

FRANCHISE DISCLOSURE DOCUMENT



Seniors Helping Seniors®
...A WAY TO GIVE AND TO RECEIVE®

Seniors Helping Seniors, LLC
A Delaware limited liability company
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Seniors Helping Seniors, LLC offers franchises that provide certain medical and non-medical personal services such as companion care, homemaker services, transportation, shopping and errands, light handyman and repair services, personal care, Alzheimer's/dementia care (memory care) and TeleCare, assistive technologies, facility referral services, adult day care; and medical and home health services including skilled nursing, medication management, health monitoring, wound care, catheter management, injections and blood draws, occupational therapy and rehabilitation therapy (collectively, the "Services"). We also offer area development rights to franchisees to develop and operate additional Seniors Helping Seniors Businesses within specific geographic areas.

The total investment necessary to begin operation of a Seniors Helping Seniors franchise is \$92,515 to \$142,890. This includes \$55,000 that must be paid to the franchisor.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or any affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "[A Consumer's Guide to Buying a Franchise](#)," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: March 16, 2022.

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit F.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit G includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Seniors Helping Seniors business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Seniors Helping Seniors franchisee?	Item 20 or Exhibit F lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Pennsylvania. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Pennsylvania than in your own state.
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
3. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.
4. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments, may result in termination of your franchise and loss of your investment.
5. **Turnover Rate.** During the last three years, a large number of franchised outlets (24) were terminated, not renewed, re-acquired, or ceased operations for other reasons. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.

TABLE OF CONTENTS

	<u>Page</u>
ITEM 1.	THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES... 1
ITEM 2.	BUSINESS EXPERIENCE 3
ITEM 3.	LITIGATION..... 4
ITEM 4.	BANKRUPTCY 4
ITEM 5.	INITIAL FEES..... 5
ITEM 6.	OTHER FEES 5
ITEM 7.	ESTIMATED INITIAL INVESTMENT 8
ITEM 8.	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES 11
ITEM 9.	FRANCHISEE’S OBLIGATIONS 13
ITEM 10.	FINANCING 14
ITEM 11.	FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING..... 14
ITEM 12.	TERRITORY 19
ITEM 13.	TRADEMARKS 19
ITEM 14.	PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION 22
ITEM 15.	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS 23
ITEM 16.	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL..... 23
ITEM 17.	RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION 24
ITEM 18.	PUBLIC FIGURES..... 28
ITEM 19.	FINANCIAL PERFORMANCE REPRESENTATIONS..... 28
ITEM 20.	OUTLETS AND FRANCHISEE INFORMATION..... 31
ITEM 21.	FINANCIAL STATEMENTS 36
ITEM 22.	CONTRACTS 36
ITEM 23.	RECEIPTS 36

TABLE OF CONTENTS

(continued)

Page

EXHIBITS

A. STATE AGENCIES AND ADMINISTRATORS	38
B. FRANCHISORS AGENTS FOR SERVICE OF PROCESS	41
C. FRANCHISE AGREEMENT	44
D. TABLE OF CONTENTS OF CONFIDENTIAL OPERATIONS MANUAL.....	114
E. MULTI TERRITORY DEVELOPMENT SCHEDULE	121
F. LIST OF FRANCHISEES	132
G. FINANCIAL STATEMENTS	139
H. FRANCHISEE DISCLOSURE QUESTIONNAIRE	194
I. RECEIPTS.....	198

ITEM 1. THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor

To simplify the language in this disclosure document, the words “we,” “us” and “our” refer to SENIORS HELPING SENIORS, LLC, (“SHS” and/or “Franchisor”) the franchisor of this business. The words “you” and “your” refer to the person to whom we grant a franchise, whether you are a corporation, limited liability company or other business entity. If you are a corporation, limited liability company or other business entity, certain provisions of our Franchise Agreement also apply to your owners and will be noted.

We were organized in the State of Delaware on November 29, 2005 for the sole purpose of offering SENIORS HELPING SENIORS franchises. Our principal business address is 50 Grandview Boulevard, Wyomissing Hills, PA 19609, and we do business only under our corporate name. We do not have a parent company or any predecessors.

Our Business Activities

We grant franchises for the operation of businesses in conjunction with the service mark “SENIORS HELPING SENIORS” and certain associated trade names, trademarks, service marks and logos that we refer to as the “Marks.”* We refer to these businesses as “SENIORS HELPING SENIORS Businesses” and we refer to the SENIORS HELPING SENIORS Business you will operate as the “Franchised Business.”

SENIORS HELPING SENIORS Businesses offer companion care, homemaker services, transportation, shopping and errands, light handyman and repair services, personal care, Alzheimer’s/dementia care (memory care) and TeleCare, assistive technologies, facility referral services, adult day care; and medical and home health services including skilled nursing, medication management, health monitoring, wound care, catheter management, injections and blood draws, occupational therapy and rehabilitation therapy Personal-care services, medical and home health services may be subject to more stringent state licensing requirements in some states. This may increase the costs you incur in starting your business.

Both the seniors who receive the service, and the seniors who provide the service, benefit from the relationship. The senior “receivers” are able to live in their homes independently, while the senior “providers” enjoy the benefits of actively participating in a second career. A SENIORS HELPING SENIORS Business typically requires at least 350 square feet of space for an office. You may operate the Franchised Business from your home or from an office facility located near a major expressway or other main road.

You will operate the Franchised Business according to our System, which is described in greater detail in our Franchise Agreement attached as Exhibit C to this disclosure document.

We have offered franchises for SENIORS HELPING SENIORS Businesses since February 15, 2006. We also offer area development rights to franchisees to develop and operate

* Capitalized terms not otherwise defined have the same meaning as in our Franchise Agreement attached as Exhibit C to this Disclosure Document.

additional Seniors Helping Seniors Businesses within specific geographic areas. We do not offer franchises in any other line of business and we are not engaged in any other line of business.

Our Affiliate

Our affiliate, The Power of Love for Seniors doing business as Seniors Helping Seniors, was formed on March 24th, 2014 and it is located at 203 Ulrich Lane, Leesport, Pennsylvania 19533. Our affiliate operates a Seniors Helping Seniors business in the same manner as the franchise being offered in this Disclosure Document. Our affiliate does not offer and has not previously offered franchises in this or in any other line of business.

Our affiliate, Seniors Helping Seniors, located at 50 Grandview Boulevard, Wyomissing Hills, PA 19609 (the “Non-Profit Affiliate”), was first established in 1998 as a nonprofit 501c(3) organization. Our Non-profit Affiliate has not offered franchises in this or in any other line of business.

Market and Competition

The market for the services offered by SENIORS HELPING SENIORS Businesses includes the elderly and homeowners in general. We believe the market for in-home personal services, such as in-home elderly care, home assistance, companion care, transportation, homemaking and maintenance and repair to senior citizens is well developed and competitive. There are a number of companies offering in-home care services and/or medical services for the elderly and a number of companies offering home maintenance, repair and cleaning services. As a franchisee you will likely face competition from national and local businesses as well as individuals offering one or more of the services offered by SENIORS HELPING SENIORS Businesses.

Industry Specific Regulations

Some states have laws regulating certain of the services offered by SENIORS HELPING SENIORS Businesses. Some states require providers of companion care services and/or personal-care services to be licensed by health agencies or other state agencies and all states require providers of home health services to be licensed. Some states require providers of home maintenance or repair services to be licensed or certified by contractor boards or other state agencies. You should consult with your attorney and investigate whether these laws will apply to the Franchised Business or its employees and you should investigate whether there are other laws or regulations in your state that are specific to the services offered by SENIORS HELPING SENIORS Businesses and that will apply to the Franchised Business or its employees.

Additionally, you must comply with all laws, rules and regulations governing the operation of the Franchised Business and obtain all permits and licenses necessary to operate the Franchised Business. Many states and local jurisdictions have enacted laws, rules, regulations and ordinances which may apply to the operation of your Franchised Business, including those which: (a) establish general standards, specifications and requirements for the construction, design and maintenance of the business site and premises; (b) regulate matters affecting the health, safety and welfare of your customers, such as general health and sanitation requirements, restrictions on smoking, availability of and requirements for public accommodations, including restroom facilities and public access; (c) set standards pertaining to employee health and safety; (d) set standards and requirements for fire safety and general emergency preparedness; and (e) regulate the proper use, storage and disposal of waste or other hazardous materials. You should investigate whether there are regulations and requirements that may apply in the geographic area in which you are interested in locating your franchise and should consider both their effect and cost of compliance.

Agents for Service of Process

Our agents for service of process are listed in Exhibit B to this disclosure document.

Other Business

SHS offers no other lines of business other than those stated in this document.

ITEM 2. BUSINESS EXPERIENCE

Chairwoman: Kiran Yocom

Kiran Yocom has been Chairwoman since February 15, 2006.

CEO: Philip W.S. Yocom

Philip W.S. Yocom is CEO and was the President since February 15, 2006 to 2021.

President: Namrata Yocom-Jan

Namrata Yocom-Jan became the President in 2021. She joined Seniors Helping Seniors® business as Regional Owner in May 2007.

COO: Daniel Jan

Daniel Jan joined Seniors Helping Seniors® as Regional Owner in May 2007 and became Chief Operating Officer in 2021.

Director of Business Development and Training - Howard Algeo

Howard Algeo has served as our Director of Business Development and Training since August 2017.

Accounting Administrator – Robert Hendel

Robert Hendel has served as Accounting Administrator since March 2020.

Director of Marketing – Stephen Bon

Stephen Bon has served as Director of Marketing since November 2021

Training Specialist – Brad Trout

Brad Trout has served as the Training Specialist since April 2021

Senior Business Consultant – Brian Smith

Brian Smith has served as the Senior Business Consultant since September 2021

ITEM 3. LITIGATION

Roy Goldman and Isabelle Goldman v. Seniors Helping Seniors, LLC, Sean Langmuir, Sharon Santoni, Philip Yocum [sic] and Kiran Yocum [sic], U.S.D.C., D.C.N.J., Index No. 3:14-cv-4206-FLW-DEA

In May of 2014, New Jersey franchisees Roy and Isabelle Goldman filed suit against us in New Jersey Superior Court, which we subsequently removed the suit to Federal Court, to seeking rescission and other damages. We counterclaimed due to their failure to attend initial training and commence operations and are seeking damages. The Court ordered the parties to attend mandatory mediation required under the franchise agreement. Following mediation in early 2015, the parties reached a settlement, pursuant to which the parties agreed that a previously executed franchise agreement was null and void. On March 16, 2015, the Court ordered the case dismissed without prejudice, as settled, with the right, within 60 days, to reopen the action if settlement is not consummated. On May 14, 2015, the court ordered that its Order of Dismissal was amended to extend until June 29, 2015, to permit the right to reopen the action if settlement is not consummated. We agreed to pay the Goldmans \$10,000 which they accepted. As the parties executed a final settlement agreement dated June 24, 2015, the Court's dismissal is fully effective and the action is over.

Helping Seniors of the Valley, LLC v. Seniors Helping Seniors, LLC, N17C-06- 331-JAP

In July 2017, Helping Seniors of the Valley, LLC, a franchisee, sued us in Delaware state court, claiming that it had not been provided with a Franchise Disclosure Document ("FDD") upon renewal and that we had breached certain contract terms. We moved to dismiss the complaint because the franchisee was properly disclosed, the law does not require disclosure upon renewal, and because the franchisee's complaint did not adequately state a claim for which relief may be granted. After a December 2017 hearing, the plaintiff voluntarily dismissed all claims. We then moved for an order requiring the plaintiff to pay the fees and costs we incurred in this litigation and subsequently reached an acceptable settlement. Franchisee paid us \$120,000 in twenty-six monthly payments.

Compassionate Hands, LLC, et al. v. Seniors Helping Senior, LLC, U.S.D.C S.D.C.Fl. Case No. 18-80705

In May of 2018, Compassionate Hands, James L. Hansen and Larry R. Weaver filed a suit against us in the United States District Court for the Southern District of Florida. Both parties alleged breached of various provisions of the Master License Agreements. We filed a motion to dismiss the case without prejudice and Compassionate Hands filed a notice of voluntary dismissal. We filed a motion for attorney's fees in connection with the dismissal of the Florida action. The Florida Court ultimately denied the request for attorney's fees. On January 31, 2019, Compassionate Hands initiated another suit in the United States District Court for the District of Delaware entitled *Hansen, et al. v. Seniors Helping Seniors, LLC*, Case No. 19-00296. We filed a counterclaim. As the parties did not want to engage in protracted litigation, each executed a final settlement agreement dated October 17, 2019, and the parties filed a joint stipulation of dismissal with prejudice and the action is over.

Other than the actions above, no litigation is required to be disclosed in this Item.

ITEM 4. BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5. INITIAL FEES

Franchise Fee

You must pay an initial “Franchise Fee” of \$50,000 when you sign the Franchise Agreement. The Franchise Fee is paid to us in a lump sum and is nonrefundable. If you and we agree that you will purchase a second territory, the Franchise fee is \$35,000. If you purchase three or more territories, the Franchise Fee for each additional territory will be \$25,000. Otherwise, the Franchise Fee is uniform for all franchisees *See* Exhibit “E” Franchise Agreement Development Schedule.

Training Fee

You must pay a \$5,000 Training fee when you sign the Franchise Agreement. This amount is nonrefundable and is intended to reimburse us for costs that we incur in evaluating and accessing evolving training and technologies that may be utilized in the ongoing operation of the Franchised Business.

U.S. Veteran Qualifying Franchisees:

We will reduce the initial franchise fee by \$2,500 for the first franchise purchased by a U.S. military veteran (as established in accordance with our policies as we may adopt periodically) and for franchisees that are corporations, limited liability companies or other entities for which a U.S. military veteran owns a majority of the equity interest (“U.S. Military Veteran Program”). The U.S. Military Veteran Program is available to all qualified individuals who either have received an honorable discharge from one of the U.S. Armed Forces (i.e., Army, Navy, Air Force, Coast Guard or Marine Corps), or are currently serving in one of the U.S. Armed Forces and eligible to receive an honorable discharge, or their entities as noted above. If the veteran franchisee purchases two units, the fee will be reduced by \$3,500. If the veteran franchisee purchases three or more units, the fee will be reduced by \$4,500. If you do not continue to meet this ownership requirement for at least two years after acquiring the new franchise, you must pay us the difference between the full initial franchise fee which would have been due had you not qualified for the U.S. Military Veteran Program and the reduced amount you paid, which amount becomes due immediately at the time you no longer meet the ownership requirement. We reserve the right to extend, change or discontinue the U.S. Military Veteran Program at any time. These discounts on two or more units only applies at the time of purchase of the first unit.

ITEM 6. OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee ^{1, 2}	The greater of : (i) 6% of Gross Sales up to \$400,000 and 5% of Gross Sales in excess of \$400,000 or (ii) the Minimum Monthly Royalty Fee	Monthly on the 10th	See definition of Gross Sales.
National Advertising Fund Contribution	Up to but not to exceed 1% of Gross Sales	Monthly on the 10th	No fee is currently assessed but we reserve the right to charge one.
Regional Advertising Fund Contribution	Up to 1% of Gross Sales	Monthly on the 10th	The formula is determined by each regional franchise Council.
Website Fee	\$30 per month	Monthly on the 10 th	Paid directly to us

Local Advertising	Not less than 1% of Gross Sales	Quarterly	You pay directly to suppliers of advertising services, subject to our approval.
Pre-Opening Marketing and Advertising	A minimum of \$20,000	Prior to Opening	You pay directly to suppliers of advertising services, subject to our approval.
Audit Expenses	Cost of audit	Upon demand	Audit costs payable only if the audit shows an understatement in amounts due of at least 10%.
Late Fees	Two (2) times the prime rate then being charged by Chase Manhattan Bank, N.A. or the highest rate allowed by law (whichever is less), plus collection costs	Upon demand	Applies to all overdue Royalty Fees, Advertising Fund Contributions and other amounts due to us. Also applies to any understatement in amounts due revealed by an audit.
Late Reports	\$100 per month	Upon demand	Applies to any late submission.
Insurance Policies	Amount of unpaid premiums plus our expenses in obtaining coverage for you	Upon demand	Payable only if you fail to maintain required insurance coverage and we elect to obtain coverage for you.
Transfer Fee	The lesser of \$15,000 or 50% of the then current initial franchise fee, plus attorney's fees. The fee is subject to state law.	Time of transfer	Does not apply to a transfer made by you to a corporation or other legal entity formed solely for the convenience of ownership.
Customer Service	All costs incurred in assisting your customers range from \$15 to \$30 per hour plus automobile expenses	Upon demand	You must reimburse us if we determine it is necessary to service your customers.
Training	The cost of initial training is included in the Franchise Fee, but you are responsible for transportation and expenses for food and lodging while attending training. Amount \$1,500 - \$3,500.	Time of service	We conduct an initial training program for you and one additional person as part of the Training Fee. We may require additional training from time to time. There is no charge for a new Designated Manager who attends regularly scheduled training events. Due to COVID, all of our trainings are currently virtual and do not require travel. This may change in the future.
Cost of Enforcement	All costs including attorneys' fees	Upon demand	You must reimburse us for all costs in enforcing obligations under the Franchise Agreement if we prevail.
Indemnification	All costs including attorneys' fees	Upon demand	You must defend lawsuits at your cost and hold us harmless against lawsuits arising from your operation of the Franchised Business.
Renewal Fee	\$10,000 for the first territory, and \$5,000 for each subsequent territory.	At least two months prior to the	Paid directly to us

		renewal	
Interim Management Fee	\$400/day	Upon demand	In the event you or your management team become incapacitated or claims are made concerning misrepresentations or fraudulent or deceptive practice.
Tax Fee	All costs assessed by federal, state or local tax agency	Upon demand	
CRM Software	\$9/Client per Month with \$120 minimum	Upon start of business	Fees are due to Vendor directly
Care Academy	\$120/month	Upon start of business	Fees are due to Vendor directly

* All citations of Section numbers throughout this disclosure document refer to the Franchise Agreement, which is attached as Exhibit C.

No other fees or payments are to be paid to us, and we do not impose or collect any other fees or payments for any other third party. All fees are generally non-refundable. All fees are uniformly imposed.

NOTES

1. Gross Sales. The term “Gross Sales” means the total amount of all revenues you receive from the sale of services or products from all sources in connection with the Franchised Business whether or not collected by you and whether for check, cash, credit or otherwise, including all proceeds from any business interruption insurance but excluding all refunds made in good faith, and any sales and equivalent taxes that you collect for or on behalf of, and pay to, any governmental taxing authority. Gross sales will include all fees collected for services you perform or provide even if they are beyond the scope of the services permitted under the Manual or the System generally. (Section IV.C.)
2. Royalty Fee. You must pay SHS a continuing non-refundable monthly royalty fee initially equal to (i) six percent (6%) of monthly Gross Sales (as that term is defined herein) or (ii) five percent (5%) of annualized Gross Sales in excess of \$400,000.

During the first two weeks of each new calendar year, we will reconcile annual Gross Sales for the prior year. If Gross Sales for the prior year increase above or decrease below the threshold or five percent (5%) set forth in clauses 2 above, we will adjust the royalty fee accordingly in the new calendar year. In addition, if you have at least six months of continuous operation in your first year of operations, we will annualize your Gross Sales for purposes of reconciliation and determination of whether to adjust your royalty fee accordingly.

Commencing on the fourth month the Monthly Minimum Royalty Fee is detailed in the table below:

Royalty Fee Calculation		
Time Period	Monthly Minimum Gross Sales	Monthly Minimum Royalty Fee
4 th Month through the 12 th Month	\$5,833	\$350
13 th Month through the 24 th	\$7,500	\$450

Month		
25 th Month through the 36 th Month	\$10,833	\$650
37 th Month through the 48 th Month	\$12,500	\$750
49 th Month through the Remaining Term	\$15,000	\$900

If you fail to meet the Monthly Minimum Gross Sales requirement during any time period outlined above, then you must pay us the Monthly Minimum Royalty Fee and we may establish or operate, or license others to establish or operate, SENIORS HELPING SENIORS Businesses or competing businesses within your Territory.

Franchisor-owned outlets do not have controlling voting power on any fees imposed by franchisee cooperatives.

ITEM 7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Franchise Fee ¹	\$50,000	Cashier's Check	Upon Signing Franchise Agreement	Us
Training Fee ¹²	\$5,000	Cashier's Check	Upon Signing Franchise Agreement	Us
Real Estate/Rent ^{2, 15}	\$0 - \$2,800	As Arranged	Before Beginning Operations	Lessor
Utility Deposits ^{3, 15}	\$0 - \$300	As Arranged	Before Beginning Operations	Utilities
Leasehold Improvements ⁴	\$0 - \$2,000	As Arranged	Before Beginning Operations	Third Parties
Furniture, Fixtures & Improvements ⁵	\$0 - \$10,000	As Arranged	Before Beginning Operations	Third Parties
Insurance ⁶	\$2,000 - \$5,000	As Arranged	Before Beginning Operations	Third Parties
Signage ^{7, 15}	\$75 - \$750	As Arranged	Before Beginning Operations	Third Parties
Office Equipment & Supplies ⁸	\$2,500 - \$4,000	As Arranged	Before Beginning Operations	Third Parties
Grand Opening Advertising (3 months) ⁹	\$20,000	As Arranged	First 3 Months Of Operation	Third Parties
Software ¹⁰	\$1,980 - \$2,150	As Arranged	Before Beginning Operations	Approved Suppliers
Career Apparel ¹¹	\$460 - \$890	As Arranged	Before Beginning Operations	Third Parties
Travel Training Expenses ¹²	\$0- \$3,500	As Arranged	Before Beginning Business	Third Parties

Licenses & Permits ¹³	\$1,200 - \$5,000	As Arranged	Before Beginning Business	Licensing Authority
Legal & Accounting ¹⁴	\$1,500 - \$3,500	As Arranged	Before Beginning Business	Attorney/Accountant
Salaries ¹⁶	\$0 - \$12,000	As Arranged	First 3 Months Of Operation	Employees
Additional Funds (3 months) ¹⁷	\$5,000 - \$16,000	As Arranged	As Necessary	You Determine
TOTAL	\$92,515 - \$142,890			

NOTES

1. Franchise Fee. The Franchise Fee and the Training Fee is described in greater detail in ITEM 5 of this disclosure document. If you purchase a second territory, the Franchise Fee is \$35,000. If you purchase three or more territories, the Franchise Fee for each additional territory will be \$25,000.

2. Real Estate/Rent. You will need at least 350 square feet of space for an office and for the storage of equipment and supplies. You may operate the Franchised Business from your home if we agree that your home is suitable. You must lease or otherwise provide a suitable facility for the operation of the Franchised Business. If you must lease a space, your lease costs can vary based upon variance in square footage, cost per square foot and required maintenance costs. We assume that you will have to pay the first month's rent and a security deposit equal to one month's rent in advance. The rent you pay is typically not refundable, but your security deposit may be under certain circumstances. If you operate out of your home, your initial fees will be zero. The amounts listed are estimates for 3 months' rent and a security deposit.

3. Utility Deposits. If you are a new customer of your local utilities, you will generally have to pay deposits with local utilities for services such as electric, telephone, gas and water. The deposit will vary depending upon the policies of the local utilities. If you operate out of your home, your initial fees will be zero.

4. Leasehold Improvements. To convert the existing facility into a SENIORS HELPING SENIORS Business, the facility must be renovated according to our standards and specifications. The cost of leasehold improvements will vary based upon size, condition and location of the premises, local wage rates and material costs. The low estimate reflects operating the Franchised Business from your home where no improvements would likely be required.

5. Furniture, Fixtures & Improvements. You will be required to purchase (or lease) office furniture and the equipment necessary for providing the various services offered by SENIORS HELPING SENIORS Businesses. Although some of these items may be leased, the range shown represents the actual purchase price. If you have a home-based office you would likely not be required to get any furniture.

6. Insurance. Requirements are described in greater detail in Section XI of the Franchise Agreement. Factors that may affect your cost of insurance include the location of the Franchised Business, value of the leasehold improvements, amount of inventory, number of employees and other factors.

7. Signage. This range includes the cost of all signage used in the Franchised Business. The costs will vary based upon the size, location of the Franchised Business and other factors. If you operate out of your home, your initial fees will be zero.

8. Office Equipment and Supplies. You must purchase general office supplies including stationery, business cards and typical office equipment. Factors that may affect your cost of office equipment and supplies include local market conditions, the size of the Franchised Business, suppliers and other factors.

9. Grand Opening. You will be required to spend a minimum of \$20,000 on marketing efforts to include grand opening advertising during the first 3 months of operation. You may choose to spend more. Factors that may affect your decision on the actual amount to spend include local media cost, location of the Franchised Business and customer demographics in the surrounding area. Also, it would depend on how quickly you want to build your business. Someone choosing to build a large business may want to invest more money into advertising upfront.

10. Software. You will be required to purchase computer software to manage client tracking, billing scheduling, accounting and website activities for the Franchised Business. Our computer software and hardware requirements are described in greater detail in The Manual.

11. Career Apparel. You will be required to purchase career apparel with the SENIORS HELPING SENIORS name and logo, such as hats, sweaters and shirts, to be worn by the employees of the Franchised Business. Currently you may use career apparel that you already own. In this case, we require that you send the apparel to us. We have made arrangements with a local vendor that will embroider the SHS logo at a cost to you of \$5 per logo. The range of costs represents the purchase of this apparel and includes the estimated cost of postage to send the apparel to and from us for the embroidery of the logo. The total cost will vary based on competition among local suppliers and the number of employees, among other things.

12. Training. The cost of initial training is included in the Franchise Fee, but you are responsible for transportation and expenses for food and lodging while attending training. The total cost will vary depending on the number of people attending, how far you travel and the type of accommodations you choose. Due to COVID, all of our trainings are currently virtual and do not require travel. This may change in the future.

13. Licenses & Permits. Local government agencies typically charge fees for such things as operating licenses. Your actual costs may vary from the estimates based on the requirements of local government agencies.

14. Legal & Accounting. You will need to employ an attorney, an accountant and other consultants to assist you in establishing your Franchised Business. These fees may vary from location to location depending upon the prevailing rate of attorneys', accountants' and consultants' fees.

15. Home Based Business. You may choose to operate your business out of a home office and use a vehicle that you already own. By doing so you will not incur certain start-up costs such as rent, utility deposits, vehicle payments, etc.

16. Salaries. We recommend that you have a minimum amount of money available to cover employees' salaries should you choose to have office staff for the first 3 months of operating the business. If you do not hire office staff, your investment would be zero for the first 3 months.

17. Additional Funds. We recommend that you have a minimum amount of money available to cover operating expenses, including employees' salaries, for the first 3 months that the Franchised Business is open. However, we cannot guarantee that our recommendation will be sufficient. Additional working capital may be required if sales are low or operating costs are high.

18. Total. In compiling this chart, we relied on our and our Affiliate's combined industry experience and sixteen years of experience in operating a similar business. The amounts shown are estimates only and may vary for many reasons including the size of your Franchised Business, the capabilities of your management team, where you locate your Franchised Business and your business experience and acumen. You should review these estimates carefully with an accountant or other business advisor before making any decision to invest in a franchise. These figures are estimates only and we cannot guarantee that you will not have additional expenses in starting the Franchised Business.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Except as indicated below, you are not required to purchase or lease products or services from us or our Affiliate or from suppliers approved by us or under our specifications.

Specifications/Approved Suppliers

You must furnish and equip the Franchised Business according to our standards and specifications, even if we allow you to operate the Franchised Business from your home. All signs, equipment, and other items, including, but not limited to marketing materials and any and all merchandise with the SHS logo, used in the operation of the Franchised Business must comply with our specifications and quality standards and, if we require, must only be purchased from approved suppliers that we designate. We will provide you, in the Manual or other written or electronic form, a list of specifications for equipment, supplies, and other materials and, if required, a list of designated or approved suppliers for some or all of these items, which may include us or our Affiliate. From time to time we may modify the list. We formulate and modify our specifications and standards for products and services based upon our and our Affiliate's industry knowledge and our Affiliate's experience in operating a SENIORS HELPING SENIORS Business since October of 1998. Neither we nor our Non-Profit Affiliate is an approved supplier nor the only approved supplier of any product or service. None of our officers or persons affiliated with SHS owns an interest in any approved suppliers.

Alternate Suppliers

You may request to purchase items from an alternate supplier that has not been approved by us. Upon your request, we will furnish you with our current alternate supplier approval criteria. You may then submit to SHS for its prior written approval, a sample of the item or items. The sample must be sent to SHS in a format that permits us to complete our review. As part of our approval process, we may review the proposed supplier's financial records, business reputation, delivery performance, credit rating and other information. We do not charge for the review. SHS shall notify you of its approval or disapproval thereof within ten (10) days from the date of receipt by SHS of such materials. If SHS does not notify you within ten (10) days, approval shall be deemed to have been given. Approval may be revoked at any time, if SHS becomes aware that 1) the items no longer conform to our standards and requirements or, 2) if the alternate supplier no longer meets our criteria for approval.

Computer Hardware and Software

You are required to purchase computer hardware and software that meet the specifications described in the Manual. We currently recommend that you purchase a Windows-based personal computer or laptop and word processing software, such as, Microsoft Office. You must purchase QuickBooks account software and a customized scheduling and customer management software system. We do not derive revenue from your purchase of hardware or software.

Answering System and Forwarding Calls

You must arrange adequate telephone service for use in the Franchised Business. No other business shall be conducted utilizing the telephone number assigned to or used in your Franchised Business. Telephone Answering & Service: You must have your business telephone answered by a live person during normal daytime working hours and to respond by telephone to all inquiries for client services within one hour after the initial contact by a potential or current client. Your phone system must be capable of forwarding calls to your cell phone if no one is in the office. At all times, when an answering machine/message is used to greet callers (including evening/night hours between 6:00PM and 8:00AM) a professional outgoing message must include the name "Seniors Helping Seniors".

Insurance

You must purchase and maintain in effect during the term of the Franchise Agreement the type and amount of insurance specified in Section XI of the Franchise Agreement in addition to any other insurance that may be required by applicable law, any lender or lessor. Your insurance policies must name us as an additional insured and/or loss payee. We do not derive revenue as a result of your purchase of insurance.

SHS in accordance with the standards and specifications set forth from time to time in the Manual or otherwise in writing, and shall include, at a minimum (except as additional coverage and higher policy limits may reasonably be specified from time to time by SHS in the Manual or otherwise in writing), the following:

1. General commercial liability insurance, including contractual liability, broad form property damage, personal injury, advertising injury, product liability, completed operations and independent contractors coverage, and fire damage coverage in the amount of at least One Million Dollars (\$1,000,000) or such higher amount as required by law, per occurrence or project; One Million Dollars (\$1,000,000) aggregate;
2. Worker's compensation and employer's liability insurance as well as such other insurance as may be required by statute or rule of the state in which the Franchised Business is located and operated (if there are no state requirements, however, you must maintain the same coverage amounts that we maintain);
3. Fire, vandalism and extended coverage insurance with primary and excess limits of not less than full replacement value of all the Franchised Business's property, merchandise, furniture, fixtures, equipment and improvements;
4. Commercial Vehicle insurance covering your vans or trucks and any other vehicles used in your Franchised Business, with One Million Dollars (\$1,000,000) combined single limit and other coverages in the same amounts maintained by SHS; and
5. Depositors forgery and fidelity bond/employee dishonesty coverages of \$100,000 each, with \$1,000 deductibles;

The type of insurance and the insurance amounts are subject to change based on inflation or future experience with claims asserted against Franchised Businesses. SHS, in its sole discretion, may require you to obtain and pay for additional insurance coverage. You must furnish SHS with certificates of insurance, along with evidence that the premiums have been paid. You will be liable for any costs and expenses, including attorneys' fees, incurred by SHS in connection with any proceedings arising out of compliance with the provisions of the Franchise Agreement relating to insurance. SHS shall be named as an additional insured in each of your insurance policies as are designated by SHS. You must further waive subrogation against SHS for any and all claims or losses.

Miscellaneous

We may negotiate group rates, including price terms, for the purchase of equipment and supplies necessary for the operation of the Franchised Business. Other than an agreement with a local vendor for embroidery of SHS logo, there are no such purchase or supply agreements in effect. Neither we nor our Non-Profit Affiliate receive any consideration from this arrangement.

We estimate that approximately 10% of your expenditures in establishing your Franchised Business will be for goods and services that must be purchased in accordance with our standards and specifications from an approved supplier.

We estimate that approximately 5% of your expenditures on an ongoing basis will be for goods and services that must be purchased in accordance with our standards and specifications from an approved supplier.

Neither our Affiliate nor we receive revenue as a result of franchisee purchases, but we may derive revenue from future arrangements with suppliers based on franchisee purchases.

We do not provide or withhold material benefits to you (such as renewal rights or the right to open additional territories) based on whether or not you purchase through the sources we designate or approve; however, purchases of unapproved products or from unapproved suppliers in violation of the Franchise Agreement will entitle us, among other things, to terminate the Franchise Agreement.

There are no purchasing or distribution cooperatives that you are required to join.

ITEM 9. FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

	Obligations	Section In The Franchise Agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	Section V.S.	ITEMS 11 and 12
b.	Pre-opening purchases/leases	Sections V.H. and V.P.	ITEMS 7 and 8
c.	Site development and other pre-opening requirements	Section V.H, V.K, V.R, V.T, V.U.	ITEMS 6,7 and 11
d.	Initial and ongoing training	Sections V.C. and V.D.	ITEMS 6, 7 and 11
e.	Opening	Sections V.O. and V.T.	ITEMS 7 and 11
f.	Fees	Section IV	ITEMS 5 and 6
g.	Compliance with standards and policies/Operating Manual	Section V.G.	ITEMS 8 and 16
h.	Trademarks and proprietary information	Section VI	ITEMS 13 and 14
i.	Restrictions on products/services offered	Section V.I.	ITEMS 8 and 16
j.	Warranty and customer service requirements	Section V.Q.	ITEM 16
k.	Territorial development and sales quotas	Not applicable	ITEM 12
l.	Ongoing product/service purchases	Section V.H.	ITEMS 8 and 11
m.	Maintenance, appearance and remodeling requirements	Section V.N.	ITEMS 6 and 17
n.	Insurance	Section XI	ITEMS 6, 7 and 8
o.	Advertising	Section X	ITEMS 6, 7 and 11
p.	Indemnification	Section XVIII.C.	ITEM 6
q.	Owner's participation/management/staffing	Section V.F.	ITEM 15
r.	Records and reports	Section IV.E.	ITEM 11
s.	Inspections and audits	Section IX.E.	ITEMS 6, 11 and 13
t.	Transfer	Section XII	ITEM 17
u.	Renewal	Section II.B.	ITEM 17
v.	Post-termination obligations	Section XIV.	ITEM 17
w.	Non-competition covenants	Section XV.B.	ITEM 17
x.	Dispute resolution	Section XXVI.	ITEM 17
y.	Guarantee	Section XVIII.	ITEM 15, 17 and 12

ITEM 10. FINANCING

We do not offer direct or indirect financing. We do not guarantee any note, lease or other obligations.

ITEM 11. FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, we are not required to provide any assistance to you.

A. Pre-Opening Assistance

Before you open the Franchised Business, we will:

1. provide you with guidelines and specifications for the operation and management of the Franchised Business, which guidelines and specifications must be adopted by you, including sales and marketing your Franchised Business, computer software training, advertising and promotional techniques, and staffing (Section III.A.1.);

2. provide an initial training program in the establishment and operation of the Franchised Business which must be successfully completed to our satisfaction (Section III.A.2.);

3. loan you a single copy of our Operations Manuals (collectively, the "Manual") as amended from time to time, which will include standards and specifications for procedures, management, and operation of the Franchised Business (Section III.A.3.). Said Manual consists of 400 pages. Attached to this disclosure document as Exhibit D is the Table of Contents of the Manual;

4. evaluate your business systems, marketing plans, etc. to ensure your Franchised Business is properly set up in accordance with our specifications (Section III.A.4.);

5. license to you the right to use the Proprietary Marks in connection with the Franchised Business and to identify the Franchised Business as a Seniors Helping Seniors business (Section III.A.5.);

6. use our best efforts to obtain on your behalf favorable rates for insurance coverage, vehicle financing, computers or other equipment items for the Franchised Business (subject to any eligibility requirements established by the vendors for such products and services) (Section III.A.6.);

7. review and approve or disapprove advertising, marketing, promotional and pre-opening materials submitted for review during the first six months of your operations (Section III.A.7.); and

8. assist you with obtaining software from third-party vendors to help you with running your Franchised Business. (Section III.A.8.)

B. Other Assistance During the Operation of The Franchised Business. After the opening of the

Franchised Business, we will:

1. provide as much basic advisory assistance as we believe will be helpful to you in the ongoing operation, advertising and promotion of the Franchised Business, which assistance may (but is not required to) include, an annual on-site visit or telephonic conference, limited telephone support, on-line intranet forums and teleconferences (Section III.B.1.);

2. coordinate and conduct periodic training programs for our network of franchisees (Section III.B.2.);

3. provide optional fee-based specialized training and assistance as we believe will be helpful to you in the ongoing operation, advertising and promotion of the Franchised Business, including, for example, site visits, sales training, management training, round table seminars, detailed marketing plan review, detailed business planning, specialized best practices modules and any support in excess of basic non-fee-based support (Section III.B.3.);

4. provide you with updates, revisions and amendments to the Manual (Section III.B.4.);

5. continue our efforts to establish and maintain high standards of quality, customer satisfaction and service. To that end, we will conduct inspections on a periodic basis of the Franchised Business and its operations and will evaluate the methods and the staff employed (Section III.B.5.);

6. make available at your expense certain promotional items, such as apparel, calendars, kitchen magnets, stickers and the like which bear the Proprietary Marks for use by you in promoting the Franchised Business (Section III.B.6.); and

7. review your annual business plan which is due by the 15th of November each year and determine mutually agreed upon reasonable performance targets for the next calendar year (Section III.B.7.).

C. Advertising and Promotion

1. You must spend a minimum of \$20,000 on advertising and marketing to promote the opening of the Franchised Business during the first three months of operations (Section X.D).

2. Every three months, you must spend at least 1% of your Gross Sales on advertising, promotions and public relations in the local area surrounding the Franchised Business. You will pay for your ads and promotions directly, but we will provide you with general marketing guidelines and we will review and approve your advertisements. (Section X.B) We are not required to advertise in your area or territory.

3. We have developed a Regional Advertising Fund and you are required to contribute 1% of your Gross Sales to the fund, unless this amount is increased by a majority vote of your regional franchise Council. The formula is determined by each regional franchise Council. (Section IV.A.3) Cooperatives must operate from written governing documents and said documents are available for you to review. We may adjust the percentage from time to time.

4. We may develop a National Advertising Fund, and if we do, you will be required to contribute up to 1% of your Gross Sales to the fund (Section IV.A.3). We may adjust the percentage from time to time. We are not currently collecting this fee from our Franchisees.

We will administer each of the Regional Advertising Fund and the National Advertising Fund as follows:

(a) We will control the creative concepts and the materials and media to be used, and we will determine the placement and allocation of advertisements. We may use print, television, radio, Internet or other media for advertisements and promotions. We do not guarantee that any particular franchisee will benefit directly or in proportion to their contribution from the placement of advertising by the Regional

or National Advertising Fund.

(b) We may use your contributions to meet any cost of producing, maintaining, administering and directing consumer advertising (including the cost of preparing and conducting television, radio, Internet, magazine and newspaper advertising campaigns and other public relations activities; developing and/or hosting an Internet web page of similar activities; employing advertising agencies to assist; providing promotional brochures; conducting market research; and providing other marketing materials to franchisees). We initially plan to conduct all advertising in-house, but we may use a national or regional advertising agency in the future. We will maintain your contributions in a separate account from our funds and we will not use them for any of our general operating expenses, except for our reasonable administrative costs and overhead related to the administration of the Regional or National Advertising Fund. We will not use advertising fund contributions for the direct solicitation of franchise sales.

(c) We may or may not use all contributions in the fiscal year they are made. We will use any interest or other earnings of the Regional or National Advertising Fund before using current contributions. We intend for each of the Regional and National Advertising Fund to be perpetual, but we have the right to terminate it if necessary. We will not terminate either the Regional or the National Advertising Fund until all contributions and earnings have been used for advertising and promotional purposes or have been returned to our franchisees on a pro rata basis.

(d) All SENIORS HELPING SENIORS Businesses owned by any of our affiliates or us will make similar contributions to the Regional and National Advertising Fund as required of franchisees.

(e) We will have an accounting of the Regional and National Advertising Fund prepared each year and we will provide you with a copy if you request it. We may require that the annual accounting be audited by an independent certified public accountant at the expense of the Regional and National Advertising Fund.

(f) Neither the Regional nor the National Advertising Fund is a trust and we assume no fiduciary duty in administering such Funds.

5. During your first 3 months of operation, you must spend at least \$20,000 marketing efforts to include grand opening advertising, including print or news media and/or direct mail advertising, dues for business organizations, event dues or other solicitation and promotional efforts. We will provide you with guidance for conducting Grand Opening Advertising, and we will review and approve the materials you use in your Grand Opening Advertising. (Sections X.A. and X.D.)

6. You may be required to participate in a local or regional advertising cooperative.

7. You may be selected to become a member of our advertising Council. The number of members is based on selecting those franchisees that have experience with advertising and their geographic area. The council only serves in an advisory capacity. We may change or dissolve the council at any time.

During the past fiscal year, Regional Funds were used 100% on media placement for the franchisees. 100% of the funds were used on digital advertising. To provide COVID relief to franchisees, the franchisor did not collect Regional Funds from March through September of 2020. Regional Funds that are not used in the fiscal year they are accrued, are rolled over to the following year.

D. Computer System

We have the right, under the Franchise Agreement, to require you to purchase and use any and all

computer software programs that we may develop and/or designate for use by the System and to purchase all Windows-based computer hardware necessary for the efficient operation of the software. (Section V. P.). Presently, we require you to utilize QuickBooks, an off-the-shelf accounting program. The software you use should be capable of handling the Franchised Business's accounts payable, accounts receivable, collections, billing, general ledger and check book. Additionally, you must purchase a customized client management and scheduling program for your Seniors Helping Seniors® Franchise.

You must also purchase and use Windows-based computer hardware compatible with our system and capable of running the above-described accounting and scheduling software; we do not currently require you to comply with any other computer hardware specifications. We do not require you to purchase any specific point-of-sale hardware or software.

Depending on the computer hardware and software that you currently own, you can expect to spend about \$2,000 for the purchase of the computer hardware and the required software programs.

We do not currently have independent access to information collected or compiled by or in accordance with your use of the software.

You must update or upgrade computer hardware components and/or software as we deem necessary but not more than one time per calendar year. The annual cost of updating or upgrading your computer hardware components and/or software could range from \$0 to \$400. Currently the only upgrades required are those provided by your software providers.

E. Methods Used to Select the Location of the Franchised Business

If you have a potential site for the Franchised Business, you may propose the location for our consideration. We may consent to the site after we have evaluated it. If appropriate, we may allow you to operate the Franchised Business from a home office. To be considered appropriate, your home office must be at least 350 square feet of space for an office and for storage of equipment and supplies. If you do not have a proposed site, we will designate a geographic area within which you must locate the Franchised Business and we will furnish you with our general site selection criteria. You are solely responsible for locating and obtaining a site that meets our standards and criteria and that is acceptable to us. (Sections V. S.)

The general site selection and evaluation criteria which we consider in approving your site, if it is outside of your home, includes condition of the premises, demographics of the surrounding area, proximity to other SENIORS HELPING SENIORS Businesses, lease requirements, proximity to major roads and overall suitability. We will provide you with written notice of our approval or disapproval of any proposed site within thirty (30) days after receiving all requested information. If you and we cannot agree on a suitable site for the Franchised Business within sixty (60) days, we may terminate the Franchise Agreement.

F. Typical Length of Time Before Operation

The typical length of time between the signing of the Franchise Agreement and the opening of your Franchised Business is approximately three (3) months; however, you are required to open your Franchised Business and be operational within four (4) months after signing the Franchise Agreement. Factors that may affect how long it takes you to open the Franchised Business include your ability to secure licenses, permits, zoning and local ordinances, weather conditions and delays in installation of equipment and fixtures. (Section V.T.)

G. Training

We will conduct an initial training program ("Initial Training") that the Designated Manager (which is you, unless you designate another individual) must attend and complete to our satisfaction. If you designate

another individual, that individual must successfully complete Initial Training, and you must attend the first two days of the program. The initial training program consists of approximately seven days of training. Initial training covers all material aspects of the operation of a SENIORS HELPING SENIORS Business, including such topics as sales and marketing methods; financial controls; maintenance of quality standards; customer service techniques, record keeping and reporting procedures, other operational issues and on-the-job training. If you replace your Designated Manager, your new Designated Manager must attend our training program.. Franchisee bears the cost of travel, lodging and meal expenses. You are responsible for training your own employees and other management personnel. Training classes will be held on a monthly basis or as needed. The fees for said training are unknown at this time. Due to COVID, all of our trainings are currently virtual and do not require travel. This may change in the future.

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Office Procedures	8-16	4-8	Wyomissing Hills, PA
Sales	4-8	2-4	Wyomissing Hills, PA
Administration	4-8	2-4	Wyomissing Hills, PA
Marketing	8-16	0	Wyomissing Hills, PA
Public Relations	4-8	0	Wyomissing Hills, PA
Operations	4-8	2-4	Wyomissing Hills, PA

The individuals noted in Item 2 of this disclosure document will provide training. Kiran has 18 years' experience in office procedures and administration. Philip has 38 years' experience in sales, marketing, operations and finance. Howard has 20 years' experience in home care and related health care businesses. Daniel has 15 years' experience in marketing and operations. Brad has over 10 years of experience running a Seniors Helping Seniors® franchise and over 30 years of experience in operations and training. Brian has over seven years of experience running a Seniors Helping Seniors® franchise and over 30 years of experience in marketing, operations and finance. Steve has over 19 years of experience in marketing.

From time to time we may require that previously trained and experienced franchisees, their managers, and/or employees attend refresher-training programs to be conducted at our headquarters. Attendance at these programs will be at your sole expense; however, we will provide you with instruction and training materials in connection with this additional training.

H. Licensing

Some states have laws regulating certain of the services offered by SENIORS HELPING SENIORS Businesses. Some states require providers of companion care services and/or personal-care services to be licensed by health agencies or other state agencies and all states require providers of home health services to be licensed. Some states require providers of home maintenance or repair services to be licensed or certified by contractor boards or other state agencies. SHS does not provide legal advice. You should consult with your attorney and investigate whether these laws will apply to the Franchised Business or its employees and you should investigate whether there are other laws or regulations in your state that are specific to the services offered by SENIORS HELPING SENIORS Businesses and that will apply to the Franchised Business or its employees.

ITEM 12. TERRITORY

You must operate the Franchised Business only from the Approved Location listed in Section V.S. of the Franchise Agreement, which may be your home or a leased facility in a suitably located commercial park or similar area. If the Approved Location has not already been determined when you sign the Franchise Agreement, you and we will agree upon a Designated Area within which you will locate the Franchised Business. Although we may assist you in selecting a location, you are solely responsible for selecting the Approved Location and negotiating the terms of the lease.

We will also grant you a Territory (Section I.C.). A Territory will have a specified minimum population of 250,000 people. If you are in compliance with the Franchise Agreement during its term, including meet the Monthly Minimum Gross Sales requirement, we will not establish or operate, or license others to establish or operate, SENIORS HELPING SENIORS Businesses or competing businesses within the Territory. If you fail to meet the Monthly Minimum Gross Sales requirement during any time period outlined above, then you must pay us the Monthly Minimum Royalty Fee and we may establish or operate, or license others to establish or operate, SENIORS HELPING SENIORS Businesses or competing businesses within the Territory.

If you decide to relocate the Franchised Business, you must notify us. We will approve relocation as long as it is within the boundaries of the Territory assigned to below.

You have no contractual right, whether by option, right of first refusal or similar rights, to acquire additional franchises.

You may not accept or solicit orders inside of another Franchisee’s Territory. You are not restricted from accepting orders from consumers outside your territory, and you have the right to use other channels of distribution such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales outside your territory, until such time as we assign territory to a new franchisee. Notwithstanding the forgoing, at no point are you permitted to solicit clients beyond your Territory.

You have an exclusive right to your territory. We have not reserved the right to use other channels of distributions, such as the internet, catalog sales, telemarketing or other direct marketing to make sales within your territory under our principal trademarks or different trademarks. If you fail to meet the requisite performance targets within the Territory as reasonably established by mutual agreement in your business plan (or if you fail to submit a business plan as required under the Franchise Agreement), grounds for default under the Franchise Agreement will exist and we may reduce the size of the Territory or revoke the terms of exclusivity therein.

ITEM 13. TRADEMARKS



You must operate the Franchised Business under the name “SENIORS HELPING SENIORS.” You may also use any other current or future Mark to operate the Franchised Business that we designate in writing, including the logo on the front of this disclosure document. By “Mark,” we mean any trade name, trademark, service mark or logo used to identify SENIORS HELPING SENIORS Businesses. As of the date of this disclosure document, we have the exclusive right to use and to license to others the following Marks, all of which have been registered on the Principal Register of the U.S. Patent and Trademark Office (“PTO”) as follows:

MARK	REREGISTRATION NUMBER	REGISTRATION DATE	REGISTER
Seniors Helping Seniors	4,171,851	July 10, 2012	Principal

... A Way To Give and to Receive	4,348,812	June 11, 2013	Principal
For the Help You Want at a Price You Can Afford	2,578,722	June 11, 2002	Principal
For Your Senior's Personal Care, When You Can't Be There	4,876,635	December 29, 2015	Principal
Why Not Love?	3,013,902	November 8, 2005	Principal
Why Not Love?	2,961,211	June 7, 2005	Principal
Why Not Love?	2,988,118	August 23, 2005	Principal
Why Not Love?	3,444,347	June 10, 2008	Principal
The Power of Love	3,466,207	July 15, 2008	Principal
We Change People's Lives	3,688,320	September 29, 2009	Principal
Like Getting a Little Help From Your Friends	3,688,319	September 29, 2009	Principal
Do Good and Make Money	3,824,203	June 27, 2010	Principal
Seniors Helping Seniors 360°	5,833,846	August 13, 2019	Principal

We are also the current owner of the following Marks, which are registered on the Principal Register of the United States Patent and Trademark Office ("USPTO") as of the Issue Date of this Disclosure Document:

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MARK	APPLICATION SERIAL NO.	FILING DATE	REGISTER
LOVE IS IN OUR CARE	88435169	May 17, 2019	Principal
	88457077	June 3, 2019	Principal
360° SHS	88456600	June 3, 2019	Principal
SENIORS HELPING SENIORS 	88457239	June 3, 2019	Principal

We have filed all required affidavits and renewals with the PTO.

There are currently no effective material determinations of the PTO, the Trademark Trial and Appeal Board, the trademark administrator of this state or any court; no pending infringements, oppositions or cancellations; and no pending material litigation involving any of the Marks.

There are no infringing or prior superior uses actually known to us that could materially affect the use of the Marks in this state or any other state in which the Franchised Business may be located.

There are no agreements currently in effect that significantly limit our rights to use or license the use of the Marks in any manner material to the franchise.

You will not receive any rights to the Marks other than the nonexclusive right to use them in the operation of your Franchised Business, therefore we are not responsible to protect you against claims of infringement or unfair competition arising out of your use of the Marks. You may only use the Marks in accordance with our standards, operating procedures and specifications. Any unauthorized use of the Marks by you is a breach of the Franchise Agreement and an infringement of our rights in the Marks. You may not contest the validity or ownership of the Marks, including any Marks that we license to you after you sign the Franchise Agreement. You may not assist any other person in contesting the validity or ownership of the Marks.

You must immediately notify us of any apparent infringement of, or challenge to your use of, any Mark, or any claim by any person of any rights in any Marks, and you may not communicate with any person other than us and our counsel regarding any infringements, challenges or claims unless you are legally required to do so, however, you may communicate with your own counsel at your own expense. We may take whatever action we deem appropriate in these situations; we have exclusive control over settlement, litigation or Patent and Trademark Office or other proceeding arising out of any alleged infringement, challenge or claim or otherwise concerning any Mark. You must take any actions that, in the opinion of our counsel, may be necessary or advisable to protect and maintain our interests in any litigation or other proceeding or to otherwise protect and maintain our interests in the Marks.

We can require you to modify or discontinue use of any Mark and to use one or more additional or substitute trademarks or service marks. We will not be required to reimburse you for your expenses to modify

or discontinue the use of a Mark or to substitute a trademark or service mark for a discontinued Mark. We are not obligated to reimburse you for any loss of goodwill associated with a modified or discontinued Mark.

You must use the Marks as the sole trade identification of the Franchised Business, but you may not use any Mark or part of any Mark as part of your corporate name in any modified form. You may not use any Mark in connection with the sale of any unauthorized products or services, or in any other manner that we do not authorize in writing. You must obtain such fictitious or assumed name registrations as required by applicable law.

You must not apply for your own trademark or service mark registrations. You must not register or seek to register as a trademark or service mark, either with the PTO or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any of our Marks.

You may not establish, create or operate an Internet site or website using any domain name containing the words "SENIORS HELPING SENIORS" or any variation thereof without our prior written consent. We retain the sole right to advertise on the Internet and create websites using the "SENIORS HELPING SENIORS" domain name and any other domain names we may designate in the Manual.

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents are material to the franchise. We own certain copyrights in the Manual, marketing materials and other copyrightable items that are part of the System. While we claim copyrights in these and similar items, we have not registered these copyrights with the United States Registrar of Copyrights and need not do so to protect them. You may use these items only as we specify while operating the Franchised Business and you must stop using them if we direct you to do so.

There are currently no effective determinations of the Copyright Office (Library of Congress) or any court regarding the copyrighted materials. Our right to use or license copyrighted items is not materially limited by any agreement or known infringing use.

We have developed certain Confidential Information, including certain trade secrets, methods of business management, sales and promotion techniques, and know-how, knowledge of, and experience in, operating a SENIORS HELPING SENIORS Business. We will provide our Confidential Information to you during training, in the Manual and as a result of the assistance we furnish you during the term of the franchise. You may only use the Confidential Information for the purpose of operating your Franchised Business. You may only divulge Confidential Information to employees who must have access to it in order to operate the Franchised Business. You are responsible for enforcing the confidentiality provisions as to your employees.

Certain individuals with access to Confidential Information, including your shareholders (and members of their immediate families and households), officers, directors, partners, members, if you are a corporation, limited liability company or other business entity, and your managers, executives, employees and staff are required to sign nondisclosure and non-competition agreements.

All ideas, concepts, techniques or materials concerning the Franchised Business, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed our sole and exclusive property and a part of the System that we may choose to adopt and/or disclose to other franchisees.

Likewise, we will disclose to you concepts and developments of other franchisees that we make part of the System. You must also assist us in obtaining intellectual property rights in any concept or development if requested.

ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

The Franchised Business must always be under the direct full-time supervision of a Designated Manager, which is you if you are an individual, or is an individual you select. You (or your Designated Manager) must have at least five years of business experience and must attend and satisfactorily complete our initial training program prior to opening the Franchised Business. You must keep us informed of the identity of your current Designated Manager. If you are a corporation or other business entity and the Franchised Business is under the supervision of a Designated Manager, he or she does not have to be one of your owners.

As described in ITEM 14, all shareholders (and members of their immediate families and households), officers, directors, partners, members, managers, executives, employees and staff, and other individuals having access to Confidential Information may be required to sign nondisclosure and non-competition agreements. We will be a third-party beneficiary with the right to enforce the agreements.

If you are a business entity, anyone who owns an interest in the entity must personally guarantee the performance of all of your obligations under the Franchise Agreement and agree to be personally liable for your breach of the Franchise Agreement by signing the Guaranty and Assumption of Obligations attached to the Franchise Agreement as Exhibit B.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may only use the Approved Location for the operation of the Franchised Business and you must not use, or permit the use of, the premises for any other purpose or activity without our written consent. You must operate the Franchised Business in strict conformity with those methods, standards and specifications in the Manual and as we may require otherwise in writing. You may not deviate from these standards, specifications and procedures without our written consent.

You must offer the services and products we specify from time to time, in strict accordance with our standards and specifications, including services such as companion care, homemaker services, transportation, shopping and errands, light handyman and repair services, personal care, Alzheimer's/dementia care (memory care) and TeleCare, assistive technologies, facility referral services, adult day care, and medical and home health services including skilled nursing, medication management, health monitoring, wound care, catheter management, injections and blood draws, occupational therapy and rehabilitation therapy. These services are to be provided by individuals whose life experiences indicate that they will provide them in a loving, giving, caring and compassionate way. You may not sell any services or products that we have not authorized, and you must discontinue offering any services or products that we may, in our sole discretion, disapprove in writing at any time.

We may periodically change required and/or authorized products or services. There are no limits on our right to do so. If we modify the System, you may be required to add or replace equipment, signs and fixtures, and you may have to make improvements or modifications as necessary to maintain uniformity with our current standards and specifications.

From time to time, we may allow certain services or products that are not otherwise authorized for general use as a part of the System to be offered locally or regionally based upon such factors as we determine, including test marketing, your qualifications, and regional or local differences.

Franchisor does not put limitations on medical care and services provided by Franchisee as long as Franchisee is licensed within the state it is doing business, hires the appropriate employees who are licensed to provide such medical care and services and does not interfere with the delivery of medical care and services as ordered by a doctor and/or proper health authority.

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

	Provision	Section In The Franchise Agreement	Summary
a	Term of the franchise	Section II.A	The initial term is 10 years.
b	Renewal or extension of the term	Section II.B	You may renew for an unlimited number of additional terms of 10 years each, subject to (c) below.
c	Requirements for you to renew or extend	Section II.C	You may renew the Franchise Agreement if you: have substantially complied with the provisions of the Franchise Agreement; have the right to maintain possession of the Approved Location or an approved substitute location for the term of the renewal; have made capital expenditures as necessary to maintain uniformity with the System; have satisfied all monetary obligations owed to us; are not in default of any provision of the Franchise Agreement or any other agreement between you and us; have given timely notice of your intent to renew; sign a Renewal Agreement that is in effect at the time of renewal, which may be materially different than the terms and conditions from the original contract; comply with current qualifications and training requirements; execute a general release in a form satisfactory to us and subject to state law; and pay our then-current renewal fee.
d	Termination by you	Not applicable	Breach of contract
e	Termination by us without cause	Not applicable	
f	Termination by us with cause	Section XIII.A	We may terminate the Franchise Agreement only if you default.
g	“Cause” defined- defaults which can be cured	Section XIII.B.	You can avoid termination of the Franchise Agreement if you cure the following defaults within 30 days of receiving our notice of termination: failure to make payments due us; or failure to comply with mandatory specifications in the Franchise Agreement or Manual.

	Provision	Section In The Franchise Agreement	Summary
h	“Cause” defined- defaults which cannot be cured	Section XIII.A.	We have the right to terminate the Franchise Agreement without giving you an opportunity to cure if you: fail to establish and equip the Franchised Business; fail to satisfactorily complete training; make a material misrepresentation or omission in the application for the franchise; are convicted of or plead no contest to a felony or other crime or offense likely to affect the reputation of either party or the Franchised Business; use the Manual or Confidential Information in an unauthorized manner; abandon the Franchised Business for 5 consecutive days; surrender or transfer of control of Franchised Business in an unauthorized manner; fail to maintain the Franchised Business under the supervision of a Designated Manager if you die or become disabled; submit reports on 2 separate occasions understating any amounts due by more than 3%; are adjudicated bankrupt, insolvent or make a general assignment for the benefit of creditors; misuse or make unauthorized use of the Marks, copyrights or Confidential Information; fail on 2 occasions within any 12 months to submit reports or records or to pay any fees due us or any Affiliate; violate any health, safety or other laws or conducts the Franchised Business in a manner creating a health or safety hazard; or default under any other agreement between you and us (or our Affiliate) such that we (or our Affiliate) have the right to terminate the Franchise Agreement.
i	Your obligations on termination/nonrenewal	Section XIV	If the Franchise Agreement is terminated or not renewed, you must: stop operating the Franchised Business; stop using any Confidential Information, the System and the Marks; if requested, assign your interest in the Approved Location to us; cancel or assign to us any assumed names; pay all sums owed to us including damages and costs incurred in enforcing the termination provisions of the Franchise Agreement; return the Manual and all other Confidential Information; assign your telephone and facsimile numbers to us; comply with the covenants not to compete and any other surviving provisions of the Franchise

Provision		Section In The Franchise Agreement	Summary
			Agreement.
j	Assignment of contract by us	Section XII.A.	There are no restrictions on our right to assign our interest in the Franchise Agreement.
k	“Transfer” by you-definition	Section XII.B.	“Transfer” includes transfer of ownership in the franchise, the Franchise Agreement, the Approved Location, the Franchised Business’s assets or the franchisee entity.
l	Our approval of transfer by you	Section XII.B.1.	You may not transfer your interest in any of the above without our prior written consent.
m	Conditions for our approval of transfer	Section XII.B.2.	We will consent to a transfer if: all obligations owed to us are paid; you and the transferee have executed a general release in a form satisfactory to us and subject to state law; the prospective transferee meets our business and financial standards; the transferee and all persons owning any interest in the transferee sign the then current Franchise Agreement; you provide us with a copy of all contracts and agreements related to the transfer; you or the transferee pay a transfer fee equal to the lesser of \$15,000 or 50% of the then current initial franchise fee, plus attorney’s fees; the transferee or the owners of transferee have agreed to be personally bound by all provisions of the Franchise Agreement; you have agreed to guarantee performance by the transferee, if requested by us; the transferee has obtained all necessary consents and approvals of third parties; you or all of your equity owners have signed a non-competition agreement in a form satisfactory to us; and before assuming management of the operation of the Franchised Business, the transferee’s Designated Manager has completed the initial training program.
n	Our right of first refusal to acquire your Franchised Business	Not applicable	
o	Our option to purchase your Franchised Business	Not applicable	
p	Your death or disability	Section XII.D.	If you (or one of you owners) die or become incapacitated, your representative must transfer, subject to the terms of the Franchise Agreement, your interest in the

Provision		Section In The Franchise Agreement	Summary
			Franchised Business within six months of death or incapacity.
q	Non-competition covenants during the term of the franchise	Section XV.B.	You, your owners (and members of their families and households) and your officers, directors, executives managers or professional staff are prohibited from: attempting to divert any business or customer of the Franchised Business to a Competitive Business or causing injury or prejudice to the Marks or the System; or owning or working for a Competitive Business. This provision is subject to state law.
r	Non-competition covenants after the franchise is terminated or expires	Section XV.C. <i>See also</i> Section XV.C.2	For 2 years after the termination or expiration of the Franchise Agreement, you, your owners (and members of their families and households) and your officers, directors, executives managers or professional staff are prohibited from: owning or working for a Competitive Business operating within 30 miles of the Approved Location (or within the Protected Territory, if greater) or any other SENIORS HELPING SENIORS Business; or soliciting or influencing any of our employees or business associates to compete with us or terminate their relationship with us. This requirement is subject to state law.
s	Modification of the agreement	Sections XVI and XXIII.	The Franchise Agreement can be modified only by written agreement between you and us. We may unilaterally modify the Manual if the modification does not materially alter your fundamental rights.
t	Integration/merger clause	Section XXIII.	Only the terms of the Franchise Agreement are binding. Any other promises may not be enforceable.
u	Dispute resolution by arbitration or mediation	Section XXVI.	Except for claims relating to the Marks, Confidential Information and covenants not to compete, all disputes must be arbitrated in Berks County, Pennsylvania and are subject to state law.
v	Choice of forum	Section XXV.	Any litigation must be pursued in courts located in Berks County, Pennsylvania and are subject to state law.
w	Choice of law	Section XXV.A.	Pennsylvania law applies, except that disputes over the Marks will be governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sec. 1051 et seq.) and are subject to state law.

ITEM 18. PUBLIC FIGURES

We do not presently use any public figures to promote our franchise.

ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for such information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

BACKGROUND

This Item sets forth certain historical data submitted by our franchisees. We have not audited this information, nor independently verified this information. Written substantiation for the financial performance representations will be made available to the prospective franchisee upon reasonable request.

Section I in this Item 19 sets forth certain historical data collected from our 103 franchise units that were open and operating for the 12-month period beginning January 1, 2019 through December 31, 2019 as well as our 93 franchise units that were open and operating for the 12-month period beginning January 1, 2020 through December 31, 2020, as well as our 78 franchise units that were open and operating for the 12-month period beginning January 1, 2021 through December 31, 2021 (collectively, the “Measurement Period”).

Section II in this Item 19 sets forth certain historical data collected from our 103 franchise units that were open and operating for the 12-month period beginning January 1, 2019 through December 31, 2019 as well as our 93 franchise units that were open and operating for the 12-month period beginning January 1, 2020 through December 31, 2020, as well as our 78 franchise units that were open and operating for the 12-month period beginning January 1, 2021 through December 31, 2021 that were included in Section I, separated into those franchise units that work full time in their franchised business (defined as 40 hours or more per week) and those that work part time (anything less than 40 hours per week).

Section III in this Item 19 sets forth certain historical data collected from our 29 franchise units that were open and operating during the Measurement Period and that: (i) operate their Franchised Business from an office outside of their home; (ii) offer personal care services (described further below) and (iii) work at least full time in their Franchised Business (defined as 40 hours or more per week). These criteria were selected because these factors are indicative of what we are training to franchisees today. An area of services that we now coach our franchisees to provide are what we refer to as “Personal Care Services.” Personal Care Services are those which typically involve a level of hands-on care of the person receiving the service from the person providing the service greater than just companion care services. Finally, we do not include the results of franchise units who otherwise met the criteria but failed to respond to the survey.

Section I – Average Annual Revenue – Full System

	2019	2020	2021
# of Units	103	93	78
Average Annual Revenue	\$ 471,687	\$ 495,942	\$ 615,031
Median Annual Revenue	\$ 312,098	\$ 400,249	\$ 476,468

Notes to Section I:

1. Average Annual Revenue represents all revenue generated by the franchised business in exchange for services provided.
2. The high figure from this data set is \$2,472,516 and the low figure is \$0. 37 of the 103 franchise units included in this column met or exceeded this average.
3. The high figure from this data set is \$2,799,856 and the low figure is \$0. 35 of the 93 franchise units included in this column met or exceeded this average.
4. The high figure from this data set is \$2,807,029 and the low figure is \$0.30 of the 78 franchise units included in this column met or exceeded this average.
5. Median Annual Revenue represents all franchisee revenues in ascending order and then determining the number in the center of that distribution.
6. All 93 franchise units were surveyed. 52 responses were received. According to these responses:
 1. The average 2021 client count was 50
 2. The average 2021 caregiver count was 46
 3. The Pay rate ranged from \$10 to \$18.50
 4. The Bill rate ranged from \$20 to \$38
 5. The average Caregiver Payroll Cost as a percent of Revenue was 56%
 6. The average Office Staff Payroll Cost as a percentage of Revenue was 9%
 7. The Advertising and Marketing Cost as a percent of Revenue was 3.5%
 8. 34 out of 52 Respondents had an outside office
 9. Average Office Rent was \$1,361/month

Section II – Average Annual Revenue – Full System – Full Time vs. Part Time

Full-Time Franchisees

	2019	2020	2021
# of Units	65	67	62
Average Annual Revenue	\$ 663,374	\$ 640,246	\$ 742,007
Median Annual Revenue	\$ 524,338	\$ 504,392	\$ 553,892

Part-Time Franchisees

	2019	2020	2021
# of Units	36	26	16
Average Annual Revenue	\$ 114,938	\$ 124,083	\$ 122,999
Median Annual Revenue	\$ 83,796	\$ 111,928	\$ 108,516

Notes to Section II:

1. Average Annual Revenue has the same definitions given in the Notes to Section I.
2. The high figure from this data set is \$2,472,516 and the low figure is \$35,192. 27 of the 65 franchise units included in this column met or exceeded this average.
3. The high figure from this data set is \$2,799,856 and the low figure is \$49,960. 24 of the 67 franchise units included in this column met or exceeded this average.

4. The high figure from this data set is \$2,807,029 and the low figure is \$29,734.23 of the 62 franchise units included in this column met or exceeded this average.
5. The high figure from this data set is \$520,267 and the low figure is \$0. 15 of the 36 franchise units included in this column met or exceeded this average.
6. The high figure from this data set is \$470,669 and the low figure is \$0. 11 of the 26 franchise units included in this column met or exceeded this average.
7. The high figure from this data set is \$398,034 and the low figure is \$0.8 of the 16 franchise units included in this column met or exceeded this average.
8. Meridian Annual Revenue has the same definitions given in the Notes to Section I.

Section III – Average Annual Revenue – Current Model

	2019	2020	2021
# of Units	26	27	29
Average Annual Revenue	\$ 863,426	\$ 896,261	\$ 1,016,605
Median Annual Revenue	\$ 769,893	\$ 735,407	\$ 869,274

Notes to Section III:

1. Average Annual Revenue has the same definitions given in the Notes to Section I.
2. The high figure from this data set is \$2,472,516 and the low figure is \$35,192. 10 of the 26 franchise units included in this column met or exceeded this average.
3. The high figure from this data set is \$2,799,856 and the low figure is \$219,057. 10 of the 26 franchise units included in this column met or exceeded this average.
4. The high figure from this data set is \$2,807,029 and the low figure is \$213,932. 12 of the 29 franchise units included in this column met or exceeded this average.
5. Median Annual Revenue has the same definitions given in the Notes to Section I.

GENERAL NOTES TO ITEM 19

1. There is no assurance you will do as well. If you rely upon our figures, you must accept the risk of not doing as well.
2. You should not use the information set forth in the above tables as an indication of how well your franchise will do. Actual results vary from business to business, and we cannot estimate the performance of a particular business. Sales may vary. In particular, the income and expenses of your business will be directly affected by many factors, such as: (a) geographic location; (b) competition from other similar businesses in your area; (c) advertising effectiveness based on market saturation; (d) your product and service pricing; (e) labor costs; (f) ability to generate customers; (g) customer loyalty; (h) customer referrals and other lead sources; and (i) competition from businesses offering similar services.
3. This analysis does not contain complete information concerning the operating costs and expenses that you will incur in operating your business. Operating costs and expenses may vary substantially from business to business. This Item 19 also does not contain any information about fees that you must pay to us, such as royalty or advertising fees or other expenses such as rent or class operating supplies.
4. Importantly, you should not consider Average Annual Revenue or Average Monthly Revenue presented above to be the actual or potential gross sales that you will realize. We do not represent that you can or will attain these gross sales, or any particular level of gross sales. We do not represent that you will generate income, which exceeds the initial payment of, or

investment in, the franchise.

5. Therefore, we recommend that you make your own independent investigation to determine whether or not the franchise may be profitable to you. You should use the above information only as a reference in conducting your analysis and preparing your own projected income statements and cash flow statements. We suggest strongly that you consult your financial advisor or personal accountant concerning financial projections and federal, state and local income taxes and any other applicable taxes that you may incur in operating a Franchised Business.
6. Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Philip W.S. Yocom at 50 Grandview Boulevard, Wyomissing Hills, PA 19609 or (610) 927-2778, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

**System-wide Outlet Summary
for years 2019 to 2021**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2019	125	110	-15
	2020	110	100	-10
	2021	100	106	6
Company Owned	2019	2	2	0
	2020	2	2	0
	2021	2	2	0
Total Outlets	2019	127	112	-15
	2020	112	102	-10
	2021	102	108	6

Table No. 2

**Transfers of Outlets from Franchisees to New Owners
(other than the Franchisor) for years 2019 to 2021**

State	Year	Number of Transfers
Florida	2019	0

	2020	1
	2021	0
Illinois	2019	0
	2020	1
	2021	0
Michigan	2019	1
	2020	0
	2021	0
Minnesota	2019	0
	2020	0
	2021	1
Nebraska	2019	0
	2020	0
	2021	1
Nevada	2019	1
	2020	0
	2021	0
New Jersey	2019	0
	2020	0
	2021	1
New York	2019	0
	2020	0
	2021	1
North Carolina	2019	0
	2020	1
	2021	1
Pennsylvania	2019	0
	2020	1
	2021	1
Texas	2019	2
	2020	0
	2021	0
Virginia	2019	1
	2020	0
	2021	0
Total	2019	5
	2020	4
	2021	6

Table No. 3
Status of Franchise Outlets
For years 2018 to 2020

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of Year
Arkansas	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	1	0	0	0	1
Arizona	2019	2	0	1	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
California	2019	7	0	1	0	0	0	6
	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
Colorado	2019	5	0	0	0	0	0	5
	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
Connecticut	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
Delaware	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Florida	2019	14	1	0	0	0	0	15
	2020	15	0	0	0	0	1	14
	2021	14	1	2	0	0	0	13
Georgia	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	1	0	0	0	0	2
Hawaii	2019	1	0	1	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Illinois	2019	5	0	0	0	0	0	5
	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
Indiana	2019	4	0	1	0	0	0	3
	2020	3	0	1	0	0	0	2
	2021	2	0	0	0	0	0	1
Iowa	2019	1	0	0	0	0	1	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Kansas	2019	1	0	0	0	0	0	1
	2020	1	0	0	1	0	0	0
	2021	0	0	0	0	0	0	0
Kentucky	2019	1	0	0	0	0	0	1
	2020	1	0	1	0	0	0	0
	2021	0	0	0	0	0	0	0
Louisiana	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Maryland	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Massachusetts	2019	3	0	1	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2

Michigan	2019	12	0	2	0	0	0	10
	2020	10	0	1	1	0	1	7
	2021	7	0	1	1	0	0	5
Minnesota	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	1	0	0	0	1
Missouri	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
Nebraska	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
Nevada	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
New Hampshire	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
New Jersey	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	1	0	0	0	0	2
New York	2019	8	0	0	0	0	0	8
	2020	8	0	0	0	0	0	8
	2021	8	0	0	0	0	1	7
North Carolina	2019	10	0	2	0	0	0	8
	2020	8	0	2	0	0	1	5
	2021	5	0	0	0	0	1	4
Ohio	2019	7	0	1	1	0	0	5
	2020	5	0	0	0	0	0	5
	2021	5	1	0	0	0	0	6
Pennsylvania	2019	6	0	0	0	0	0	6
	2020	6	0	0	0	0	0	6
	2021	6	1	1	0	0	0	6
South Carolina	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Tennessee	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
Texas	2019	4	0	2	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	8	0	0	0	0	10
Utah	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Virginia	2019	3	0	0	0	0	1	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
Washington	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
Wisconsin	2019	4	0	0	0	0	0	4
	2020	4	0	0	0	0	1	3
	2021	3	0	0	1	0	0	2
International	2019	6	0	1	0	0	0	5
	2020	5	1	0	0	0	0	6
	2021	6	2	0	0	0	0	8
Totals	2019	125	1	13	1	0	2	110
	2020	110	1	5	2	0	4	100
	2021	100	17	6	3	0	2	106

Table No. 4**Status of Company-Owned Outlets
for years 2019 to 2021**

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
All States	2019	2	0	0	0	0	2
	2020	2	0	0	0	0	2
	2021	2	0	0	0	0	2
Totals	2019	2	0	0	0	0	2
	2020	2	0	0	0	0	2
	2021	2	0	0	0	0	2

**Table No. 5
Projected New Franchised Outlets
as of December 31, 2022**

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company-Owned Outlets in the Current Fiscal Year
Alabama	0	1	0
Arizona	0	1	0
Arkansas	0	1	0
California	0	1	0
Colorado	0	1	0
Connecticut	0	1	0
Delaware	0	1	0
Florida	0	1	0
Georgia	1	1	0
Idaho	0	1	0
Illinois	0	1	0
Iowa	0	1	0
Indiana	0	1	0
Kansas	0	1	0
Kentucky	0	1	0
Louisiana	0	1	0
Maryland	0	1	0
Massachusetts	0	1	0
Michigan	0	1	0
Minnesota	0	1	0
Missouri	0	1	0
Nebraska	0	1	0
Nevada	0	1	0
New Hampshire	0	1	0

New Jersey	0	1	0
New Mexico	0	1	0
New York	0	1	0
North Carolina	0	1	0
Ohio	1	1	0
Oklahoma	0	1	0
Oregon	0	1	0
Pennsylvania	0	1	0
South Carolina	0	1	0
Tennessee	0	1	0
Texas	2	1	0
Utah	0	1	0
Virginia	0	1	0
Washington	2	1	0
Washington D.C.	0	1	0
Wisconsin	0	1	0
Total	6	40	0

ITEM 21. FINANCIAL STATEMENTS

Attached as Exhibit G are our audited financial statements for our fiscal years ending December 31, 2021, December 31, 2020 and December 31, 2019.

Our fiscal year end is December 31.

ITEM 22. CONTRACTS

Copies of the following contracts or documents are also attached as Exhibits to the Disclosure Document that you may be required to execute in connection with your franchise purchase:

Franchise Agreement (and Exhibits)	Exhibit C
Personal Guaranty	Attachment A to the Franchise Agreement
Telephone Assignment Agreement	Attachment B to the Franchise Agreement
Employee Non-Disclosure and Confidentiality Agreement	Attachment C-1 to the Franchise Agreement
Non-Disclosure and Confidentiality Agreement	Attachment C-2 to the Franchise Agreement
Bank Authorization Agreement	Attachment D to the Franchise Agreement
Waiver and Release Claims	Attachment E to the Franchise Agreement

We provide no other contracts or agreements for your signature.

ITEM 23. RECEIPTS

Our and your copies of the disclosure document issued March 16, 2022, receipt are attached as Exhibit I to this disclosure document. You are to sign both, keep one copy and return the other copy to us.

EXHIBIT “A”

STATE AGENCIES AND ADMINISTRATOR

LIST OF STATE ADMINISTRATORS

California Commissioner of the Department of
Business Oversight
TOLL FREE 1-(866) 275-2677
320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344
California Commissioner of the Department of
Business Oversight
1515 K Street, Suite 200
Sacramento, CA 95814-4052

California Commissioner of the Department of
Business Oversight
One Sansome St., #600
San Francisco, CA 94104

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813

Illinois Attorney General
500 South Second Street
Springfield, IL 62706

Indiana Secretary of State
Securities Division
302 West Washington Street, Room E-11
Indianapolis, IN 46204

Maryland Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, MD 21202

Michigan Department of the Attorney General
Consumer Protection Division
Attn: Franchise Section
525 W. Ottawa Street
G. Mennen Williams Building, 1st Floor
Lansing, MI 48933

Commissioner of Commerce
Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, MN 55101-2198

New York Department of State
One Commerce Plaza
99 Washington Avenue, 6th Floor
Albany, NY 12231

North Dakota Securities Department
State Capital, 5th Floor
600 East Boulevard Avenue
Bismarck, ND 58505-0510

Oregon Department of Consumer
and Business Services
Division of Finance and Corporate
Securities labor and Industries
350 Winter Street, NE, Room 410
Salem, OR 97310-3881
(503) 378-4140

Director, Department of Business Regulations
Rhode Island Division of Securities
233 Richmond Street, Suite 232
Providence, RI 02903-4232

South Dakota Division of Insurance
Securities Regulation
124 S. Euclid Suite 104
Pierre, SD 57501
(605) 773-3563

Statutory Document Section
Texas Secretary of State
P.O. Box 12887
Austin, TX 78711
(512) 475-1769

State of Utah
Division of Consumer Protection
P.O. Box 45804
Salt Lake City, Utah 84145-0804
(801) 530-6601
State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, VA 23219
(804) 371-9051

State of Washington
Director, Department of Financial Institutions
Securities Division
150 Israel Road, SW
Olympia, WA 98501
Wisconsin Commissioner of Securities
345 W Washington Ave., 4th Floor
Madison, WI 53703

EXHIBIT "B"

FRANCHISOR'S AGENTS FOR SERVICE OF PROCESS

AGENTS FOR SERVICE OF PROCESS

California Commissioner of the Department of
Business Oversight
320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344

Commissioner of the Department of Business
Oversight
One Sansome St., #600
San Francisco, California 94104

Commissioner of the Department of Business
Oversight
1515 K Street., Suite 200
Sacramento, CA 95814

Commissioner of Securities of the State of
Hawaii
Department of Commerce and Consumer
Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813

Illinois Attorney General
500 South Second Street
Springfield, IL 62706

Indiana Secretary of State
Securities Division
302 West Washington Street, Room E-111
Indianapolis, IN 46204

Maryland Securities Commissioner
Office of Attorney General
Securities Division
200 St. Paul Place
Baltimore, MD 21202-2020

Michigan Department of Attorney General
Consumer Protection Division
Antitrust and Franchise Unit
P.O. Box 30054, 6546 Mercantile Way
Lansing, MI 48909

Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, MN 55101-2198

New York Department of State
One Commerce Plaza
99 Washington Avenue, 6th Floor
Albany, NY 12231
(518) 473-2492

North Dakota Securities Commissioner
State Capitol – 5th Floor
600 E. Boulevard Avenue
Bismarck, ND 58505

Director, Department of Business Regulation
Division of Securities
Suite 232
233 Richmond Street
Providence, RI 02903-4232

South Dakota Division of Insurance
Securities Regulation
124 S. Euclid Suite 104
Pierre, SD 57501
(605) 773-3563

Clerk of the State Corporation Commission
Tyler Building, 1st Floor
1300 East Main Street
Richmond, VA 23219

Director, Department of Financial Institutions
Securities Division
150 Israel Road, Southwest
Olympia, WA 98501

Wisconsin Commissioner of Securities
345 West Washington Avenue, 4th Floor
Madison, WI 53703
(608) 261-9555

EXHIBIT “C”
FRANCHISE AGREEMENT

SENIORS HELPING SENIORS,L.L.C.

**FRANCHISE
AGREEMENT**

TABLE OF CONTENTS

I. GRANT OF FRANCHISE..... 1

II. TERM AND RENEWAL..... 2

III. DUTIES OF SENIORS HELPING SENIORS..... 3

IV. FEES..... 5

V. DUTIES OF FRANCHISEE..... 7

VI. PROPRIETARY MARKS..... 11

VII. CONFIDENTIAL MANUAL..... 12

VIII. CONFIDENTIAL INFORMATION..... 13

IX. ACCOUNTING, INSPECTIONS AND RECORDS..... 15

X. ADVERTISING..... 16

XI. INSURANCE..... 17

XII. TRANSFER OF INTEREST: OPERATION BY SENIORS HELPING SENIORS..... 19

XIII. DEFAULT AND TERMINATION..... 22

XIV. OBLIGATIONS UPON TERMINATION..... 25

XV. COVENANTS..... 28

XVI. CHANGES AND MODIFICATIONS..... 30

XVII. TAXES AND INDEBTEDNESS..... 30

XVIII. INDEPENDENT CONTRACTOR AND INDEMNIFICATION..... 31

XIX. APPROVALS AND WAIVERS..... 32

XX. NOTICES..... 33

XXI. RELEASE OF PRIOR CLAIMS..... 34

XXII. DISCLOSURE STATEMENT AND DISCLAIMER..... 34

XXIII. ENTIRE AGREEMENT..... 35

XXIV. SEVERABILITY AND CONSTRUCTION..... 35

XXV. APPLICABLE LAW..... 36

XXVI. DISPUTE RESOLUTION..... 36

XXVII. ESTOPPEL STATEMENT..... 37

XXVIII. ACKNOWLEDGMENTS..... 38

<u>SCHEDULE 1</u>	Description of the Area Comprising the Territory
<u>SCHEDULE XV</u>	Permitted Business Activities
<u>ATTACHMENT A</u>	Guaranty
<u>ATTACHMENT B</u>	Telephone Assignment Agreement
<u>ATTACHMENT C-1</u>	Form of Employee Nondisclosure and Confidentiality Agreement
<u>ATTACHMENT C-2</u>	Form of Nondisclosure and Confidentiality Agreement for Non-employees
<u>ATTACHMENT D</u>	Bank Authorization Agreement
<u>ATTACHMENT E</u>	Franchise Agreement Development Schedule

SENIORS HELPING SENIORS, L.L.C.

FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by _____ and between Seniors Helping Seniors, L.L.C. or its assignees, a limited liability company organized under the laws of the State of Delaware, whose principal place of business is 50 Grandview Boulevard, Wyomissing Hills, Pennsylvania 19609 (hereinafter referred to as “SHS”) and whose principal place of business is _____ (hereinafter referred to as “you”).

WITNESSETH:

WHEREAS, SHS owns a proprietary system (the “System”) for the operation of a Seniors Helping Seniors business specializing in companion care, homemaker services, transportation, shopping and errands, light handyman and repair services, personal care, Alzheimer’s/dementia care (memory care) and TeleCare, assistive technologies, facility referral services, adult day care; and medical and home health services including skilled nursing, medication management, health monitoring, wound care, catheter management, injections and blood draws, occupational therapy and rehabilitation therapy (collectively, the “Services”), all under the service mark Seniors Helping Seniors (the “Franchised Business”);

WHEREAS, the System is identified by trade names, service marks, trademarks, logos, emblems and indicia of origin that are licensed to SHS on an exclusive basis by Corporate Mutual Resources, Inc., including the service mark Seniors Helping Seniors and the Seniors Helping Seniors logo, and any other trade names, service marks, logos and trademarks that are now, or may hereafter be designated by SHS for use in connection with the System (the “Proprietary Marks”);

WHEREAS, you desire to operate a Franchised Business under the System, using the Proprietary Marks and to obtain a license from SHS for that purpose, as well as to receive the assistance provided by SHS in connection therewith;

NOW, THEREFORE, the parties, in consideration of the promises, undertakings and commitments of each party to the other set forth herein, hereby mutually agree as follows:

I. GRANT OF FRANCHISE

A. Grant. SHS grants you, and you accept, upon the terms and conditions herein contained, the nonexclusive right and personal license to operate a Franchised Business in conformity with SHS’ quality control standards and specifications which are a material part of the System. You accept this license and agree to perform all obligations in connection therewith as set forth herein.

B. Site and Relocation. You must operate the Franchised Business from a site approved by SHS within the boundaries of the Territory assigned below. You must notify SHS in the event you desire to relocate the Franchised Business.

C. Territory. Subject to the terms of this Agreement, SHS grants you the exclusive right and license to operate one (1) Franchised Business as defined above within the boundaries described in Schedule 1 attached hereto (hereinafter referred to as the “Territory”). SHS agrees that, provided you remain in good standing under the terms of this Agreement, including meeting mutually agreed upon performance targets, SHS will not itself operate, or grant to another franchisee the right to operate, within the Territory. If you fail to meet the requisite performance targets within

the Territory as reasonably established by mutual agreement in your business plan (or if you fail to submit a business plan as required under this Agreement), grounds for default under Section XIII.B. of this Agreement will exist and SHS may reduce the size of the Territory or revoke the terms of exclusivity herein.

D. Operation Outside the Territory. You are not restricted from conducting your Franchised Business beyond the Territory, including providing services and soliciting referral sources unless and until such area beyond your territory is awarded to another Seniors Helping Seniors franchisee. Notwithstanding the forgoing, at no point are you permitted to solicit clients beyond your Territory.

E. Reservation of Certain Rights. Subject to the exclusivity provisions set forth in this Agreement, SHS reserves the right to offer, grant and support franchises, licenses or enter into business combinations with third parties in similar and other lines of business. SHS makes no representation or warranty to you that there will be any right to participate in such activities.

II. TERM AND RENEWAL

A. Initial Term. Except as otherwise provided herein, the term of this Agreement shall be for ten (10) years commencing on the date of execution of this Agreement.

B. Renewal Term. You may, at your option, continue the operation and management of the Franchised Business for unlimited additional ten (10) year terms, subject to the conditions set forth in Section II.C.

C. Conditions of Renewal. The following conditions must be met (prior to each renewal period, unless and to the extent expressly waived in writing by SHS):

1. You must give SHS written notice of your election to renew this Agreement not less than nine (9) months prior to the end of the current term of this Agreement;
2. At least six (6) months prior to the expiration of the current term of this Agreement, SHS shall have the right to give notice of all required modifications to the nature and quality of the Services offered in connection with the Franchised Business, as well as your advertising, marketing and promotional programs;
3. You must not be in default of any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between you and SHS or its subsidiaries, affiliates and suppliers. You must have substantially complied with all of the terms and conditions of such agreements during the terms thereof;
4. You must have satisfied all of your monetary obligations to SHS and its subsidiaries, affiliates and suppliers, and must have timely met those obligations throughout the term of this Agreement;
5. Unless waived by SHS, you must attend SHS' then current qualification and training programs;

6. Subject to applicable law, you and, where applicable, your shareholders, members, directors and officers shall execute a general release, in a form prescribed by SHS, of any and all claims against SHS and its subsidiaries and affiliates, and their respective officers, directors, agents and employees. You will not be required, however, to release SHS from violations of, or failure to comply with, federal or state franchise registration and disclosure laws;

7. Your operation and management of the Franchised Business shall be in full compliance with the System;

8. You must maintain, and be in good standing with, all necessary and appropriate licenses and permits; and

9. You must pay to SHS a renewal fee of Ten Thousand Dollars (\$10,000) for the first territory, and Five Thousand Dollars (\$5,000) for each subsequent territory.

In the event that any of the foregoing conditions to renewal have not been met at least two (2) months prior to the expiration of the current term of this Agreement, then SHS shall have no obligation to renew this Agreement and shall give you at least thirty (30) days prior written notice of its intent not to renew this Agreement, subject to applicable law, which notice shall set forth the reasons for such refusal to renew.

III. DUTIES OF SENIORS HELPING SENIORS

A. Pre-Opening Obligations. Prior to commencing operations of the Franchised Business, SHS will:

1. provide you with guidelines and specifications for the operation and management of the Franchised Business, which guidelines and specifications must be adopted by you, including sales and marketing your Franchised Business, repair and maintenance service procedures, computer software training, advertising and promotional techniques, and staffing;

2. provide an initial training program in the establishment and operation of the Franchised Business which must be successfully completed to SHS' satisfaction;

3. loan you a single copy of the SHS Operations Manuals (collectively, the "Manual") as amended from time to time, which will include standards and specifications for procedures, management, and operation of the Franchised Business;

4. evaluate your business systems, marketing plans, etc. to ensure your Franchised Business is properly set up in accordance with SHS' specifications;

5. license to you the right to use the Proprietary Marks in connection with the Franchised Business and to identify the Franchised Business as a Seniors Helping Seniors business;

6. use its best efforts to obtain on your behalf favorable rates for insurance coverage, vehicle financing, computers or other equipment items for the Franchised Business (subject to any eligibility requirements established by the vendors of such products and services);
7. review and approve or disapprove advertising, marketing, promotional and pre-opening materials submitted for review during the first six months of your operations; and
8. license to you the right to use and make available for your use our proprietary software in connection with the Franchised Business.

B. Post-Opening Obligations. Following the opening of the Franchised Business, SHS will:

1. provide as much basic advisory assistance as it believes, in its sole discretion, will be helpful to you in the ongoing operation, advertising and promotion of the Franchised Business, which assistance may (but is not required to) include, an annual on-site visit, limited telephone support, on-line intranet forums and teleconferences;
2. coordinate and conduct periodic training programs for its network of franchisees as it deems necessary in its sole discretion;
3. provide optional fee-based specialized training and assistance as it believes, in its sole discretion, will be helpful to you in the ongoing operation, advertising and promotion of the Franchised Business, including, for example, additional site visits, sales training, management training, round table seminars, detailed marketing plan review, detailed business planning, specialized best practices modules and any support in excess of basic non- fee-based support;
4. provide you with updates, revisions and amendments to the Manual;
5. continue its efforts to establish and maintain high standards of quality, customer satisfaction and service. To that end, SHS will conduct inspections on a periodic basis as it deems advisable, of the Franchised Business and its operations and will evaluate the methods and the staff employed therein;
6. make available at your expense certain promotional items, including apparel and the like which bear the Proprietary Marks for use by you in promoting the Franchised Business; and
7. review your annual business plan which is due by the 15th of November each year and determine mutually agreed upon reasonable performance targets for the next calendar year.

All of SHS' obligations under this Agreement are to you, and no other party is entitled to rely on, enforce or obtain relief for breach of such obligations either directly or by subrogation.

IV. FEES

A. Payments to Seniors Helping Seniors. In consideration of the right and license to operate the Franchised Business granted herein, you shall pay to SHS the following fees, all in U.S. dollars:

1. Initial Franchise Fee. The total initial franchise fee payable to SHS by you shall be Fifty Thousand Dollars (\$50,000). The initial franchise fee is payable in full upon the execution of this Agreement. The entire initial franchise fee is deemed fully earned upon receipt by SHS and is not refundable in whole or in part, subject to a failure to agree on the location of your site as described in Section V(S) below.

2. Royalty Fees. You must pay SHS a continuing non-refundable monthly royalty fee initially equal to (i) six percent (6%) of monthly Gross Sales (as that term is defined herein) or (ii) five percent (5%) of annualized Gross Sales in excess of \$400,000.

During the first two weeks of each new calendar year, we will reconcile annual Gross Sales for the prior year. If Gross Sales for the prior year increase above or decrease below the threshold or five percent (5%) set forth in clauses 2 above, we will adjust the royalty fee accordingly in the new calendar year. In addition, if you have at least six months of continuous operation in your first year of operations, we will annualize your Gross Sales for purposes of reconciliation and determination of whether to adjust your royalty fee accordingly.

Commencing on the fourth month the Monthly Minimum Royalty Fee is detailed in the table below:

Royalty Fee Calculation		
Time Period	Monthly Minimum Gross Sales	Monthly Minimum Royalty Fee
4 th Month through the 12 th Month	\$5,833	\$350
13 th Month through the 24 th Month	\$7,500	\$450
25 th Month through the 36 th Month	\$10,833	\$650
37 th Month through the 48 th Month	\$12,500	\$750
49 th Month through the Remaining Term	\$15,000	\$900

If you fail to meet the Monthly Minimum Gross Sales requirement during any time period outlined above, then you must pay us the Monthly Minimum Royalty Fee and we may establish or operate, or license others to establish or operate, SENIORS HELPING SENIORS Businesses or competing businesses within the Territory.

3. Advertising Fund Contribution. We require you to contribute one percent (1%) of your monthly Gross Sales to a regional cooperative advertising and promotional fund (“Regional Advertising Fund”). SHS may increase this contribution only if authorized by a majority of your regional franchise council.

We also reserve the right in the future to require you to contribute one percent (1%) of your

monthly Gross Sales to a national cooperative advertising and promotional fund (the “National Advertising Fund”).

4. Field Support and Inspection Fee. We will provide additional fee-based consulting services for you and your employees upon your request. These services may be delivered through on-site visits, telephonically or in person at our offices. We will invoice you for all fees and expenses upon completion of the consultant’s service. Payment must be received within 10 days of the invoice date or we will directly debit your account.

5. Training Fee. In addition to the initial franchise fee, you must pay a \$5,000 Training Fee upon the execution of this Agreement. The entire training/ fee is deemed fully earned upon receipt by SHS and is not refundable in whole or in part.

6. Transfer Fee. In the event you transfer the Franchised Business and subject to the provisions of Article XII below, you will be required to pay a transfer fee equal to the lesser of \$15,000 or 50% of the then current initial franchise fee for the first territory and \$5,000 for each subsequent territory, plus attorney’s fees, unless the transfer is made by you to a corporation or other legal entity formed solely for the convenience of ownership.

7. Grand Opening Expenditure. You will be required to spend a minimum of \$20,000 on marketing efforts to include grand opening advertising during the first 3 months of operation. You may choose to spend more. Factors that may affect your decision on the actual amount to spend include local media cost, location of the Franchised Business and customer demographics in the surrounding area. Also, it would depend on how quickly you want to build your business. Someone choosing to build a large business may want to invest more money into advertising upfront.

8. Website Fee. You must pay SHS a continuing non-refundable monthly website fee of \$30, for domain hosting and the monthly maintenance and backup of your franchised website.”

B. Late Fees and Interest on Late Payments. Any fees not received by SHS by the tenth day of the month following the month for which payment was due shall be considered late.

1. Late Payments. All overdue amounts will bear interest, until paid, at the rate of two (2) times the prime rate then being charged by the Chase Manhattan Bank, N.A. on the date payment was due, or the highest rate permitted by applicable state law, whichever is less (the “Default Rate”). Interest shall be calculated on a daily basis. Interest charges are non-refundable, and interest shall be in addition to any other remedies SHS may have.

2. Late Reports. If you fail to submit when due any required document, information, financial statement, business plan, report or other submission, you automatically will be assessed a late reporting fee of \$100 per month for each month a required submission is overdue.

C. Definition of Gross Sales. “Gross Sales” is defined as all sales generated through the Franchised Business after a signed contract has been delivered and any right of rescission has expired, including fees for any and all Services you perform, whether for cash or credit (regardless of collectability), and billings of every kind or nature related to the Franchised Business; provided, however, that “Gross Sales” shall not include any refunds, sales tax or other taxes collected from your customers for transmittal to the appropriate taxing authority. Gross sales will include all fees

collected for services you perform or provide even if they are beyond the scope of the Services permitted under the operations manual or the system generally.

D. Audits. SHS has the right to audit the books and records of the Franchised Business, in accordance with Section IX.E.

E. Reporting Procedures. You must maintain and preserve during the term of this Agreement and must preserve for the time period specified in the Manual, full, complete and accurate books, records and accounts and all supporting materials in accordance with SHS' procedures and guidelines. You are required by this Agreement to periodically submit to SHS at your expense, certain reports, records, information and data as SHS may reasonably designate upon request or as specified in writing. You must also submit to SHS, upon request, a copy of any of your federal and state sales or income tax returns applicable to the Franchised Business.

F. Local Marketing Expenditure. You must spend at least one percent (1%) of your quarterly gross sales on local marketing and promotion, in accordance with the requirements set forth in Section X. All marketing materials must comply with policies and procedures established by SHS.

G. Electronic Funds Transfer. We shall have the right to effect an electronic funds transfer from your account specified in the Bank Authorization Agreement to satisfy any payment owed to us under this Agreement or any other agreement related to the Franchised Business, whether or not expressly set forth herein. In order to effect any electronic funds transfers pursuant to this Agreement, you shall execute a Bank Authorization Agreement in the form attached hereto as Attachment D. In light of the foregoing, you must maintain at all times sufficient funds to satisfy any draw made by us on the account(s) you designate in the Bank Authorization Agreement and you agree to reimburse us for any charges assessed to us (based upon the current bank charge incurred) in the event there are insufficient funds in such designated account(s). Notwithstanding the foregoing, however, we may request at any time in our sole discretion that you make a required payment in non-electronic form in lieu of electronic funds transfer and we shall be entitled to receive any payment due from you by way of check or cash or other non-electronic form.

V. DUTIES OF FRANCHISEE

A. Compliance with System. You understand and acknowledge that the appearance and operation of the Franchised Business in compliance with the System is critical to SHS, you, and other franchisees operating under the System, in order to: (1) develop and maintain high and uniform operating standards; (2) increase the demand for the Services provided by franchisees; and (3) protect the Proprietary Marks and the System, as well as SHS' trade secrets, reputation and goodwill.

B. Procurement of Business Licenses. You must obtain all business licenses, registrations, permits and certifications required for the commencement and ongoing operation of the Franchised Business and shall provide to SHS copies of all required licenses. You are responsible for determining all of your licensing requirements from your state and local authorities and must submit a list of such requirements to SHS for review prior to opening.

C. Initial Training. In accordance with the terms and conditions set forth in Section III of this Agreement, you must successfully complete the initial training program ("Initial Training") provided by SHS. The first two days of Initial Training ("New Partner Orientation") shall provide

a general overview of the System and the Franchised Business, an additional three days (“Owner’s Training”) shall be devoted to understanding a more detailed business strategy and “One-on-One Opening Support” shall be devoted to providing hands-on training. If you employ a manager, then your manager must attend Initial Training and you must attend the first two days of Initial Training. Initial training must be completed, to SHS’ satisfaction, prior to the opening of the Franchised Business. SHS will provide and pay for instruction and training materials in connection with attendance by you and your approved manager at the initial training program. You are responsible for any and all other expenses incurred by you and your employees during initial training, including the costs of entertainment, lodging, travel, meals and employee wages. The initial training program will be conducted at SHS’ headquarters in the Reading, Pennsylvania metropolitan area, your location and/or at a site to be determined by SHS.

D. Ongoing Training. You and your approved manager (if you have one) must attend and complete, to SHS’ reasonable satisfaction, such special programs or periodic additional training as SHS may require in writing from time to time. SHS will only provide and pay for instruction and training materials in connection with this additional training. You will be responsible for any and all other expenses incurred in training, including, without limitation, the costs of meals, entertainment, lodging, travel, and employee wages.

E. Full Term Performance. You agree to perform your obligations under this Agreement faithfully and honestly, and to continuously exert your best efforts to promote and enhance your Franchised Business and the SHS System, for the full term of this Agreement. Furthermore, you agree not to engage in any other business or activity that may conflict with your obligations under this Agreement. You must not offer any other line of business, services or products without our prior written consent. You may use the Marks, the Copyrights and the System only for purposes of operating as an SHS Franchised Business for the marketing and sale of, and to perform, render, or provide, the Services in accordance with this Agreement and our standards.

F. Supervision. The Franchised Business must be under full time, direct, on-site supervision by you or your designated manager who we must approve. You or your approved manager or supervisor must have at least 5 years of business experience. You and your approved manager (if you have one) shall successfully complete SHS’ initial training program and devote your or his full time and energy during business hours to the Franchised Business. Approval of your manager shall not be withheld unreasonably if you and your manager designee demonstrate to SHS’ satisfaction that your designee meets SHS’ educational, managerial, professional and business requirements.

G. Compliance with Uniform Standards. You must operate the Franchised Business in conformity with such uniform methods, standards and specifications as SHS may from time to time prescribe to ensure that the highest degree of quality and service is uniformly maintained. You shall conduct your business in a manner that reflects favorably at all times on the System and the Proprietary Marks. You must not engage in deceptive, misleading or unethical practices or commit any other act which may have a negative impact on the reputation and goodwill of SHS or any other franchisee operating under the System. Pursuant to this ongoing responsibility, you agree:

1. To operate the Franchised Business at a standard of excellence consistent with the requirements set forth in the Manual, with special emphasis on customer service; and
2. To maintain all required licenses, registrations and permits in good standing.

H. Purchase of Products and Services. You must purchase, own or lease certain equipment

and certain products and services as may be specified in the Manual, solely from approved suppliers who have demonstrated, to the continuing reasonable satisfaction of SHS, the ability to meet SHS' reasonable standards and specifications for such products and related services. These approved suppliers must meet all of SHS' specifications and standards as to content, quality, appearance, warranty, performance and serviceability and must adequately demonstrate their capacity and facilities to supply your needs for an effective and efficient operation of the Franchised Business as well as all Franchised Businesses operating under SHS' System.

I. Proprietary Methods. SHS has developed certain operational systems and management techniques and may continue to develop additional proprietary methods and techniques for use in the operation of the Franchised Business which are all highly confidential and which are trade secrets of SHS. Because of the importance of quality control, uniformity of service and the significance of the proprietary items to the System, it is to the mutual benefit of the parties that SHS closely control the dissemination of this proprietary information. Accordingly, you must comply and strictly follow these techniques in the operation of the Franchised Business and must purchase from approved sources designated by SHS any supplies or materials necessary to protect and implement such techniques.

J. Development of the Market. You shall at all times use your best efforts to promote and increase the sales and consumer recognition of the Services offered by the Franchised Business pursuant to the System and the Manual, to effect the widest and best possible distribution of Services from the Franchised Business.

K. Display of Proprietary Marks and Logos. You must, at your own cost, display SHS' Proprietary Marks and logos on the Franchised Business's vehicle(s), uniforms and otherwise in the manner prescribed by SHS. The color, design and location of these displays will be specified by SHS and may be changed from time to time in the sole discretion of SHS, and you must make these changes at your own cost.

L. Nondisclosure Agreements. You and your employees, officers, directors, shareholders and independent contractors shall sign a form of nondisclosure and confidentiality agreement that names SHS as a third-party beneficiary to such agreements, in the forms attached hereto as Attachment C-1 or C-2.

M. Other Requirements. You must comply with all other requirements set forth in this Agreement, in the Manual or as SHS may designate from time to time.

N. Safety Standards. You shall maintain the highest safety standards and ratings applicable to the operation and management of the Franchised Business and its personnel as SHS may reasonably require.

O. Working Capital. You shall maintain sufficient levels of working capital for use in connection with the management and operation of the Franchised Business. You must have working capital in place to support your business model as described in your business plan and provide us documentation demonstrating the availability of such working capital at least 30 days prior to commencing operations.

P. Computer System. You are required to purchase and maintain software as specified in the Manual, which may be updated from time to time. SHS may poll via internet all of its franchisees' computer systems in order to compile sales data, consumer trends, costs, and other

such financial and marketing information it deems appropriate. SHS may distribute this data on a confidential basis to its franchisees. Data shall be maintained using a Standard Chart of Accounts as provided by SHS.

Q. Customer Database. You acknowledge and agree that SHS and/or its affiliate has all the rights of, and upon Termination of this Agreement is the sole owner of information contained in any customer database maintained by you in connection with your operation of the Franchised Business. SHS may at any time elect to require you to maintain the customer database on a central server where SHS may access it. SHS may use data derived from any customer database maintained by you for any purpose.

R. Answering System and Forwarding Calls. You must arrange adequate telephone service for use in the Franchised Business. No other business shall be conducted utilizing the telephone number assigned to or used in your Franchised Business. Telephone Answering & Service: You must have your business telephone answered by a live person during normal daytime working hours and to respond by telephone to all inquiries for client services within one hour after the initial contact by a potential or current client. Your phone system must be capable of forwarding calls to your cell phone if no one is in the office. At all times, when an answering machine/message is used to greet callers (including evening/night hours between 6:00PM and 8:00AM) a professional outgoing message must include the name "Seniors Helping Seniors".

S. Site Approval. Your office must be at least three hundred and fifty (350) square feet in size and include sufficient space for your office. You shall permit SHS' agents or representatives to enter your office for the purpose of conducting inspections or audits, upon reasonable notice from SHS and during regular business hours.

T. Commencing and Continuing Operations. You shall commence operations as soon as possible after completion of all required training, but you must commence operations within one hundred and twenty (120) days after execution of this Agreement. The parties agree that time is of the essence in commencing operation of the Franchised Business and that if you fail to commence operations after completion of training within the time specified above, or if you, your manager or employees do not complete Initial Training to SHS' satisfaction, SHS may terminate this Agreement immediately. You shall use the Franchised Business solely for the operation of the Franchised Business that is licensed hereunder in strict accordance with the Manual; shall keep the Franchised Business open and in normal operation for such minimum hours and days as SHS may from time to time prescribe; and shall refrain at all times from using or permitting the use of the premises of the Franchised Business for any other purpose or activity other than as contemplated by this Agreement.

U. Business Inspections and Audits. In order to ensure the uniformity of SHS' operating standards, you shall permit SHS' agents or representatives to enter your office for the purpose of conducting inspections or audits, upon reasonable notice from SHS and during your regular business hours. Upon notice from SHS or its agents or representatives, and without limiting SHS' other rights under this Agreement, you shall take such actions as may be necessary to immediately and diligently correct any deficiencies detected during such inspections or audits.

V. Miscellaneous. You shall comply with all other requirements set forth herein or in the Manual.

VI. **PROPRIETARY MARKS**

A. Grant of License. SHS holds the exclusive license to use and to license others to use the Proprietary Marks, which has been granted to SHS by Founding Entity. SHS hereby grants you the right and license to use the Proprietary Marks, including the **Seniors Helping Seniors** service mark and logo, only in connection with the operation of the Franchised Business and the provision of Services and products to your customers. SHS represents, with respect to the Proprietary Marks, that: (1) Founding Entity has to the best of SHS' knowledge, all right, title and interest in and to the Proprietary Marks; (2) SHS has taken all steps which it deems reasonably necessary to preserve and protect the ownership and validity of such Proprietary Marks; and (3) SHS will use and license you and other franchisees to use the Proprietary Marks only in accordance with the System and the operating standards and quality control specifications attendant thereto which underlie the goodwill associated with and symbolized by the Proprietary Marks.

B. Conditions for Use. With respect to your use of the Proprietary Marks pursuant to the license granted under this Agreement:

1. You shall use only the Proprietary Marks designated by SHS and shall use them only in the manner required or authorized and permitted by SHS.
2. You shall use the Proprietary Marks only in connection with the right and license to operate the Franchised Business granted hereunder.
3. During the term of this Agreement and any renewal hereof, you shall identify yourself as a licensee and not the owner of the Proprietary Marks and shall make any necessary filings under state law to reflect this status. In addition, you will identify yourself as a licensee of the Proprietary Marks on all invoices, order forms, receipts, business stationery and contracts, as well as display a notice in such form and content and in such places as SHS may designate in writing.
4. Your right to use the Proprietary Marks is limited to such uses as are authorized under this Agreement or in the Manual, and any unauthorized use shall constitute an infringement of SHS' rights and grounds for termination of this Agreement.
5. You shall not use the Proprietary Marks to incur or secure any obligation or indebtedness.
6. You shall not use the Proprietary Marks, including Seniors Helping Seniors, as part of your corporate or other legal name; however, you must utilize Seniors Helping Seniors as part of your trade name.
7. You will comply with SHS' instructions and all local regulations for filing and maintaining the requisite trade name or fictitious name registrations, and will execute any documents deemed necessary by SHS or its counsel to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability.
8. In the event that you become aware of any infringement of the Proprietary Marks or if your use of the Proprietary Marks is challenged by a third party, then you are obligated to immediately notify SHS and SHS will have sole discretion to take such action as it deems appropriate. If SHS fails to take action to protect the Proprietary Marks, then you must take any action necessary to protect your interest, at your own expense. If it becomes advisable

at any time in the sole discretion of SHS to modify or discontinue the use of any name or mark and/or use one or more additional or substitute names or marks, you will be responsible for the tangible costs (such as replacing signs and materials) of complying with this obligation. In the event that litigation alleging that the Proprietary Marks infringe a third party's rights is instituted or threatened against you, you must promptly notify SHS and cooperate fully in defending or settling such litigation.

C. Acknowledgment. You expressly understand and acknowledge that:

1. Founding Entity is the exclusive owner and SHS is the exclusive licensee of all right, title and interest in and to the Proprietary Marks and the goodwill associated with and symbolized by them;
2. The Proprietary Marks are valid and serve to identify the System and those who are licensed to operate a Franchised Business in accordance with the System;
3. Your use of the Proprietary Marks pursuant to this Agreement does not give you any ownership interest or other interest in or to the Proprietary Marks, except the nonexclusive license granted herein;
4. Any and all goodwill arising from your use of the Proprietary Marks and/or the System shall inure solely and exclusively to SHS' benefit;
5. The license and rights to use the Proprietary Marks granted to you in this Agreement are nonexclusive, and SHS thus may: (a) itself use, and grant franchises and licenses to others to use, the Proprietary Marks and the System; (b) establish, develop and franchise other systems, different from the System licensed to you herein, without offering or providing you any rights in, to or under such other systems; and (c) modify or change, in whole or in part, any aspect of the Proprietary Marks or the System, so long as your rights thereto are in no way materially harmed thereby;
6. SHS reserves the right to substitute different trade names, trademarks and service marks for use in identifying the System, the Franchised Business and other Franchised Businesses operating under the System, all of which shall become Proprietary Marks;
7. SHS will have no liability to you for any senior users that may claim rights to the Proprietary Marks;
8. You will not register or attempt to register the Proprietary Marks in your name or that of any other person, firm, entity or corporation; and
9. SHS shall have the right to assign the Proprietary Marks, and all of its rights and goodwill thereunder, to any person, firm, corporation or other entity, at its sole discretion.

VII. CONFIDENTIAL MANUAL

A. Compliance. In order to protect the reputation and goodwill of SHS and to maintain uniform standards of operation in connection with the Proprietary Marks, you will conduct your business in compliance with the operational systems, procedures, policies, methods and requirements prescribed in the Manual and any supplemental bulletins, notices, revisions,

modifications or amendments thereto, all of which shall be deemed a part of the Manual. We will loan to you in paper form or make available to you online a copy of the Manual during the initial training program.

B. Use. You will immediately adopt and use the programs, services, methods, standards, materials, policies and procedures set forth in the Manual, as they may be modified by SHS from time to time. You acknowledge that SHS is the owner or licensee of all proprietary rights in and to the System, and the Manual, and any changes or supplements thereto.

C. Confidentiality. You must at all times treat the Manual, any other instructional materials created or approved for use in the operation of the Franchised Business and all of the information contained therein as proprietary and confidential, and you must use all reasonable efforts to maintain such information as confidential.

D. Trade Secrets. You acknowledge and agree that designated portions of the Manual are “trade secrets” owned and treated as such by SHS.

E. Access. SHS’ trade secrets must be accorded maximum security consistent with your need to make frequent reference thereto and, therefore, you agree to strictly limit access to the Manual to employees who have a demonstrable and valid need to know the information contained therein in order to perform their duties. You further agree to strictly follow any provisions in the Manual regarding the care, storage and use of the Manual and all related proprietary information.

F. Duplication. You may not at any time, without SHS’ prior written consent, copy, duplicate, record or otherwise reproduce in any manner any part of the Manual, updates, supplements or related materials, in whole or in part, or otherwise make the same available to any unauthorized person.

G. SHS’ Property. The Manual shall at all times remain the sole property of SHS. Upon the expiration or termination of this Agreement for any reason, you must return the Manual and all of its supplements to SHS.

H. Updates or Revisions. SHS retains the right to prescribe additions to, deletions from or revisions to the Manual, which you will be bound by as soon as they are mailed or otherwise delivered to you. The Manual, and any additions, deletions or revisions thereto, shall not alter your rights and obligations under this Agreement.

I. Master Set. You shall at all times ensure that any paper copy of the Manual in your possession is kept current and up-to-date. In the event of any dispute as to the contents of the Manual, the terms contained in the master set of the Manual maintained by SHS and loaned to you in paper form or made available to you online shall be controlling.

VIII. CONFIDENTIAL INFORMATION

A. Confidential Relationship. The relationship established between you and SHS by this Agreement is one of confidence and trust and, as a result, SHS will be disclosing and transmitting to you certain trade secrets and other confidential and proprietary information concerning various aspects of your operation of the Franchised Business, methods of operation, techniques and all proprietary systems, procedures and materials relevant thereto pursuant to the System and this

Agreement.

B. Obligations of Franchisee. In order to preserve and protect the trade secrets and the confidential and proprietary information (the “Confidential Information”) which are disclosed to you during the term of this Agreement, you agree that:

1. You will treat and maintain the Confidential Information as confidential both during the term of this Agreement and at all times thereafter;
2. You will use the Confidential Information only for your operation of the Franchised Business under this Agreement;
3. You will disclose the Confidential Information only as necessary to employees or agents who have a demonstrable and valid need to know the Confidential Information and not to anyone else;
4. You will restrict disclosure of the Confidential Information to only those employees or agents who are directly connected with the performance of work requiring knowledge thereof and will disclose only so much of the Confidential Information as is required to enable those employees or agents to carry out their assigned duties;
5. You will advise your employees or agents of the confidential nature of such information and the requirements of nondisclosure thereof; and
6. You and SHS will conduct a review to determine which employees will have access to the Confidential Information and to the Manual. You will not disclose any Confidential Information or provide access to the Manual to such employee or agent until that person executes a nondisclosure and confidentiality agreement in the forms included as Attachments C-1 and C-2 hereto, acknowledging the confidential and proprietary nature of the Confidential Information and agreeing not to disclose the information during the course of employment or thereafter. SHS shall be designated a third-party beneficiary of such nondisclosure agreements with the right to enforce its provisions independently from you.
7. You hereby grant to SHS an irrevocable, worldwide, exclusive, royalty-free license, with the right to sub-license information, improvement or technique developed by you, your employees or agents during the term of this Agreement and relating to the Franchised Business.

C. Confidential Information Defined. Confidential Information for purposes of this Agreement shall include (without limitation), whether or not marked confidential: (i) information contained in this Agreement; (ii) information contained in the Manuals or otherwise communicated to you in writing, verbally or through the internet or other online or computer communications; (iii) the System standards and other methods, formats, specifications, standards, systems, procedures, techniques, sales and marketing techniques, knowledge, and experience used in developing, promoting and operating the SHS System including information, improvements to the System or techniques prepared, compiled or developed by you, your employees or agents during the term of this Agreement and relating to the Franchised Business; (iv) any computer software or similar technology which is proprietary to us, our affiliates, or the System, including, digital passwords and identifications and any source code of, and data, reports, and other printed materials

generated by, the software or similar technology; (v) Customer Information (defined in VIII(D) below); and (vi) any other knowledge or know-how concerning the methods of operation of the Franchised Business. Confidential information does not include information you are able to demonstrate came to your attention prior to its disclosure by SHS or which, at the time of its disclosure by SHS to you, had become a part of the public domain through publication or communication by others or which, after disclosure to you by SHS, becomes a part of the public domain through publication or communication by others.

D. Customer Information. “Customer Information” refers to the name, address, telephone number, email address, birthday, customer records, and any other personal information of the customers of your Franchised Business. You agree that you are only permitted to use the Customer Information in connection with the operation of your SHS Franchised Business and not for any other purposes including in the operation of any other business. You agree that we and our affiliates own all Customer Information, that it comprises part of the Confidential Information which you are licensed to use under this Agreement, and that we and our affiliates may use Customer Information in our and their business activities. We may contact any customer(s) of any Franchised Business at any time for any purpose. Upon expiration or termination of this Agreement, we reserve the right to make any and all disclosures that we deem necessary or appropriate.

E. Protection of Information. You acknowledge that you have knowledge of Confidential Information, including, without limitation, confidential matters, trade secrets, management and training techniques, operational, accounting, quality control procedures, pricing and marketing programs and other methods developed by SHS through and in its System which, for purposes of this Agreement, are owned by SHS and which are necessary and essential to the operation of the Franchised Business, without which information you could not efficiently, and effectively operate the same. You further acknowledge that such Confidential Information was unknown to you prior to negotiation for and execution of this Agreement and that the unique and novel combination of “know how” and methods developed by SHS and licensed to you for the operation of the Franchised Business are particular to SHS. You must take all steps necessary, at your own expense, to protect the Confidential Information and must not divulge the same to anyone either during or upon the termination of this Agreement without the prior written consent of SHS. These requirements do not apply to sharing this information as necessary with your professional consultants, provided such consultants acknowledge and agree to the confidentiality obligations contained in this Agreement.

F. Remedies. You acknowledge that in addition to any remedies available to SHS under Section XIII of this Agreement, you agree to pay all court costs and reasonable attorneys’ fees incurred by SHS in obtaining specific performance of a temporary restraining order and/or an injunction against violation of the requirements of this Section VIII.

IX. ACCOUNTING, INSPECTIONS AND RECORDS

A. Maintenance of Books and Records. You must maintain during the term of this Agreement and shall preserve for not less than five (5) years from the date of preparation full, complete and accurate books, records and accounts in accordance with the System and in the form and manner prescribed by SHS in the Manual or otherwise in writing.

B. Monthly Reports. SHS may poll your computer system via modem to obtain any and all information deemed necessary to monitor your Franchised Business, including Gross Sales and any other information from which the royalty fee and required marketing expenditures are calculated. You may be required to submit to SHS other monthly reports and statements of income

in a form prescribed by SHS in the Manual, together with such other data or information as SHS may require.

C. Financial and Related Reporting. You must submit to SHS an annual financial statement prepared at your own expense which shall include an income statement and balance sheet prepared in accordance with generally accepted accounting principles and copies of federal and state tax returns for the Franchised Business within ninety (90) days of the completion of the fiscal year of the Franchised Business. Each annual financial statement and tax return shall be compiled by an independent certified public accounting firm and signed by you or your president or treasurer attesting that the statement is true and correct. SHS also reserves the right to require you to submit to SHS certified financial statements for any period or periods of any fiscal year, which shall be certified by your accounting firm and attested to by your treasurer or chief financial officer, where applicable. You shall also submit to SHS, upon request, a copy of any of your periodic federal and state sales or income tax returns applicable to the Franchised Business.

D. Business Plan; Other Submissions.

1. Business Plan. You must complete and submit to us a full business plan for the first two years of business operation prior to opening. After you begin operations, you must complete and submit a full business plan to us no later than November 15 of each year for the next calendar year. The business plan must include performance targets. We will review and provide feedback on the business plan and attempt to reach agreement on reasonable performance targets you propose.

2. Other Submissions. You must also submit to SHS for review and auditing such other forms and other reports and any and all other information and data as SHS may reasonably designate, including quarterly accounting of local marketing expenditures, in the form and at the times and places reasonably required by SHS, upon request and as specified from time to time in the Manual or otherwise in writing, at any time during the term of this Agreement.

E. Inspection. SHS or its designated agents shall have the right at all reasonable times to examine and copy, at its expense, the books, records, receipts and tax returns of the Franchised Business. SHS shall also have the right, at any time, to have an independent audit made of your books. If an inspection reveals that any amounts due to SHS have been undisclosed or understated in any report to SHS then you must immediately pay to SHS, upon demand, the amount undisclosed or understated plus interest calculated at the Default Rate on a daily basis. If any inspection discloses an understatement in any report of ten percent (10%) or more, you shall, in addition to the payment of late fees and interest thereon, reimburse SHS for any and all costs and expenses connected with the inspection (including, without limitation, reasonable accountants' and attorneys' fees). Audit fees, costs and expenses, as well as the interest thereon, are non-refundable. The foregoing remedies shall be in addition to any other remedies available to SHS.

X. ADVERTISING

Recognizing the value of local and regional advertising, and the importance of the standardization of advertising programs to the furtherance and protection of the Proprietary Marks, goodwill and public image of the System, the parties agree as follows:

A. Submission and Approval of Promotional and Marketing Materials. All promotional

and marketing materials to be used by you in any medium shall be presented in a dignified manner and shall conform to such standards and requirements as SHS may specify, from time to time, in the Manual or otherwise. You shall submit to SHS for its prior written approval, samples of all promotional and marketing materials in whatever form that you desire to use and that have not been approved within the last six (6) months by SHS. SHS shall notify you of its approval or disapproval thereof within ten (10) days from the date of receipt by SHS of such materials. If SHS does not notify you within ten (10) days, the materials are deemed disapproved. You must comply with all revisions to promotional and marketing materials that SHS may require prior to approving them. You shall not use any advertising or promotional plans or materials that have not been approved in writing by SHS, and you must cease all use of any such plans or materials promptly upon receipt of notice from SHS. Your failure to obtain SHS' prior written approval for all proposed advertising shall be deemed a default of this Agreement in accordance with Section XIII.A hereof. In addition, in order to maintain system- wide consistency and compliance, SHS may request copies of all advertising, print, and promotional materials currently in use to ensure these materials continue to comply with the established SHS advertising standards.

B. Local Marketing and Promotion Expenditure. You must spend quarterly at least one percent (1%) of your Gross Sales on local marketing and promotion, in accordance with the policies and procedures established by SHS for the prior approval of all proposed marketing and promotional campaigns and materials, as specified in Paragraph X.A. or elsewhere in this Agreement, the Manual or otherwise. You must provide SHS with documentation as reasonably requested, substantiating the expenditures for local marketing.

C. Regional and National Advertising Funds. SHS has established and administers a Regional Advertising Fund and reserves the right to establish and administer a National Advertising Fund. With respect to the Regional Advertising Fund and, if established, the National Advertising Fund, you are be required to contribute in accordance with the provisions of Section IV of this Agreement.

D. Grand-Opening Marketing and Advertising. You must spend a minimum of \$20,000 on advertising and marketing to promote the opening of the Franchised Business.

E. Telephone Listing. You must list the telephone number for the Franchised Business in your local telephone directory and online listings.. You must place the listings together with other Franchised Business operating within the distribution area of the directories.

XI. INSURANCE

A. Procurement. You must procure, prior to the commencement of any operations under this Agreement, and thereafter maintain in full force and effect during the term of this Agreement, at your sole expense, an insurance policy or policies protecting you and SHS, and their respective officers, directors, partners and employees, against any loss, liability, personal injury, death, property damage or expense whatsoever from fire, lightning, theft, vandalism, malicious mischief and the perils included in the extended coverage endorsement, arising or occurring upon or in connection with the Franchised Business or by reason of the operation or occupancy of the Franchised Business, as well as such other insurance applicable to such other special risks, if any, as SHS may reasonably require for its own and your protection. You must procure such insurance and submit copies of such policies to SHS prior to the commencement of business operations.

B. Minimum Coverage. All insurance policies shall be written by an insurance company satisfactory to SHS in accordance with the standards and specifications set forth from time to time in the Manual or otherwise in writing, and shall include, at a minimum (except as additional coverage and higher policy limits may reasonably be specified from time to time by SHS in the Manual or otherwise in writing), the following:

1. General commercial liability insurance, including contractual liability, broad form property damage, personal injury, advertising injury, product liability, completed operations and independent contractors coverage, and fire damage coverage in the amount of at least One Million Dollars (\$1,000,000) or such higher amount as required by law, per occurrence or project; One Million Dollars (\$1,000,000) aggregate;
2. Worker's compensation and employer's liability insurance as well as such other insurance as may be required by statute or rule of the state in which the Franchised Business is located and operated (if there are no state requirements, however, you must maintain the same coverage amounts that we maintain);
3. Fire, vandalism and extended coverage insurance with primary and excess limits of not less than full replacement value of all the Franchised Business's property, merchandise, furniture, fixtures, equipment and improvements;
4. Commercial Vehicle insurance covering your vans or trucks and any other vehicles used in your Franchised Business, with One Million Dollars (\$1,000,000) combined single limit and other coverages in the same amounts maintained by SHS; and
5. Depositors forgery and fidelity bond/employee dishonesty coverages of \$100,000 each, with \$1,000 deductibles;

The type of insurance and the insurance amounts are subject to change based on inflation or future experience with claims asserted against Franchised Businesses. SHS, in its sole discretion, may require you to obtain and pay for additional insurance coverage. You must furnish SHS with certificates of insurance, along with evidence that the premiums have been paid. You will be liable for any costs and expenses, including attorneys' fees, incurred by SHS in connection with any proceedings arising out of compliance with the provisions of the Franchise Agreement relating to insurance. SHS shall be named as an additional insured in each of your insurance policies as are designated by SHS. You must further waive subrogation against SHS for any and all claims or losses.

C. Certificates. Initially and upon each periodic policy renewal, you must request, through your agent and/or carrier, for timely delivery to SHS of certificates of insurance of all coverage required by SHS. Each such certificate shall contain statements by the insurer that (i) the policy will not be canceled or initially altered without at least thirty (30) days' prior written notice to SHS and (ii) SHS is designated as an additional named insured.

D. No Relief of Liability to SHS. The procurement and maintenance of such insurance shall not relieve you of any liability to SHS under any indemnity requirements of this Agreement.

E. Independence of Coverage Requirements. Your obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by SHS, and your performance of that obligation shall not

relieve you of liability under the indemnity provision set forth in Section XVIII of this Agreement.

F. Failure to Procure. If, for any reason, you should fail to procure or maintain the insurance required by this Agreement, as revised from time to time for all franchisees by the Manual or otherwise in writing, SHS shall have the right and authority (without, however, any obligation) to immediately procure such insurance and to charge you for the same, which charges, together with a reasonable fee for SHS' expenses in so acting, including all attorneys' fees, shall be payable by you immediately upon notice.

G. Third Parties. You must use your best efforts to ensure that all third parties with which you conduct business are properly insured.

XII. TRANSFER OF INTEREST: OPERATION BY SENIORS HELPING SENIORS

A. Transfer by SHS. SHS shall have the right to assign this Agreement, and all of its rights and privileges hereunder, to any person, firm, corporation or other entity, provided that, with respect to any assignment resulting in the subsequent performance by the assignee of the functions of SHS: (1) the assignee shall, at the time of such assignment, be capable of performing SHS' obligations under this Agreement, and (2) the assignee shall expressly assume and agree to perform such obligations.

Specifically, and without limitation to the foregoing, you expressly affirm and agree that SHS may sell its assets, its rights to the Proprietary Marks and the System outright to a third party; may go public; may engage in a private placement of some or all of its securities; may merge, acquire other corporations, or be acquired by another corporation; may undertake a refinancing, recapitalization, leveraged buy-out or other economic or financial restructuring.

B. Transfer by You.

1. The rights and duties set forth in this Agreement are personal to you, and SHS has entered into this Agreement and granted the license hereunder in reliance on your business skill and financial capacity. Accordingly, neither you, any immediate or remote successor to any part of your interest in the Franchised Business, any individual, partnership, corporation or other legal entity which directly or indirectly controls you, if you are a corporation, nor any general partner or any limited partner (including any corporation which controls, directly or indirectly, any general or limited partner) if you are a partnership, shall sell, assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any direct or indirect interest in you or in the Franchised Business without the prior written consent of SHS, which consent may be conditioned on any of the requirements set forth in Section XIII.B(2) below. This right of approval shall not create any special **liability** or duty on the part of SHS to any proposed transferee. Any purported assignment or transfer, by operation of law or otherwise, not having the written consent of SHS shall be null and void and shall constitute a material breach of this Agreement, for which SHS may then terminate without opportunity to cure pursuant to Section XIII of this Agreement.

2. In connection with any proposed transfer, SHS may, in its sole discretion, require any or all of the following as conditions of its approval:

a. All of your accrued monetary obligations and all other outstanding

obligations to SHS (its subsidiaries, affiliates and suppliers) shall be up to date, fully paid and satisfied;

b. You shall not be in default of any provision of this Agreement, any amendment hereof or successor hereto, any other franchise agreement or other agreement between SHS and you, or its subsidiaries, affiliates or suppliers;

c. You and, where applicable, each of your shareholders, partners, officers and directors shall have executed a general release under seal, in a form satisfactory to SHS, of any and all claims against SHS and its officers, directors, shareholders and employees in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, provided, however, that you shall not be required to release SHS for violations of federal and state franchise registration and disclosure laws;

d. The transferee shall enter into a written assignment, under seal and in a form satisfactory to SHS, assuming and agreeing to discharge all of your obligations under this Agreement; and, if your obligations were guaranteed by the transferor, the transferee shall guarantee the performance of all such obligations in writing in a form satisfactory to SHS;

e. The transferee shall demonstrate to SHS' satisfaction that the transferee meets SHS' educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to operate the Franchised Business herein (as may be evidenced by prior related experience or otherwise); has at least the same managerial and financial criteria required of new franchisees and shall have sufficient equity capital to operate the Franchised Business;

f. At SHS' option, the transferee shall execute for a term ending on the expiration date of this Agreement and with such renewal term(s) as may be provided by this Agreement, the standard form of Franchise Agreement then being offered to new franchisees and such other ancillary agreements as SHS may require for the Franchised Business, which agreements shall supersede this Agreement in all respects and the terms of which agreements may differ from the terms of this Agreement, including, without limitation, a higher percentage royalty fee or Advertising Fund contribution, and the implementation of additional fees;

g. The transferee shall upgrade, at the transferee's expense, the Franchised Business to conform to the then-current specifications then being used in new Franchised Businesses, and shall complete the upgrading and other requirements within the time specified by SHS;

h. You will remain liable for all direct and indirect obligations to SHS in connection with the Franchised Business prior to the effective date of the transfer and shall continue to remain responsible for its obligations of nondisclosure, noncompetition and indemnification as provided elsewhere in this Agreement and shall execute any and all instruments reasonably requested by SHS to further evidence such liability;

i. At the transferee's expense, the transferee and its employees shall complete any training programs then being offered to current or new franchisees upon such terms and conditions as SHS may reasonably require;

j. The transferee shall have signed an Acknowledgment of Receipt of all required legal documents, such as the Franchise Disclosure Document and the then current Franchise Agreement and ancillary agreements;

k. The transferor shall pay to SHS a Transfer Fee equal to the lesser of \$15,000 or fifty percent (50%) of the then-current initial franchise fee plus attorney's fees to cover SHS' administrative expenses, legal review and other costs in connection with the transfer, which shall be fully payable to SHS thirty (30) days prior to any such transfer and non-refundable; and

l. The transferor must provide SHS with a copy of the agreements of purchase and sale between the transferor and the transferee.

3. You may not grant a security interest in the Franchised Business or in any of its assets unless the secured party agrees that in the event of any default by you under any documents related to the security interest, the secured party shall notify SHS of the default and SHS shall have the right and option to be substituted as obligor to the secured party and to cure any default by you. Notwithstanding the foregoing, SHS shall not be construed as a guarantor or surety for you.

4. The parties hereto agree that each of the foregoing conditions of transfer which must be met by you and the transferee are necessary and reasonable to assure such transferee's full performance of the obligations hereunder.

C. Additional Requirements - Corporate Franchisees. The following requirements shall apply to you if you are a corporation, or any legal entity other than an individual, in addition to those requirements set forth elsewhere in this Agreement, the Manual or otherwise:

1. If you are a newly organized corporation or other legal entity, your charter must provide that your activities are limited exclusively to operating the Franchised Business herein. If you are an existing legal entity, you must amend your charter document to reflect your exclusive activity as a Franchised Business.

2. Copies of your Articles of Incorporation, Bylaws and other governing documents, and any amendments thereto, including the resolutions of any Board of Directors (or similar body with authority to bind you) authorizing entry into this Agreement, shall be promptly furnished to SHS.

3. Each stock certificate or other certificate evidencing ownership of the Franchised Business issued to your owners shall have conspicuously endorsed upon its face a statement in a form satisfactory to SHS, such as:

“THE TRANSFER, PLEDGE OR ALIENATION OF THIS STOCK IS SUBJECT TO THE TERMS AND RESTRICTIONS CONTAINED WITHIN THE FRANCHISE AGREEMENT BETWEEN SENIORS HELPING SENIORS, L.L.C. AND [the “FRANCHISEE”].

4. You must maintain a current list of all owners of record and all beneficial owners of any class of equity securities and shall furnish the list to SHS upon request, together with the addresses and phone numbers of each owner.

5. All of your shareholders, members or partners, whichever is applicable, shall jointly and severally guarantee your performance hereunder and shall bind themselves to the terms of this Agreement.

D. Transfer Upon Death, Mental Incapacity or Disability. Upon the death, mental incapacity or disability of you or a shareholder of a corporation or a general partner of a partnership which has been formed to own and operate the Franchised Business, SHS shall consent to the transfer of said interest in the Franchised Business and this Agreement to your spouse, heirs or relative by blood or by marriage, or to the spouse, heirs or relative of such shareholder or partner, whether such transfer is made by will or by operation of law, if, in SHS' sole discretion and judgment, such person or persons meet SHS' educational, managerial and business standards; possess a good moral character, business reputation and credit rating; have the aptitude and ability to conduct the Franchised Business herein; have at least the same managerial and financial criteria required by new franchisees and have sufficient equity capital to operate the Franchised Business. If a transfer is not approved by SHS, the executor, administrator or personal representative of such person shall transfer his interest to a third party approved by SHS within six (6) months after such death, mental incapacity or disability for consideration mutually agreed upon by the parties to the transfer. If the parties to the transfer cannot agree, within a reasonable time, on a mutually acceptable purchase price and other terms and conditions, an independent appraiser shall be designated by the parties, whose determination shall be final and binding.

E. Non-Waiver of Claims. SHS' consent to a transfer of any interest in the Franchised Business shall not constitute a waiver of any claims it may have against the transferring party, and it will not be deemed a waiver of SHS' right to demand exact compliance with any of the terms of this Agreement, or any other agreement to which SHS and the transferee are parties, by the transferee.

F. Operation of the Franchised Business by SHS. In order to prevent any interruption of the operation of the Franchised Business and any injury to the goodwill and reputation thereof which would cause harm to the Franchised Business, you hereby authorize SHS, and SHS shall have the right, but not the obligation, to operate said Franchised Business for so long as SHS deems necessary and practical in the event that: (i) any of your principals, shareholders or partners is absent or incapacitated by reason of illness or death and you are not, therefore, in the sole judgment of SHS, able to operate the Franchised Business licensed hereunder, or (ii) any allegation or claim is made against the Franchised Business, you or any of your principals, directors, shareholders, partners or employees, involving or relating to misrepresentations or any fraudulent or deceptive practice. All revenues from the operation of the Franchised Business during such period of operation by SHS shall be kept in a separate account and the expenses of the Franchised Business, including reasonable royalty fees, advertising contributions, compensation and expenses for SHS' representative, shall be charged to said account.

XIII. DEFAULT AND TERMINATION

The terms and conditions regarding default and termination contained herein shall be subject to any applicable state statutes or regulations regarding the termination of a franchise. You may terminate this Agreement under any grounds available by law.

A. Default With No Opportunity To Cure. You shall be deemed to be in default and SHS may, at its option, terminate this Agreement and all rights granted hereunder, without affording you any opportunity to cure the default, effective immediately upon your receipt of notice from SHS to you, upon the occurrence of any of the following events:

1. You become insolvent or make a general assignment for the benefit of creditors, or a petition in bankruptcy is filed by you or a petition is filed against and consented to by you, or if you are adjudicated bankrupt, or a bill in equity or other proceeding for the appointment of a receiver of you or other custodian for your business or assets is filed and consented to by you, or if a receiver or other custodian (permanent or temporary) of your business or assets is appointed by any court of competent jurisdiction, or if proceedings for a conference with a committee of creditors under any state, federal or foreign law should be instituted by or against you, or a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed), or execution is levied against your operating location or property, or suit to foreclose any lien or mortgage against the premises or equipment is instituted against you and not dismissed within thirty (30) days, or any substantial real or personal property of the Franchised Business is sold after levy thereupon by any sheriff, marshal or constable;
2. You cease to do business for fifteen (15) or more consecutive business days, excluding holidays and reasonable vacation time taken after notifying SHS of such plans, or otherwise forfeit the right to do or transact business in the jurisdiction where the Franchised Business is located; unless such failure to do business results from the governmental exercise of the power of eminent domain, or if, through no fault of yours, the Franchised Business is damaged or destroyed by a disaster;
3. You make any material misrepresentation or omission in this Agreement or any other agreement to which you and SHS are parties;
4. You misuse or make any unauthorized use of the Proprietary Marks, engage in any business or market any service or products under a name or mark which is confusingly similar to the Proprietary Marks, or otherwise materially impair the goodwill associated with the Proprietary Marks;
5. You are convicted of a felony or any other crime or offense that SHS reasonably believes is likely to have an adverse effect on the System, the Proprietary Marks or the goodwill associated therewith;
6. A judgment or consent decree is entered against you, or any of your officers, directors, shareholders or partners in any proceeding involving allegations of fraud, racketeering, unfair or improper trade practices or similar claim which is likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith or SHS' interest therein;
7. You purport to transfer any rights or obligations under this Agreement to any third party without SHS' prior written consent, contrary to any of the terms of Section XII of this Agreement;
8. You fail to comply with any of the covenants contained in Section XV hereof;

9. Contrary to Sections VII and VIII of this Agreement, you misuse, disclose or divulge the contents of the Manual or any other trade secrets or Confidential Information provided to you by SHS;

10. You knowingly maintain false financial books or records or submit any false statements, applications or reports to SHS or any assignee of SHS or in connection with securing any funding in connection with the Franchised Business or otherwise, or you knowingly make false statements or misrepresentations concerning this Agreement and your operation of the Franchised Business to any franchisee, prospective franchisee or other third party;

11. You do not commence business operations within four (4) months of the execution of this Agreement;

12. You willfully and repeatedly engage in a course of conduct which constitutes a misrepresentation or a deceptive or unlawful act or practice in connection with your sale of the Services and products offered by the Franchised Business;

13. You willfully engage in any illegal acts or any act in violation of the mission and policies of SHS; or

14. You receive three (3) or more notices of default under Section XIII.B. hereof during the term of this Agreement, whether or not such defaults are cured after notice.

B. Default With Thirty (30) Day Opportunity To Cure. Except as provided in Section XIII.A. of this Agreement, or as otherwise specified below, you generally shall have thirty (30) days after receiving from SHS a written notice of default within which to remedy any default described in this Section XIII.B. and provide evidence thereof to SHS. If any default is not cured within that time, or such longer period as applicable law may require, this Agreement, at SHS' option, shall terminate without further notice to you effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require. You will be in default hereunder for any failure to comply substantially with any of the requirements imposed by this Agreement, as it may from time to time reasonably be supplemented by updates to the Manual, or for any failure to carry out the terms of this Agreement in good faith. Such defaults shall include, without limitation, the occurrence of any of the following events:

1. You fail, refuse or neglect to pay promptly any monies owing to SHS or its subsidiaries or affiliates or suppliers when due, or to submit the financial information or other reports required by SHS under this Agreement (this default must be cured within ten (10) days);

2. You fail to comply with or maintain any of the standards or procedures prescribed by SHS in this Agreement, the Manual, any other franchise agreement between SHS and you, or any other written agreements between the parties or otherwise;

3. You fail to obtain and maintain all required licenses under state and local law (you must attempt to cure this default within ten (10) days);

4. You, by act or omission, permit a continued violation in connection with the operation of the Franchised Business of any law, ordinance, rule or regulation of a

governmental agency, in the absence of a good faith dispute over its application or legality and without promptly resorting to an appropriate administrative or judicial forum for relief therefrom (this default must be cured within ten (10) days);

5. You fail to comply with your duties set forth in Section V of this Agreement or fail to perform any obligation owing to SHS or to observe any covenant or agreement made by you, whether such obligation, covenant or agreement is set forth in this Agreement or in any other agreement with SHS including any other franchise agreement by and between SHS and you or any entity related to SHS;

6. You fail to maintain and submit to SHS all reports required pursuant to Section IX hereof or understate your Gross Sales in any such report;

7. You fail to maintain SHS' quality control standards with respect to its use of the Proprietary Marks;

8. You, your partner, manager or employees fail to attend and successfully complete any mandatory training program unless attendance is excused or waived, in writing, by SHS; or

9. You fail to obtain prior written approval of any and all advertising, marketing or promotional plans and materials in whatever form used by you in connection with your promotion of the Franchised Business or otherwise fail to comply with SHS' policies and procedures with respect to advertising, marketing or promotion.

C. No Right or Remedy. No right or remedy herein conferred upon or reserved to SHS is exclusive of any other right or remedy provided or permitted by law or equity.

D. Default and Termination. The events of default and grounds for termination described in this Section XIII shall be in addition to any other grounds for termination contained elsewhere in this Agreement or elsewhere or permitted under applicable law.

XIV. OBLIGATIONS UPON TERMINATION

Upon termination or expiration of this Agreement, all rights granted to you hereunder shall forthwith terminate, and you must observe and perform the following:

A. Cessation of Operation. You shall immediately cease to operate the Franchised Business and shall not thereafter, directly or indirectly, represent to the public or hold yourself out as a franchisee of SHS. Notwithstanding the foregoing, however, the parties agree that if Franchisor so requests, Franchisee shall complete any project in which Franchisee is engaged at such time and/or complete any work on a project for which Franchisee has agreed to perform under a written contract executed by Franchisee prior to the effective date of termination.

B. Cessation of Use of Proprietary Marks. You must immediately and permanently cease to use, in any manner whatsoever, any equipment, format, confidential methods, customer data base, programs, literature, procedures and techniques associated with the System, the name **Seniors Helping Seniors** and any Proprietary Marks and distinctive trade dress, forms, slogans, uniforms, signs, symbols or devices associated with the System. In particular, you must cease to use,

without limitation, all signs, fixtures, furniture, equipment, advertising materials or promotional displays, uniforms, stationery, forms and any other articles which display the Proprietary Marks or are associated with the System.

C. Cancellation of Name. You must take such action as may be necessary to cancel any assumed name or equivalent registration that contains the Proprietary Marks or any other trademark, trade name or service mark of SHS, and you must furnish SHS with evidence satisfactory to SHS of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement.

D. SHS' Right to Continue Operations. SHS may, at its option, immediately continue to provide Services to customers of the Franchised Business and apply receipts therefrom to debts owed to SHS by you. SHS shall have no other obligation to you in connection with SHS' operation of the Franchised Business following said termination.

E. Non-Usage of Marks. You agree, in the event you continue to operate or subsequently begin to operate any other business, not to use any reproduction, counterfeit, copy or colorable imitation of the Proprietary Marks or trade dress, either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake or deception, or which is likely to dilute SHS' exclusive rights in and to the Proprietary Marks or trade dress, and agree not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with SHS so as to constitute unfair competition.

F. Prompt Payment Upon Default. You must promptly pay all sums owing to SHS and its subsidiaries, affiliates and suppliers and your suppliers, vendors and subcontractors. Specifically, you shall make any and all payments necessary to effect the removal of any liens filed against your customers by any subcontractor or vendor as a result of your engagement or relationship with such subcontractor or vendor. In the event of termination for any default by you, such sums shall include all damages, costs and expenses, including reasonable attorneys' fees, incurred by SHS as a result of the default, which obligation shall give rise to, and remain until paid in full, a lien in favor of SHS against any and all of the personal property, machinery, fixtures, equipment and inventory owned by you at the time of default.

G. Payment of Costs. You must pay to SHS all damages, costs and expenses, including reasonable attorneys' fees, incurred by SHS subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provision of this Section XTV or any other obligation under this Agreement.

H. Return of Materials. You must immediately turn over to SHS all copies of all materials in your possession including the Manual, our proprietary software, all records, files, instructions, correspondence, customer databases, brochures, agreements, disclosure statements and any and all other materials relating to the operation of the Franchised Business, in your possession, and all copies thereof (all of which are acknowledged to be SHS' property), and shall retain no copy or record of any of the foregoing, excepting only your copy of this Agreement, any correspondence between the parties and any other documents which you reasonably need for compliance with any provision of law. In addition to the foregoing, you shall deliver to SHS a complete list of all persons employed by you during the two (2) years immediately preceding termination, together with all employment files of each employee on such list. All costs of delivering all materials required by this Section XIV.H. shall be borne by you.

I. Assignment of Telephone Listings. You must promptly notify the appropriate telephone company and all telephone directory listing agencies of the termination or expiration of your right to use any telephone number and any regular, classified or other telephone directory listings associated with any Proprietary Marks and authorize the transfer of same to or at the direction of SHS. You agree to execute updated letters of direction to any telephone companies and telephone directory listing agencies directing termination and/or transfer of your right to use any telephone number associated with the Proprietary Marks, which SHS may hold until termination or expiration hereof. You acknowledge that as between SHS and you, SHS has the sole right to and interest in all telephone numbers and directory listings associated with any Proprietary Marks. You authorize SHS, and hereby appoint SHS and any officer of SHS as your attorney in fact, to direct the appropriate telephone company and all listing agencies to transfer all such listings to SHS upon termination of this Agreement.

J. Covenant of Further Assurances. You must execute any legal document that may be necessary to effectuate the termination hereunder and shall furnish to SHS, within thirty (30) days after the effective date of termination, written evidence satisfactory to SHS of your compliance with the foregoing obligations.

K. Compliance with Covenants. You must comply with all applicable covenants contained in Section XV of this Agreement.

L. Non-Disparagement. You shall not publicly disparage SHS, its Services or its employees following the termination or expiration of this Agreement; provided that this limitation will not apply to any statements or information required to be disclosed pursuant to any statutes, laws, regulations or orders of any governmental body.

M. No Further Interest. Other than as specifically set forth above, you shall have no interest in the Franchised Business upon termination or expiration of this Agreement.

XV. COVENANTS

A. Best Efforts. You covenant that during the term of this Agreement, and subject to the post-termination provisions contained herein, and except as otherwise approved in writing by SHS, you or your full-time manager approved by SHS, shall devote full time, energy and best efforts to the efficient and effective management, operation and capitalization of the Franchised Business, consistent with the Manual and other requirements imposed by SHS.

B. Competitive Activities During the Term. You acknowledge our legitimate business interest in the Confidential Information, and customer goodwill associated with our Services. Accordingly, during the Term, unless we otherwise permit in writing, you must not, directly or indirectly (whether as owner, partner, associate, agent, consultant, employee, stockholder, officer or otherwise of another or on your own account), do any of the following:

1. Divert or attempt to divert any business or customer of your Franchised Business or any other SHS Franchised Business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System;

2. Participate in the development of, or engage in, or market, sell, distribute, render, provide, perform or sell the Services or similar services, or contribute your knowledge to any work or activity that relates to or involves any of the Confidential Information or is in any way engaged in the operation, licensing, franchising or consulting with any business offering, developing, marketing, organizing, providing, promoting, coordinating or selling companion care, homemaker services, transportation, shopping and errands, light handyman and repair services, personal care, Alzheimer's/dementia care (memory care) and TeleCare, assistive technologies, facility referral services, adult day care; and medical and home health services including skilled nursing, medication management, health monitoring, wound care, catheter management, injections and blood draws, occupational therapy and rehabilitation therapy (a "Competitive Business"): (i) within the Territory; (ii) within any geographic territory that we have assigned to any one of our or other SHS Franchised Businesses or in which we directly operate, market or sell; (iii) via the Internet or other form of e-commerce, wherever located; or (iv) within forty (40) miles of any

Territory in existence or under development during the Term or as of the date of termination of this Agreement.

3. Interfere with our business relationships or with anyone or any entity with which we have a business relationship.

C. Competitive Activities After the Term. You acknowledge our legitimate business interest in the Confidential Information, and customer goodwill associated with our Services. Accordingly, for a period of two (2) years following the expiration or termination of this Agreement for any reason, unless we otherwise permit in writing, you must not, directly or indirectly (whether as owner, partner, associate, agent, consultant, employee, stockholder, officer or otherwise of another or on your own account), do any of the following:

1. Participate in the development of, or engage in, or market, sell, distribute, render, provide, perform or sell the Services or similar services, or contribute your knowledge to any work or activity that relates to or involves any Competitive Business: (i) within the Territory; (ii) within any geographic territory that we have assigned to any one of our or other SHS Franchised Businesses or in which we directly operate, market or sell; (iii) via the Internet or other form of e-commerce, wherever located; or (iv) within forty (40) miles of any Territory in existence or under development during the Term or as of the date of termination of this Agreement.

2. Interfere with our business relationships or with anyone or any entity with which we have a business relationship.

D. No Undue Hardship. You acknowledge and agree that the covenants not to compete set forth in this Agreement are fair and reasonable and will not impose any undue hardship on you, or your shareholders or partners. If the period of time or the area specified above should be adjudged unreasonable in any proceeding, then the period of time will be reduced by such number of months or the area will be reduced by the elimination of such portion thereof, or both, so that such restrictions may be enforced in such area and for such time as is adjudged to be reasonable.

E. Inapplicability of Restrictions. Notwithstanding the covenants contained in this Section XV, you may have ownership of less than a five percent (5%) beneficial interest in the outstanding equity securities of any publicly-held corporation.

F. Independence of Covenants. The parties agree that each of the covenants in this Agreement shall be construed as independent of any other covenant or provision of this Agreement. If any or all portions of the covenants in this Section XV are held unreasonable or unenforceable by a court or agency having valid jurisdiction in a final decision to which SHS is a party, you expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

G. Mission. You agree to support the Seniors Helping Seniors mission and to conduct the Franchised Business in accordance with SHS' operating policies and stated principles.

H. Modification of Covenants. You understand and acknowledge that SHS has the right, in its sole discretion, to reduce the scope of any covenant set forth in this Section XV or any portion thereof, without your consent, effective immediately upon receipt by you of written notice thereof,

and you agree that you will forthwith comply with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section XXIII hereof.

I. Enforcement of Covenants. You expressly agree that the existence of any claims you may have against SHS, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by SHS of the covenants in this Agreement. You agree to pay all costs and expenses (including reasonable attorneys' fees) incurred by SHS in connection with the enforcement of the covenants set forth in this Agreement.

J. Injunctive Relief. You acknowledge that your violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to SHS for which no adequate remedy at law will be available. Accordingly, you hereby consent to the entry of an injunction prohibiting any conduct by you in violation of the terms of the covenants not to compete set forth in this Agreement. You expressly agree that it may be presumed conclusively that any violation of the terms of said covenants not to compete was accomplished by and through your unlawful utilization of SHS' confidential information, know-how, methods and procedures.

XVI. CHANGES AND MODIFICATIONS

SHS may modify this Agreement only upon the execution of a written agreement by you and SHS. SHS reserves and shall have the sole right to make changes in the Manual, the System and the Proprietary Marks at any time and without prior notice to you. You shall promptly alter any signs, products, business materials or related items, at your sole cost and expense, upon receipt of written notice of such change or modification in order to conform to SHS' revised specifications. In the event that any improvement or addition to the Manual, the System or the Proprietary Marks is developed by you, then you agree to grant SHS an irrevocable, world-wide, exclusive, royalty-free license, with the right to sublicense such improvement or addition.

You understand and agree that due to changes in competitive circumstances, presently unforeseen changes in the needs of customers, and/or presently unforeseen technological innovations, the System must not remain static, in order that it best serve the interests of SHS, franchisees and the System. Accordingly, you expressly understand and agree that SHS may from time to time change the components of the System, including altering the programs, Services, methods, standards, forms, policies and procedures of that System; adding to, deleting from or modifying those programs, and Services which the Franchised Business is authorized to offer; and changing, improving or modifying the Proprietary Marks. Subject to the other provisions of this Agreement, you expressly agree to abide by any such modifications, changes, additions, deletions and alterations.

XVII. TAXES AND INDEBTEDNESS

A. Payment. You must promptly pay, when due, all taxes levied or assessed by any federal, state or local tax authority and any and all other indebtedness incurred by you in the operation of the Franchised Business. You must pay to SHS an amount equal to any sales tax, gross receipts tax or similar tax imposed on SHS with respect to any payments to SHS required under this Agreement, unless the tax is credited against income tax otherwise payable by SHS.

B. Dispute. In the event of any bona fide dispute as to liability for taxes assessed or other indebtedness, you may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law; provided, however, in no event shall you permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by a

creditor, to occur against the Franchised Business.

C. Compliance with Federal, State and Local Laws. You must comply with all federal, state, and local laws, rules and regulations, and shall timely obtain any and all permits, registration certificates, licenses and bonds necessary for the full and proper operation and management of the Franchised Business, including, without limitation, a license to do business and provide Services, fictitious name registration and sales tax permits. Copies of all subsequent inspection reports, warnings, certificates and ratings, issued by any governmental entity during the term of this Agreement in connection with the conduct of the Franchised Business which indicate your failure to meet or maintain the highest governmental standards or less than full compliance by you with any applicable law, rule or regulation, shall be forwarded to SHS by you within three (3) days of your receipt thereof.

D. Duty to Notify. You must notify SHS in writing within three (3) days of the commencement of any action, suit or proceeding, and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation or financial condition of the Franchised Business, including, without limitation, any lien filed against your customer by a subcontractor or vendor as a result of your engagement or relationship with such vendor or subcontractor. Additionally, any and all consumer related complaints must be answered by you within fifteen (15) days after receipt thereof or such shorter period of time as may be provided in said complaint. A copy of said answer shall be forwarded to SHS within three (3) days of the date that said answer is forwarded to the complainant.

XVIII. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

A. Independent Contractor.

1. It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them, that you are an independent contractor, and that nothing in this Agreement is intended to make either party an agent, legal representative, subsidiary, joint venture, partner, employee or servant of the other for any purpose whatsoever.

2. During the term of this Agreement and any extensions hereof, you will hold yourself out to the public as an independent contractor operating the Franchised Business pursuant to a license from SHS and as an authorized user of the System and the Proprietary Marks which are owned by SHS. You agree to take such affirmative action as may be necessary to do so, including exhibiting to customers a sign provided or required by SHS in a conspicuous place or on any vehicle(s).

3. SHS shall not have the power to hire or fire your employees, and except as herein expressly provided, SHS may not control or have access to your funds or the expenditures thereof (other than electronic fund transfers pursuant to the Bank Authorization Agreement), or in any other way exercise dominion or control over the Franchised Business.

4. Franchisee's indemnification obligation does not extend to an indemnitee's strict liability or its acts or omissions amounting to gross negligence, willful misconduct, or fraud.

B. No Liability. You understand and agree that nothing in this Agreement authorizes you to make any contract, agreement, warranty or representation on SHS' behalf, or to incur any debt or other obligation in SHS' name, and that in no event shall SHS assume liability for or be deemed liable hereunder as a result of any such action or by reason of your act or omission in your conduct of the Franchised Business or any claim or judgment arising therefrom against SHS. You agree at all times to defend at your own cost, and to indemnify and hold harmless to the fullest extent permitted by law, SHS, its corporate parent, any corporate subsidiaries, affiliates, successors, assigns and designees of either entity, and the respective directors, officers, employees, agents, shareholders, designees, and representatives of each (SHS and all others hereinafter referred to collectively as "Indemnitees") from all losses and expenses incurred in connection with any action, suit, proceeding, claim, demand, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement thereof which arises out of or is based upon any of the following: your alleged infringement or any other violation or any other alleged violation of any patent, trademark or copyright or other proprietary right owned or controlled by third parties; your alleged violation or breach of any contract, federal, state or local law, regulation, ruling, standard or directive of any industry standard; libel, slander or any other form of defamation by you; your alleged violation or breach of any warranty, representation, agreement or obligation in this Agreement; any acts, errors or omissions of you or any of your agents, servants, employees, contractors, partners, proprietors, affiliates, or representatives; latent or other defects in the materials used by the Franchised Business, whether or not discoverable by SHS or you; any Services provided by you at, from or related to the operation of the Franchised Business; any services or products provided by any affiliated or nonaffiliated participating entity; any action by any customer of the Franchised Business; and, any damage to the property of any one (1) or more of the Indemnitees, their agents or employees, or any third person, firm or corporation.

C. Identification. You shall conspicuously identify yourself and the Franchised Business and in all dealings with your clients, contractors, suppliers, public officials and others, as an independent Franchisee of SHS, and shall place such notice of independent ownership on all forms, business cards, stationery, advertising, signs and other materials and in such fashion as SHS may, in its sole and exclusive discretion, specify and require from time to time, in its Manual (as same may be amended from time to time) or otherwise.

D. No False Representations. Except as otherwise expressly authorized by this Agreement, neither party hereto will make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of or on behalf of the other party, or represent that the relationship between SHS and you other than that of franchisor and franchisee. SHS does not assume any liability, and will not be deemed liable, for any agreements, representations, or warranties made by you which are not expressly authorized under this Agreement, nor will SHS be obligated for any damages to any person or property which directly or indirectly arise from or relate to the operation of the Franchised Business franchised hereby.

XIX. APPROVALS AND WAIVERS

A. Written Consent. Whenever this Agreement requires the prior approval or consent of SHS, you shall make a timely written request to SHS therefor and such approval or consent shall be obtained in writing.

B. No Waiver. No failure of SHS to exercise any power reserved to it by this Agreement, or

to insist upon strict compliance by you with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of SHS' right to demand exact compliance with any of the terms herein. Waiver by SHS of any particular default by you shall not affect or impair SHS' rights with respect to any subsequent default of the same, similar or different nature, nor shall any delay, forbearance or omission of SHS to exercise any power or right arising out of any breach or default by you of any of the terms, provisions or covenants hereof affect or impair SHS' right to exercise the same, nor shall such action constitute a waiver by SHS of any right hereunder or the right to declare any subsequent breach or default and to terminate this Agreement prior to the expiration of its term. Subsequent acceptance by SHS of any payments due to it hereunder shall not be deemed to be a waiver by SHS of any preceding breach by you of any terms, covenants or conditions of this Agreement.

C. Waiver to Jury Trial. You hereby waive any right to a jury trial with respect to this Agreement and/or any matters arising hereunder.

XX. NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered or mailed by certified mail, return receipt requested, or dispatched by overnight delivery envelope, to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notices to Franchisor:

Seniors Helping Seniors, L.L.C.
50 Grandview Boulevard
Wyomissing Hills, PA 19609
Attn: President

With a copy (which shall not constitute notice) to:

F. Traynor Beck, Esq
Post & Schell, P.C. Four Penn Center
1600 John F. Kennedy Boulevard
Philadelphia, Pennsylvania 19103

Notices to Franchisee:

With a Copy to:

Any notice sent by certified mail shall be deemed to have been given at the date and time of mailing.

XXI. RELEASE OF PRIOR CLAIMS

By executing this Agreement, you, individually and on behalf of your heirs, legal representatives, successors and assigns, and each assignee of this Agreement by accepting assignment of the same, hereby forever release and discharge SHS and its officers, directors, employees, agents and servants, including SHS' subsidiary and affiliated corporations, their respective officers, directors, employees, agents and servants, from any and all claims relating to or arising under any franchise agreement or any other agreement between the parties executed prior to the date of this Agreement including any and all claims, whether presently known or unknown, suspected or unsuspected, arising under the franchise, securities or antitrust laws of the United States or of any state or territory thereof.

XXII. DISCLOSURE STATEMENT AND DISCLAIMER

A. Compliance with Applicable Laws. You acknowledge, by your signature hereto, that you received from SHS a Federal Trade Commission or Franchise Disclosure Document for the state in which the Franchised Business will be located, or your place of residence, as appropriate, at least fourteen (14) business days prior to the execution of this Agreement.

[Please initial to acknowledge that you have read and understand this Paragraph XXII.A.]

B. Receipt of Agreement. You acknowledge that you received from SHS this Agreement with all blanks filled in at least seven (7) days prior to the execution of this Agreement. You represent that you have read this Agreement in its entirety and that you have been given the opportunity to clarify any provisions that you did not understand and to consult with an attorney or other professional advisor. You further represent that you understand the terms, conditions and obligations of this Agreement and agree to be bound thereby.

[Please initial to acknowledge that you have read and understand this Paragraph XXII.B.]

C. Acknowledgment. You acknowledge and accept the following:

YOUR SUCCESS IN OPERATING A FRANCHISE IS SPECULATIVE AND WILL DEPEND ON MANY FACTORS INCLUDING, TO A LARGE EXTENT, YOUR INDEPENDENT BUSINESS ABILITY. THIS OFFERING IS NOT A SECURITY AS THAT TERM IS DEFINED UNDER APPLICABLE FEDERAL AND STATE SECURITIES LAWS. THE OBLIGATION TO TRAIN, MANAGE, PAY, RECRUIT AND SUPERVISE EMPLOYEES OF THE FRANCHISED BUSINESS RESTS SOLELY WITH YOU. YOU HAVE NOT RELIED ON ANY WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, AS TO THE POTENTIAL SUCCESS OR PROJECTED INCOME OF THE BUSINESS VENTURE CONTEMPLATED HEREBY. NO REPRESENTATIONS OR PROMISES HAVE BEEN MADE BY SHS TO INDUCE YOU TO ENTER INTO THIS AGREEMENT EXCEPT AS SPECIFICALLY INCLUDED IN THIS AGREEMENT, THE DOCUMENTS REFERRED TO HEREIN AND THE ATTACHMENTS HERETO. SHS HAS NOT MADE ANY REPRESENTATION, WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, AS TO THE POTENTIAL REVENUES, PROFITS OR SERVICES OF THE BUSINESS VENTURE TO YOU AND CANNOT, EXCEPT UNDER THE TERMS OF THIS AGREEMENT, EXERCISE CONTROL OVER YOUR BUSINESS. YOU

ACKNOWLEDGE AND AGREE THAT YOU HAVE NO KNOWLEDGE OF ANY REPRESENTATION MADE BY SHS OR ITS REPRESENTATIVES OF ANY INFORMATION THAT IS CONTRARY TO THE TERMS CONTAINED HEREIN.

_____ [Please initial to acknowledge that you have read and understand this Paragraph XXII.C]

XXIII. ENTIRE AGREEMENT

This Agreement, the documents referred to herein and the Attachments hereto, if any, constitute the entire, full and complete Agreement between the parties hereto concerning the subject matter hereof, and supersede all prior agreements with no other representations having induced you to execute this Agreement. No amendment, change or variance from this Agreement shall be binding on the parties hereto unless mutually agreed to by the parties and executed by themselves or their authorized officers or agents in writing. Nothing in the Agreement or in any related agreement is intended to disclaim the representations we made in the franchise disclosure document.

XXIV. SEVERABILITY AND CONSTRUCTION

A. Severability. Except as expressly provided to the contrary herein, each section, part, term and/or provision of this Agreement shall be considered severable, and if, for any reason, any section, part, term and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms and/or provisions of this Agreement as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto, and said invalid sections, parts, terms and/or provisions shall be deemed not to be a part of this Agreement.

B. Covenants. You expressly agree to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which SHS is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

C. Captions. All captions in this Agreement are intended solely for the convenience of the parties, and none of the captions shall be deemed to affect the meaning or construction of any provision hereof.

D. References. All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, where applicable, and all acknowledgments, promises, covenants, agreements and obligations herein made or undertaken by you shall be deemed jointly and severally undertaken by all of the parties executing this Agreement in their individual capacity on your behalf. This Agreement may be executed in one or more originals, each of which shall be deemed an original.

E. Definition of "You". As used in this Agreement, the term "you" shall include all persons who succeed to the interest of the original franchisee by transfer or operation of law and shall be

deemed to include not only the individual or entity defined as “you” in the introductory paragraph of this Agreement, but shall also include all partners of the entity executing this Agreement, in the event said entity is a partnership; all shareholders, officers and directors of the entity executing this Agreement, in the event said entity is a corporation; and all members and officers of the entity executing this Agreement, in the event said entity is a limited liability company. By their signatures hereto, all partners, members, shareholders, officers and directors of the entity that signs this Agreement as franchisee acknowledge and accept the duties and obligations imposed upon each of them, individually, by the terms of this Agreement.

F. Force Majeure. If, as a result of hurricane, tornado, typhoon, flooding, lightning, blizzard and other unusually severe weather, earthquake, avalanche, volcanic eruption, fire, riot, insurrection, war, explosion, unavoidable calamity or other act of God (a “Force Majeure”), compliance by any party with the terms of this Agreement is rendered impossible or would otherwise create an undue hardship upon any party, all parties shall be excused from their respective obligations hereunder for the duration of the Force Majeure and for a reasonable recovery period thereafter, but otherwise this Agreement shall continue in full force and effect.

XXV. APPLICABLE LAW

A. Governing Law. This Agreement takes effect upon its acceptance and execution by SHS. This Agreement shall be interpreted and construed under the laws of Pennsylvania except to the extent governed by federal law.

B. Jurisdiction and Venue. Except as otherwise expressly provided by applicable state law or regulation, the parties agree that any action brought by either party against the other shall be brought in Pennsylvania in Berks County and the parties do hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

C. Remedy. No right or remedy conferred upon or reserved by SHS or you by this Agreement is intended and it shall not be deemed to be exclusive of any other right or remedy provided or permitted herein, by law or at equity, but each right or remedy shall be cumulative of every other right or remedy.

D. Injunctive Relief. Nothing herein contained shall bar SHS’ right to obtain injunctive relief against threatened conduct that will cause it loss or damage under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

XXVI. DISPUTE RESOLUTION

A. Disputes Among the Parties. The parties hereto agree that, except to the extent (i) SHS seeks injunctive relief pursuant to Sections XXV.D above and XXVI.B below, or (ii) SHS is a party to litigation brought by third parties as a direct or indirect result of or in connection with the operation of the Franchised Business, or (iii) this Agreement terminates immediately pursuant to the provisions of Section XIII above, the parties shall attempt in good faith to mediate and settle any and all disputes between them before pursuing legal action either through (x) a face-to-face meeting or (y) mediation before an independent mediator. Such meeting shall be held at the offices of SHS or such other site in Pennsylvania designated by SHS.

If either party alleges a dispute against the other for any reason (other than for matters described in clauses (i) through (iii) above), such party shall submit a written statement of dispute, together with an explanation of its position and a request for either a face-to-face meeting or a telephone conference, to the opposing party or non-binding mediation.

a. If a face-to-face meeting or telephone conference is requested, the parties shall then meet in person or telephonically within the next seven (7) days in an effort to negotiate a settlement to the dispute. Any face-to-face meeting shall be held in Berks County, Pennsylvania unless the parties mutually agree otherwise, in writing. In the event of a dispute over monies past due and owing or any other grounds for termination described in any default or termination notice issued by SHS for which a cure period is provided, Franchisee must submit its written statement of dispute and position within fourteen days of receipt of the default or termination notice. The submission of a statement of a dispute and position by Franchisee in response to such notice for monies past due and owing shall not toll any cure period set forth in such notice.

b. If non-binding mediation is requested, such mediation shall be held at the offices of SHS or such other site in Pennsylvania designated by SHS for a minimum of eight hours before a representative of a mediation organization approved by all such parties and/or entities or a mediator appointed by a court if the parties cannot agree on a mediation organization.

At least one principal of each party, with authority to settle the dispute, shall attend the meeting or participate in the telephone conference or mediation. Each party agrees that any legal proceedings subsequently commenced against the other party shall be limited to claims raised in that party's written statement of dispute or response. All matters, allegations and documents will be confidential and will not be disclosed to any other person or entity by either party.

B. Injunctive Relief. Notwithstanding any provision contained in this Section XXVI, SHS may, at its sole option, institute in a court of law or equity an action or actions for temporary, preliminary, or permanent injunctive relief or seek any other equitable relief against you in addition to any other rights and remedies provided herein. In no event shall you be entitled to make, and you hereby waive, any claim for money damages by way of set-off, counterclaim, defense or otherwise based upon any claim or assertion by you that SHS has unreasonably withheld or unreasonably delayed any consent or approval to a proposed act by you under any of the terms of this Franchise Agreement. Your sole remedy for any such claim shall be an action or proceeding to enforce any such provisions, for specific performance or declaratory judgment.

C. Notice of Public Statements. The parties hereto agree that, with respect to any dispute between them, neither a party nor their respective representatives shall make any public statement or issue any press release or other communication concerning such dispute without prior notice to the other party and an opportunity for discussions in accordance with Section XXVI.A. above.

XXVII. ESTOPPEL STATEMENT

You hereby agree that from time to time, upon not less than ten (10) days' prior request by SHS, you will deliver to SHS a statement in writing certifying (a) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Agreement as modified is in full force and effect and stating the modifications); (b) the dates to which all of the royalty and other fees have been paid; (c) that SHS is not in default under any provisions of this Agreement, or, if in default, the nature thereof in detail; and (d) other matters reasonably requested by SHS. Your failure to deliver such statement within

ten (10) days of request shall constitute an affirmation by you that this Agreement is in full force and effect, free of any claims and free of any default on SHS' part.

XXVIII. ACKNOWLEDGMENTS

You acknowledge that you have conducted an independent investigation of all aspects relating to the Franchised Business and recognize that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon your skills and ability as an independent business person or organization. You acknowledge that you have received, read and understand this Agreement and SHS's Franchise Disclosure Document, including all related attachments and agreements. You acknowledge that you have no knowledge of any representations about the Franchised Business or about SHS, its franchising program or its policies made by SHS, its officers, directors, shareholders, employees or agents which are contrary to statements made in the Franchise Disclosure Document or this Agreement. SHS has accorded you ample time and opportunity to consult with advisors of your choosing about the potential benefits and risks of entering into this Agreement. You understand and accept the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain SHS' high standards of quality and service, to maintain the uniformity of those standards at all facilities operating pursuant to the System, and to protect and preserve the goodwill of the Propriety Marks.

_____ Please initial to acknowledge that you have read and understand this Paragraph XXVIII]

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Agreement on the day and year first above written.

ATTEST:

FRANCHISOR:

Seniors Helping Seniors, L.L.C.

Secretary

BY: _____

WITNESS:

FRANCHISEE:

BY: _____

ATTACHMENT TO
SENIORS HELPING SENIORS, LLC FRANCHISE AGREEMENT
MULTI-STATE ADDENDA

STATE OF CALIFORNIA ADDENDUM

- A. The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec 101 et seq.)
- B. The franchise agreement contains a covenant not to compete, which extends beyond the termination of the franchise. This provision may not be enforceable under California law.
- C. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
- D. The franchise agreement requires binding arbitration. The arbitration will be in accordance with the arbitration rules of the American Arbitration Association, held in Berks County, Pennsylvania. This provision may not be enforceable under California law.
- E. The franchise agreement requires application of the laws of the Pennsylvania. This provision may not be enforceable under California law.
- F. You must sign a general release if you renew or transfer your franchise. California Corporations code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professional Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).
- G. Neither the franchisor, nor any person or franchise broker in Item 2 of the disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such person from membership in such association or exchange.
- H. Section 31125 of the California Corporations Code requires the Franchisor to give the Franchisee a disclosure document, in a form and containing such information as the Commissioner may by rule or order require, prior to a solicitation of a proposed material modification of an existing franchise.
- I. The California Franchise Investment Law requires that a copy of all proposed agreements relating to the sale of the franchise be delivered together with the disclosure document.
- J. Registered Nurses (RN), Occupational Therapists (OT) and/or Rehabilitation Counselors (RC) must be certified or licensed in the State of California in order to be used to provide medical-related services.
- K. Registered Nurses (RN), Occupational Therapists (OT) and/or Rehabilitation Counselors (RN) by virtue of their license requirements must operate under the direction of a medical doctor.
- L. Franchisee may have to comply with “Home Care Services Consumer Protection

Act.” This Act provides for the licensure and regulation of home care organizations, as defined, by the State Department of Social Services, and the registration of home care aides.

M. Franchisee or the Franchisor will not interfere with the professional judgment of each type of nurse or therapist providing services under this business model. The nurse or therapist, by virtue of their license requirements would have to operate under the direction of a medical doctor.

N. Pursuant to California Rule 310.114.1 (c)(6), the earnings claims figure(s) does (do) not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your (franchised business). Franchisees or former franchisees, listed in the offering circular, may be one source of this information.

Signature of Franchise Applicant

Signature of Franchisor

Name (please print)

Name (please print)

STATE OF ILLINOIS ADDENDUM

Illinois law governs the Franchise Agreement

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisees’ rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

ILLINOIS PROHIBITS THE CORPORATE PRACTICE OF MEDICINE. UNLICENSED INDIVIDUALS AND ENTITIES ARE PROHIBITED FROM OWNING, OPERATING AND MAINTAINING AN ESTABLISHMENT FOR THE STUDY, DIAGNOSIS AND TREATMENT OF HUMAN AILMENTS AND INJURIES, WHETHER PHYSICAL OR MENTAL. See Medical Corporation Act, 805 ILCS 15/2, 5 (West 2016) and Medical Practice Act of 1987, 225 ILCS 60/ (West 2016).

IF YOU ARE NOT LICENSED/CERTIFIED IN ILLINOIS TO PROVIDE SERVICES OF THE NATURE DESCRIBED IN THIS DISCLOSURE DOCUMENT, YOU MUST NEGOTIATE THE TERMS OF A MANAGEMENT AGREEMENT WITH LICENSED MEDICAL PROFESSIONALS WHO WILL PROVIDE THE SERVICES THAT YOUR FRANCHISED BUSINESS OFFERS. YOU SHOULD RETAIN AN EXPERIENCED ATTORNEY WHO WILL LOOK OUT FOR YOUR BEST INTERESTS IN THIS BUSINESS VENTURE.

The Health Care Worker Self-Referral Act is set forth in Illinois law at: 225 ILCS 47/1 (West 2016)

The Home Health, Home, Services, and Home Nursing Agency Code is set forth in the Illinois Administrative Code at:

77 III. Adm. Code 245 (2015)

See: <http://www.dph.illinois.gov/topics-services/health-care-regulation/facilities/home-health> for info on Home Health state certification and licensure requirements, costs and process.

See: <http://www.idph.state.il.us/about/hfpb/conprocess.htm> and <https://www2.illinois.gov/sites/hfsrb/CONProgram/Pages/default.aspx> for information regarding the nature of, and application process for, the Illinois Certificate of Need Program.

THIS FRANCHISE HAS BEEN INVOLVED IN EXTENSIVE LITIGATION. SEE ITEM 3 IN THE DISCLOSURE DOCUMENT.

IF AT A LATER DATE, YOU WANT TO TRANSFER YOUR FRANCHISE RIGHTS TO SOMEONE ELSE - ANY SUCH TRANSFER OF RIGHTS MUST BE APPROVED BY THE FRANCHISOR.

CURRENTLY, MASTER FRANCHISE OPPORTUNITIES FOR SENIORS HELPING SENIORS ARE NOT AVAILABLE IN ILLINOIS.

Signature of Franchise Applicant

Signature of Franchise Applicant

Name (please print)

Name (please print)

STATE OF IOWA ADDENDUM

A. The franchise agreement requires that litigation must be in Pennsylvania. Section 537A.10 of the Iowa Code (“the Code”) dictates that any provision restricting jurisdiction to a forum outside the State of Iowa is void with respect to a claim otherwise enforceable in the State of Iowa.

B. The franchise agreement requires that disputes or claims be submitted to binding arbitration before the American Arbitration Association in Pennsylvania. Section 537A.10 of the Code dictates that any provision restricting jurisdiction to a forum outside the State of Iowa is void with respect to a claim otherwise enforceable in the State of Iowa.

C. The laws of Pennsylvania govern the franchise agreement. Section 537A.10 of the Code provides that “A condition, stipulation, or provision requiring the application of the law of another state in lieu of this section is void.”

D. You may not transfer your franchise within the first three (3) years of the franchise agreement. This provision may or may not be enforceable under Iowa law.

E. The franchise agreement contains certain conditions precedent for transfer of the franchise that may or may not be enforceable under Iowa law.

F. The franchise agreement may be terminated immediately upon a breach or default of certain obligations without giving you an opportunity to cure the breach or default. Iowa law may require that you be given an opportunity to cure certain breaches or defaults.

G. Section 537A.10 of the Code requires that you be given written notice of termination and 180 days’ notice for non-renewal of the franchise agreement.

H. Section 537A.10 of the Code provides that “A condition, stipulation, or provision requiring a franchisee to waive compliance with or relieving a person of a duty or liability imposed by or a right provided by this section or a rule or order under this section is void.”

Signature of Franchise Applicant

Signature of Franchisor

Name (please print)

Name (please print)

STATE OF MINNESOTA ADDENDUM

A. Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

B. With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C. 14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

C. The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

D. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Referto Minnesota Statues, Section 80C.12, Subd. 1(g).

E. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assentto a general release.

F. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisormay seek injunctive relief. See Minn. Rules 2860.4400J.

Also, a court will determine if a bond is required.

G. The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

Signature of Franchise Applicant

Signature of Franchisor

Name (please print)

Name (please print)

STATE OF RHODE ISLAND ADDENDUM

§19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

Signature of Franchise Applicant

Signature of Franchisor

Name (please print)

Name (please print)

STATE OF WASHINGTON ADDENDUM

A. The State of Washington has a statute, RCW 19.100.180, which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions that may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

B. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

C. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW, shall prevail.

D. A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those that unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

E. Transfer fees are collectable to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.

Signature of Franchise Applicant

Signature of Franchisor

Name (please print)

Name (please print)

NORTH DAKOTA ADDENDUM

1. Covenants not to compete are generally considered unenforceable in the State of North Dakota, pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law.

2. Provisions requiring arbitration or mediation to be held at a location that is remote from the site of the franchisee’s business are generally considered unenforceable in the State of North Dakota, pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law. Accordingly, the parties must agree on the site where arbitration or mediation will be held.

3. Provisions requiring jurisdiction in a state other than North Dakota are generally considered unenforceable in the State of North Dakota, pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law.

4. Provisions requiring that agreements be governed by the laws of a state other than North Dakota are generally considered unenforceable in the State of North Dakota, pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law.

5. Provisions requiring your consent to liquidated or termination damages are generally considered unenforceable in the State of North Dakota, pursuant to Section 51-19-09 of the North Dakota

Franchise Investment Law.

6. Provisions requiring you to sign a general release upon renewal of the franchise agreement have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

7. Provisions requiring you to pay all costs and expenses incurred by us in enforcing the franchise agreement have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Accordingly, any such provision is modified to read that the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

8. Provisions requiring you to consent to a waiver of trial by jury have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

9. Provisions requiring you to consent to a limitation of claims within one year have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Accordingly, any such provision is modified to read that the status of limitations under North Dakota Law will apply.

10. Provisions requiring you to consent to a waiver of exemplary and punitive damages have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

Signature of Franchise Applicant

Signature of Franchisor

Name (please print)

Name (please print)

MARYLAND ADDENDUM

1. The following is added:

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

2. Pursuant to COMAR 01.02.08.16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. Franchisees may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. The Franchise Agreement requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law in order to purchase a franchise. Such representations are not

intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

5. The Franchise Agreement is amended to state that the limitation of claims provision shall not act to reduce the 3 year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law.

6. The provision in the franchise agreement which provides for termination by bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

7. Section 14-226 of the Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise. Our Franchise Disclosure Questionnaire requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law in order to purchase a franchise. Such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

8. Item 5 of the Franchise Disclosure Document and Section IV.A. of the Franchise Agreement are amended to state that all fees paid to the franchisor by the franchisee, including payments for goods and services received from the franchisor before the business opens, shall be held in escrow pending satisfaction of all of the franchisor's material pre-opening obligations to the franchisee.

Signature of Franchise Applicant

Signature of Franchisor

Name (please print)

Name (please print)

NEW YORK ADDENDUM

1. Notwithstanding anything to the contrary contained in the franchise agreement, the franchisee may terminate the agreement on any grounds by law.

2. Notwithstanding anything to the contrary contained in the franchise agreement, the choice of Pennsylvania law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by the General Business Law of the State of New York, Article 33.

Signature of Franchise Applicant

Signature of Franchisor

Name (please print)

Name (please print)

STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Florida, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Utah, Virginia, Washington and Wisconsin.

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

State	Effective Date
California	5/20/2021
Hawaii	4/19/2021
Illinois	4/16/2021
Indiana	9/13/2021
Maryland	6/16/2021
Michigan	11/4/2021
Minnesota	4/28/2021
New York	7/27/2021
North Dakota	4/13/2021
Rhode Island	3/30/2021
South Dakota	1/13/2021
Virginia	5/7/2021
Washington	10/28/21
Wisconsin	3/22/2021

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

**ACKNOWLEDGEMENT PURSUANT TO SECTION XV(K) OF THE
FRANCHISE AGREEMENT**

The undersigned are all of the partners, shareholders or members of Franchisee, if Franchisee is a partnership, corporation or limited liability company, respectively, who beneficially own five percent (5%) or more of the Franchisee and each officer, manager and/or director (if any) of the Franchisee.

In compliance with the requirements of Section XV.K and subject to the exception for permitted business activities set forth in Schedule XV, each of the undersigned agrees to be bound by all provisions of Sections XV.B through XV.F and XV.H through XV.K.

Name and Signature:

Percentage of Equity in Franchisee:

SCHEDULE I

DESCRIPTION OF THE AREA COMPRISING THE TERRITORY

SCHEDULE XV

PERMITTED BUSINESS ACTIVITIES

Section XV.C. of the Franchise Agreement provides that you will be permitted to continue to engage in certain business activities that are not competitive with the Franchised Business either inside or outside of the Territory if those business activities have been and are currently conducted by you or your affiliated company immediately prior to entering into this Agreement. Activities that are competitive with the Franchised Business shall not be permitted within the Territory during the term and after the termination of this Agreement unless mutually agreed upon herein.

I/we currently conduct the following permitted business activities:

ACKNOWLEDGMENT BY SENIORS HELPINGS SENIORS:

By:

OR:

I /we certify that no business activities of the type described above exist either prior to, or at the time of, the signing of the Agreement.

Franchisee:

Printed Name

Printed Name

Signature

Signature

Date

Date

ATTACHMENT A

GUARANTY

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement, and any revisions, modifications and amendments thereto, (hereinafter collectively the "Agreement") dated _____, 20____, by and between Seniors Helping Seniors, L.L.C., a Delaware limited liability company (hereinafter the "Franchisor") and _____ (hereinafter the "Franchisee"), each of the undersigned Guarantors agrees as follows:

1. The Guarantors do hereby jointly and severally unconditionally guaranty the full, prompt and complete performance of the Franchisee under the terms, covenants and conditions of the Agreement, and any other Franchise Agreement entered into between the Franchisor and the Franchisee, its directors, officers, agents, employees or other representatives (hereafter incorporated into and made part of all references to the "Agreement"), including without limitation the complete and prompt payment of all indebtedness to the Franchisor under the Agreement. The word "indebtedness" is used herein in its most comprehensive sense and includes without limitation any and all advances, debts, obligations and liabilities of the Franchisee, now or hereafter incurred, either voluntarily or involuntarily, and whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, or whether recovery thereof may be now or hereafter barred by any statute of limitation or is otherwise unenforceable.

2. The obligations of the Guarantors are independent of the obligations of the Franchisee and a separate action or actions may be brought and prosecuted against any or all of the Guarantors, whether or not actions are brought against the Franchisee or whether the Franchisee is joined in any such action.

3. If the Franchisee is a corporation, partnership or limited liability company, the Franchisor shall not be obligated to inquire into the power or authority of the Franchisee or its partners or the officers, directors, agents, members or managers acting or purporting to act on the Franchisee's behalf and any obligation or indebtedness made or created in reliance upon the exercise of such power and authority shall be guaranteed hereunder. Where the Guarantors are corporations or partnerships it shall be conclusively presumed that the Guarantors and the partners, agents, officers and directors acting on their behalf have the express authority to bind such corporations or partnerships and that such corporations or partnerships have the express power to act as the Guarantors pursuant to this Guaranty and that such action directly promotes the business and is in the interest of such corporations or partnerships.

4. The Franchisor, its successors and assigns, may from time to time, without notice to the undersigned: (a) resort to the undersigned for payment of any of the indebtedness, whether or not it or its successors have resorted to any property securing any of the indebtedness or proceeded against any other of the undersigned or any party primarily or secondarily liable on any of the indebtedness; (b) release or compromise any indebtedness of any of the undersigned hereunder or any indebtedness of any party or parties primarily or secondarily liable on any of the indebtedness; (c) extend, renew or credit any of the indebtedness for any period (whether or not longer than the original period); (d) alter, amend or exchange any of the indebtedness; or (e) give any other form of indulgence, whether under the Agreement or otherwise.

5. The undersigned further waive presentment, demand, notice of dishonor, protest, nonpayment and all other notices whatsoever, including without limitation: notice of acceptance hereof; notice of all contracts and commitments; notice of the existence or creation of any liabilities under the Agreement and of the amount and terms thereof; and notice of all defaults, disputes or controversies between the Franchisee and the Franchisor resulting from the Agreement or otherwise, and the settlement, compromise or adjustment thereof.

6. This Guaranty shall be enforceable by and against the respective administrators, executors, successors and assigns of the Guarantors and the death of any Guarantor shall not terminate the liability of such Guarantor or limit the liability of the other Guarantors hereunder.

7. If more than one person has executed this Guaranty, the term "the undersigned," as used herein shall refer to each such person, and the liability of each of the undersigned hereunder shall be joint and several and primary as sureties.

8. In each SHS where the spouse of a Franchisee has executed any documents in connection with the granting of the Agreement, and the Franchisee subsequently divorces from such spouse, then, in the event that the Franchisee subsequently remarries, the new spouse of such Franchisee must execute, and agree to be bound by the provisions of, each of the documents previously executed by the Franchisee's original spouse.

IN WITNESS WHEREOF, each of the undersigned has executed this Guaranty under seal effective as of the _____ day of _____, 20__.

Signature

Signature of Spouse (if married)

Printed Name

Printed Name

Home Address

Home Address

Home Telephone

Home Telephone

Business Telephone

Business Telephone

Date

Date

ATTACHMENT B

TELEPHONE ASSIGNMENT AGREEMENT

THIS TELEPHONE ASSIGNMENT AGREEMENT is made as of this _____ day of _____, 20__ by and between _____ (hereinafter the “Assignor”) and Seniors Helping Seniors, L.L.C., a Delaware limited liability company (hereinafter the “Assignee”).

WITNESSETH:

WHEREAS, the Assignee has developed and owns the proprietary system (“System”) for the operation of a retail business under the trademark and logo **SENIORS HELPING SENIORS** (the “Franchised Business”);

WHEREAS, the Assignor has been granted a license to operate a Franchised Business pursuant to a Franchise Agreement dated even date herewith, in accordance with the System;

WHEREAS, in order to operate its Franchised Business, the Assignor shall be acquiring one or more telephone numbers, telephone listings and telephone directory advertisements; and

WHEREAS, as a condition to the execution of the Franchise Agreement, the Assignee has required that the Assignor assign all of its right, title and interest in its telephone numbers, telephone listings and telephone directory advertisements to the Assignee in the event of a termination of the Franchise Agreement;

NOW, THEREFORE, in consideration of the foregoing, the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. In the event of termination of the Franchise Agreement, and in order to secure continuity and stability of the operation of the System, the Assignor hereby assigns and transfers to the Assignee, without any further consideration due to Assignor, all of its rights, title and interest in and to certain telephone numbers, telephone listings and telephone directory advertisements pursuant to which Assignor shall operate its Franchised Business in accordance with the terms of the Franchise Agreement; provided, however, such Assignment shall not be effective unless and until the Franchise Agreement is terminated in accordance with the provisions thereof.

2. Representation and Warranties of the Assignor. The Assignor hereby represents, warrants and covenants to the Assignee that:

a. As of the effective date of the Assignment, all of the Assignor’s obligations and indebtedness for telephone, telephone listing services and telephone directory advertisement services shall be paid and current;

b. As of the date hereof, the Assignor has full power and legal right to enter into, execute, deliver and perform this Agreement;

c. This Agreement is a legal and binding obligation of the Assignor, enforceable in accordance with the terms hereof;

d. The execution, delivery and performance of this Assignment does not conflict with, violate, breach or constitute a default under any contract, agreement or instrument to which

the Assignor is a party or by which the Assignor is bound, and no consent of nor approval by any third party is required in connection herewith; and

e. The Assignor has the specific power to assign and transfer its right, title and interest in its telephone numbers, telephone listings and telephone directory advertisements, and the Assignor has obtained all necessary consents to this Assignment.

3. Miscellaneous. The validity, construction and performance of this Assignment shall be governed by the laws of the State of Pennsylvania. All agreements, covenants, representations and warranties made herein shall survive the execution hereof. All rights of the Assignee shall inure to its benefit and to the benefit of its successors and assigns.

IN WITNESS WHEREOF, each of the parties have executed this Assignment as of the day and year first written above.

ASSIGNEE
Seniors Helping Seniors, L.L.C.

By: _____

Its: _____

ASSIGNOR

By: _____

Title: _____

ATTACHMENT C-1

Employee Non-Disclosure and Confidentiality Agreement

The undersigned (the "Employee"), in consideration of the Employee's being employed by _____, corporation (the "Company" and a Seniors Helping Seniors franchisee), and of the compensation received by Employee pursuant to such employment, hereby acknowledges and agrees as follows:

1. In the course of performing Employee's employment duties for the Company, Employee may receive or otherwise obtain information that is confidential and proprietary to the Company's business or to the business of Seniors Helping Seniors, L.L.C. ("SHS"). Such information may include, but is not limited to, inventions, concepts or ideas, patentable or not, systems, technical drawings, developmental or experimental work, designs, blueprints, processes, methods of operation, formulae, techniques, flow charts, or any improvements on any of the above, trade secrets, the names and addresses of the Company's customers, marketing plans, quality control procedures, strategies or financial information, pricing information, and other types or kinds of proprietary data associated with the daily conduct of business by the Company ("Confidential Information").
2. Employee agrees to protect as confidential, and not to disclose to any person or entity any Confidential Information, either directly or indirectly, during the term of Employee's employment with the Company and at all times thereafter.
3. Employee agrees not to utilize any Confidential Information other than for the benefit of the Company and during the term of his or her employment, solely in connection with his or her employment and for no other reason.
4. Employee agrees to take all precautions necessary to ensure that the Confidential Information shall not be disclosed to third parties.
5. Employee agrees to observe all security policies implemented by the Company from time to time with respect to the Confidential Information.
6. Employee shall return to the Company all materials in any medium containing Confidential Information, whether created by the Employee or any other party, on the earlier of a request by the Company or termination of Employee's employment with the Company.
7. Employee acknowledges that all Confidential Information is and shall remain the property of SHS or the Company and nothing in this Agreement or any document relating to Employee's employment with the Company or any course of conduct between the Company and Employee shall be deemed to grant Employee any rights in or to all or any portion of the Confidential Information.
8. Employee acknowledges that any breach of his or her obligations under this Agreement may cause the Company or SHS great and irreparable injury that cannot be adequately compensated by the payment of damages in an action at law. Accordingly, the Company and/or SHS shall be entitled to the remedies of injunction, specific performance and other equitable relief to redress any breach, or to prevent any threatened breach (and neither the Company nor SHS shall be required to post any bond or prove special damages) and Employee shall pay any and all costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Company and/or SHS in enforcing its rights hereunder. Nothing contained in this Agreement shall, however, be construed as a waiver by the Company or SHS of any other right, including, without limitation, SHS' or the Company's right to damages.

9. This Agreement shall be binding on and inure to the benefit of the parties and their successors and permitted assigns. The Company may assign its rights and obligations under this Agreement to any of its affiliates without the consent of Employee. Employee may not assign any of his or her rights or obligations under this Agreement.

10. This Agreement will be governed by and construed in accordance with the laws of Pennsylvania.

11. The obligations of Employee under this Agreement shall survive termination of Employee's employment by the Company. Any failure on the part of the Company to insist upon the performance of this Agreement or any part thereof, shall not constitute a waiver of any right under this Agreement. No waiver of any provision of this Agreement shall be effective unless in writing and executed by the party waiving the right. The parties agree that the covenants included in this Agreement are, taken as a whole, reasonable in their duration and scope and necessary to protect the business of the Company and the business of SHS, and it is the desire and intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. If in any judicial proceeding a court shall refuse to enforce any of the separate covenants included in this Agreement, then such unenforceable covenant shall be deemed modified so as to be enforceable (or if not subject to modification, then eliminated herefrom) for the purpose of those proceedings to the extent necessary to permit the remaining covenants to be enforced.

12. Employee acknowledges that this Agreement does not create any obligation on the Company to continue to employ Employee for any period.

13. Employee acknowledges that SHS is a third-party beneficiary of this Agreement and may enforce the provisions of this Agreement independent of the Company's decision to seek enforcement.

IN WITNESS WHEREOF, the undersigned have set their hands as of this _____ day of _____, 20__.

EMPLOYEE:

COMPANY

Name: _____

By: _____

Name: _____

Title: _____

ATTACHMENT C-2

Non-Disclosure and Confidentiality Agreement

The undersigned (the "Recipient") and _____, a _____ (the "Company" and a Seniors Helping Seniors franchisee) hereby acknowledge and agree as follows:

1. Recipient may receive or otherwise obtain information that is confidential and proprietary to the Company's business or to the business of Seniors Helping Seniors, L.L.C. ("SHS"). Such information may include, but is not limited to, inventions, concepts or ideas, patentable or not, systems, technical drawings, developmental or experimental work, designs, blueprints, processes, methods of operation, formulae, techniques, flow charts, or any improvements on any of the above, trade secrets, the names and addresses of the Company's customers, marketing plans, quality control procedures, strategies or financial information, pricing information, and other types or kinds of proprietary data associated with the daily conduct of business by the Company ("Confidential Information").

2. Recipient agrees to protect as confidential, and not to disclose to any person or entity any Confidential Information, either directly or indirectly, during the term of Recipient's relationship with the Company and at all times thereafter.

3. Recipient agrees not to utilize any Confidential Information other than for the benefit of the Company and for no other reason.

4. Recipient agrees to take all precautions necessary to ensure that the Confidential Information shall not be disclosed to third parties.

5. Recipient agrees to observe all security policies implemented by the Company from time to time with respect to the Confidential Information.

6. Recipient shall return to the Company all materials in any medium containing Confidential Information, whether created by Recipient or any other party, on the earlier of a request by the Company or termination or expiration of Recipient's relationship with the Company.

7. Recipient acknowledges that all Confidential Information is and shall remain the property of SHS or the Company and nothing in this Agreement or any document relating to Recipient's relationship with the Company or any course of conduct between the Company and Recipient shall be deemed to grant Recipient any rights in or to all or any portion of the Confidential Information.

8. Recipient acknowledges that any breach of his or her obligations under this Agreement may cause the Company or SHS great and irreparable injury that cannot be adequately compensated by the payment of damages in an action at law. Accordingly, the Company and/or SHS shall be entitled to the remedies of injunction, specific performance and other equitable relief to redress any breach, or to prevent any threatened breach (and neither the Company nor SHS shall be required to post any bond or prove special damages) and Recipient shall pay any and all costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Company and/or SHS in enforcing its rights hereunder. Nothing contained in this Agreement shall, however, be construed as a waiver by the Company or SHS of any other right, including, without limitation, SHS' or the Company's right to damages.

9. This Agreement shall be binding on and inure to the benefit of the parties and their successors and permitted assigns. The Company may assign its rights and obligations under this Agreement to any of its affiliates without the consent of Recipient. Recipient may not assign any of his or her rights or

obligations under this Agreement.

10. This Agreement will be governed by and construed in accordance with the laws of the jurisdiction in which the Company is organized.

11. The obligations of Recipient under this Agreement shall survive any termination or expiration of Recipient's relationship with the Company. Any failure on the part of the Company to insist upon the performance of this Agreement or any part thereof, shall not constitute a waiver of any right under this Agreement. No waiver of any provision of this Agreement shall be effective unless in writing and executed by the party waiving the right. The parties agree that the covenants included in this Agreement are, taken as a whole, reasonable in their duration and scope and necessary to protect the business of the Company and the business of SHS, and it is the desire and intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. If in any judicial proceeding a court shall refuse to enforce any of the separate covenants included in this Agreement, then such unenforceable covenant shall be deemed modified so as to be enforceable (or if not subject to modification, then eliminated herefrom) for the purpose of those proceedings to the extent necessary to permit the remaining covenants to be enforced.

12. Recipient acknowledges that this Agreement does not create any obligation on the Company to continue its relationship with Recipient for any period.

13. Recipient acknowledges that SHS is a third-party beneficiary of this Agreement and may enforce the provisions of this Agreement independent of the Company's decision to seek enforcement.

IN WITNESS WHEREOF, the undersigned have set their hands as of this _____ day of _____, 20__.

EMPLOYEE:

COMPANY

Name: _____

By: _____
Name: _____
Title: _____

ATTACHMENT D

BANK AUTHORIZATION AGREEMENT

**AUTHORIZATION TO HONOR CHARGES DRAWN BY AND PAYABLE TO SENIORS
HELPING SENIORS, L.L.C.**

As a convenience to me, I hereby authorize and request you to pay and charge to my bank checking account charges drawn by and payable to the order of Seniors Helping Seniors, L.L.C; provided there are sufficient funds in said account to pay the charges upon presentation. It will not be necessary for any officer or employee of Seniors Helping Seniors, L.L.C. to sign such charges.

I agree that your rights in respect to each such charge shall be the same as if it were a check drawn by you and signed by me. I further agree that if any such charge be dishonored, whether with or without cause and whether intentionally or inadvertently, you shall be under no liability whatsoever.

Seniors Helping Seniors, L.L.C. is instructed to forward this authorization to you. It is to remain in effect until revoked by me in writing, and until you actually receive such notice.

Bank Account Number

Depositor's Name as Shown on Bank Account

To: Bank _____

Branch (if any) _____

Street _____

City, State and Zip Code _____

Date Signed

Signature of Depositor, as Printed Above

Please submit a voided blank check, for purpose of setting up Bank and Transit Numbers

ATTACHMENT E

GENERAL RELEASE

WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims (the "Release") is made as of _____ 20__ by _____, a(n) _____ ("Releasor") in favor of Seniors Helping Seniors, LLC, a Delaware limited liability company ("Franchisor," and together with Releasor, the "Parties").

WHEREAS, Franchisor and Releasor have entered into a Franchise Agreement (the "Agreement"), pursuant to which Releasor was granted the right to own and operate a Seniors Helping Seniors Franchised Business;

WHEREAS, Releasor has notified Franchisor of its desire to transfer the Agreement and all rights related thereto to a transferee, and Franchisor has consented to such transfer; and

WHEREAS, as a condition to Franchisor's consent to the transfer, Releasor has agreed to execute this Release upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of Franchisor's consent to the transfer, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, Releasor hereby agrees as follows:

1. Representations and Warranties. Releasor represents and warrants that it is duly authorized to enter into this Release and to perform the terms and obligations herein contained, and has not assigned, transferred or conveyed, either voluntarily or by operation of law, any of its rights or claims against Franchisor or any of the rights, claims or obligations being terminated and released hereunder.

[_____] represents and warrants that he/she is duly authorized to enter into and execute this Release on behalf of Releasor.

2. Release. Releasor and its subsidiaries, affiliates, parents, divisions, successors and assigns and all persons or firms claiming by, through, under, or on behalf of any or all of them, hereby release, acquit and forever discharge Franchisor, any and all of its affiliates, parents, subsidiaries or related companies, divisions and partnerships, and its and their past and present officers, directors, agents, partners, shareholders, employees, representatives, successors and assigns, and attorneys, and the spouses of such individuals, from any and all claims, liabilities, damages, expenses, actions or causes of action which Releasor may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, including without limiting the generality of the foregoing, all claims, liabilities, damages, expenses, actions or causes of action directly or indirectly arising out of or relating to the execution and performance of the Agreement and the offer and sale of the franchise rights related thereto.

The release contained in the preceding paragraph shall not release the Franchisor from violations of federal and state franchise registration and disclosure laws.

3. Miscellaneous.

(a) Releasor agrees that it has read and fully understands this Release and that the opportunity has been afforded to Releasor to discuss the terms and contents of said Release with legal counsel and/or

that such a discussion with legal counsel has occurred.

(b) This Release shall be construed and governed by the laws of the State of Pennsylvania.

(c) In the event that it shall be necessary for any Party to institute legal action to enforce or for the breach of any of the terms and conditions or provisions of this Release, the prevailing Party in such action shall be entitled to recover all of its reasonable costs and attorneys' fees.

(d) All of the provisions of this Release shall be binding upon and inure to the benefit of the Parties and their current and future respective directors, officers, partners, attorneys, agents, employees, shareholders and the spouses of such individuals, successors, affiliates, and assigns. No other party shall be a third-party beneficiary to this Release.

(e) This Release constitutes the entire agreement and, as such, supersedes all prior oral and written agreements or understandings between and among the Parties regarding the subject matter hereof. This Release may not be modified except in a writing signed by both Parties.

(f) If one or more of the provisions of this Release shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Release, but this Release shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

(g) The Parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as any Party may reasonably require to consummate, evidence, or confirm the Release contained herein in the matter contemplated hereby.

(h) The Parties agree that if this Release relates to an Agreement for a franchise in Maryland, then this Release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT “D”

**TABLE OF CONTENTS OF THE CONFIDENTIAL
OPERATIONS MANUAL**

SENIORS HELPING SENIORS®

Operations Manual

Table of Contents

F – Financial Systems

F1 – Financial Management Software – QuickBooks (21 documents)

F2 – Forms (9 documents)

F3 – Procedures (4 documents)

F4 – Support Materials (7 documents)

O– Operations Systems

O1 – Administrative and Franchise Information (41 documents)

O2 – Employee &HR Information (63 documents)

R – Relationship Systems

R1 – Receiver’s Information (59 documents)

R1A – Forms

R1B – Procedures

R1C – Scripts

R1D – Support Materials

R2 – Provider’s Information (79 documents)

R2A – Forms

R2B – Procedures

R2C – Scripts

R2D – Support Materials

R2E – Policies

R3 – Employees’ Information (47 documents)

R3A – Forms

R3B – Procedures

R3C – Scripts

R3D –Support Materials

R3E – Policies

M – Marketing Systems

M1 – Marketing & Advertising (180 documents)

M1A – Forms

M1B – Procedures

M1C – Marketing Materials 2010

M1C.1 – Brand Guidelines

M1C.2 – Logos

M1C.3 – Ads

M1C.4 – Brochure

M1C.5 - Business Card

M1C.6 – Classified Ads

M1C.7 – Door Hanger

M1C.8 – Flyers

M1C.9 – Gift of Independence

M1C.10 – Post Cards

M1C.11 – Radio

M1C.12 – Editable Ads - Word

M1C.13 – TV Ads

M1C.14 – Miscellaneous

M1C.15 – New Ads – 2011

M1C.16 – Vector Images

M1D – Printing & Marketing Materials Information

M1D.1 – Holmes Printing

M1D.2 – Signs & More in 24

M1D.3 – Clothing & Decals

M1D.4 – Support Materials

M1E – Scripts

M1F – Support Materials

M2 – Public Relations (25 documents)

M2A – Forms

M2B – Procedures

M2C – Support Materials

M2D – Speaking Engagements

A – Affiliate Networking Systems (30 documents)

A1 – Forms

A2 – Procedures

A3 – Support Materials

A3.1 – Speaking Engagements

A3.2 – Banners

A3.3 – Trade Show Displays

A3.4 – Name Tags

A3.5 – Trade Show Booths

A3.6 – Tips on Public Speaking

A3.7 – Senior Resources – Web Sites

T – Training & Coaching Systems

T1 – New Partner Orientation (717 documents)

T1A – Insurance Information

T1B – Printing & Marketing Materials

T1B.1 – Holmes Printing

T1B.2 – Signs & More in 24

T1B.3 – Decals & Clothing

T1C – Marketing Materials 2010

T1C.1 – Brand Guidelines

T1C.2 – Logos

T1C.3 – Ads

T1C.4 – Brochure

T1C.5 - Business Card

- T1C.6 – Classified Ads
- T1C.7 – Door Hanger
- T1C.8 – Flyers
- T1C.9 – Gift of Independence
- T1C.10 – Post Cards
- T1C.11– Radio
- T1C.12 – Editable Ads - Word
- T1C.13 – TV Ads
- T1C.14 – Miscellaneous
- T1C.15 – New Ads – 2011
- T1C.16 – Vector Images

- T1D – State Licensing Information
- T1E – NPO Training Manual – Presentations
- T1F – Homework Assignments
- T1G – Senior Expo Booths
- T1H – FORMAT Information
- T1I –Wickman Sales Training
- T1J – Partner Templates
- T1K – Forms
- T1L – Procedures
- T1M – Support Material

- T2 – Owners Training (80 documents) Owners’ Training Manual
 - T2A – Forms
 - T2B – Procedures
 - T2C – Support Materials

- T3 – Sales Training (16 documents)
 - T3A – Floyd Wickman Series – Audio Sessions
 - T3B – Floyd Wickman Series – Support Materials

- T3C – Sales Forms
- T4 – Coaching (10 documents)
 - T4A – Forms
 - T4B – Procedures
 - T4C – Support Materials
- 1 – Office Set Up and Introduction (50 documents)
 - 1A – State Licensing and Business Requirements
 - 1B – Homework Assignments from NPO
 - 1C – Forms
 - 1D – Procedures
 - 1E – Support Materials
- 2 – Customer Care and IT Systems (30 documents)
 - 2A – Client Management Software
 - 2B – Web Site Management
 - 2C – Support Materials
- 3 – Growth and Exit Strategies (4 documents)
 - 3A – Forms
 - 3B – Procedures
 - 3C – Support Materials
- 4 – Franchise Partners’ Information (86 documents)
 - 4A – Franchise Partner Process
 - 4B – Franchise Partner Reporting Requirements
 - 4C – SHS Family
 - 4D – SHS Partner Offices
 - 4E – Support Materials
 - 4F – FORMAT Information (5 documents)

(As of December 31, 2018, our on-line manual consisted of 1,538 documents)

EXHIBIT "E"
MULTI-UNIT DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) entered into this day of _____, 20__ (the “Effective Date”), between: (i) Seniors Helping Seniors, LLC, a Delaware limited liability company, with its principal business address at 50 Grandview Boulevard, Wyomissing Hills, PA 19609 (the “Franchisor”); and (ii) _____, a (resident of) (corporation organized in) (limited liability company organized in) _____ with _____ a _____ business _____ address _____ at _____ (the “Developer”).

BACKGROUND

A. Franchisor and its affiliate/principals, as a result of the expenditure of time, skill, effort, and money, have developed and own a unique system (the “System”) related to the development, opening, and ongoing operation of a business (“Franchised Business”) that offers (1) certain medical and non-medical personal services such as companion care, homemaker services, transportation, shopping and errands, light handyman and repair services, personal care, Alzheimer’s/dementia care (memory care) and TeleCare (2) assistive technologies; (3) facility referral services; (4) adult day care; and (5) medical and home health services including skilled nursing, medication management, health monitoring, wound care, catheter management, injections and blood draws, occupational therapy and rehabilitation therapy (“Services”), as such business models may be modified in accordance with the terms hereof.

B. Franchisor’s System is comprised of various proprietary and, in some cases, distinguishing elements, including without limitation: proprietary methodology and procedures for the establishment and operation of a Franchised Business; standards and specifications for the supplies, inventory and methodology associated with offering and providing each type of Service; advertising; marketing; standards and specifications for equipment; all patents, copyrights, titles, symbols, logotypes, trade dresses, emblems, slogans, insignias, terms, know-how, methods, specifications, designations, designs, diagrams, anecdotes, artworks, worksheets, techniques, rules, ideas, course materials, advertising and promotional materials, and other audio, video and written materials developed and designated for use in connection with the System; proprietary training programs, courses and training materials; Franchisor’s confidential and proprietary operations manual and, at Franchisor’s option, other instructional manuals that have been reduced to writing (collectively, the “Manuals”); and standards and specifications for advertising, bookkeeping, sales and other aspects of operating an Franchised Business. The parties agree and acknowledge that Franchisor may change, improve, further develop, or otherwise modify the System from time to time as it deems appropriate in its discretion. Franchisee hereby acknowledges and agrees that: (i) while the System and Franchisor’s related materials contain information that, in isolated form, could be construed as being in the public domain, they also contain significant proprietary and confidential information that makes the System unique as a whole; and (ii) the combined methods, information, procedures, and theories that make up the total System or are contained in the relevant manuals that are proprietary and confidential.

C. The System and Franchised Businesses are primarily identified by the marks “Seniors Helping Seniors” as well as certain other trade names, trademarks, service marks and logos, all of which Franchisor may modify, update, supplement or substitute in the future (collectively, the “Proprietary Marks”). The parties agree and acknowledge that Franchisor has established substantial goodwill and business value in its Proprietary Marks, expertise, and System.

D. Franchisor grants qualified third parties the right to develop a certain number of Franchised Businesses within a defined geographical area (the “Development Area”), in accordance with the terms of this Agreement to which Developer must be strictly adhere, with each Franchised Business within the Development Area being opened and operating utilizing the Proprietary Marks and System pursuant to the terms and conditions set forth in a separate form of Franchisor’s then-current form of franchise agreement

(each, a “Franchise Agreement”). Developer recognizes the benefits of receiving the right to operate a Franchised Business utilizing the System and desires to: (i) become a multi-unit operator subject to the terms of this Agreement; and (ii) receive the benefits provided by Franchisor under this Agreement.

E. Developer has applied for the right to open and operate a certain number of Franchised Businesses within the Development Area as set forth in this Agreement (each, a “Franchised Business”), and Franchisor has approved such application in reliance on Developer’s representations made therein.

F. Developer hereby acknowledges that adherence to the terms of this Agreement, including Franchisor’s operations manual and other System standards and specifications, are essential to the operation of all Franchised Businesses and the System as a whole.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Development Area.

1.1 Subject to the terms and conditions set forth herein, Franchisor grants Developer the right, and Developer undertakes the obligation, to develop and establish _____ Franchised Businesses within the Development Area defined in the Data Sheet attached hereto as Exhibit A (the “Data Sheet”), provided Developer opens and commences operations of such Franchised Businesses in strict accordance with the mandatory development schedule also set forth in the Data Sheet (the “Development Schedule”) and otherwise subject to the terms and conditions set forth herein.

1.2 Except as provided in Section 1.3 and otherwise herein, during the term of this Agreement Franchisor will not open, operate, or license any third party the right to open or operate, any Franchised Business utilizing the Proprietary Marks and System within the Development Area.

1.3 Developer agrees and acknowledges that Franchisor will have the right to modify the boundaries of the Development Area upon written notice to Developer to account for any designated territory that is granted to another System franchisee or developer in connection with a premises for a Franchised Business at a location that (a) Developer secures, and (b) is close to the outer boundaries of the Development Area, to the extent necessary to avoid overlap between that designated territory and the Development Area. In the event Franchisor notifies Developer that it is modifying the Development Area as set forth in this Section, Developer agrees to work in good faith with Franchisor to enter into an addendum to this Agreement detailing the modified Development Area.

2. Development Fee.

2.1 Developer shall pay Franchisor a Development Fee equal to \$_____ (the “Development Fee”) for the right to develop the foregoing Franchised Businesses within the Development Area under this Agreement, which is: (i) deemed fully earned upon payment and is not refundable under any circumstances; and (ii) calculated according to the formula set forth in Section 2.3.

2.2 The parties agree and acknowledge that the Development Fee is comprised of: (i) the consideration for the territorial rights granted within the Development Area; and (ii) the initial fees payable for the right to own and operate the initial Franchised Business that Developer is granted the right to open within the Development Area under this Agreement and each additional Franchised Business that Franchisor has granted Developer the right to open hereunder (each, an “Additional Franchised Business”).

2.3 Developer must pay Franchisor the Development Fee of (a) \$50,000 for the right to open one Franchised Business; (b) \$35,000 for the right to open a second Franchised Business; and (c) \$25,000 for the right to open a third Franchised Business and each Franchised Business thereafter. Developer will pay a \$5,000 training fee when the initial Franchise Agreement is signed.

3. Initial Franchise Agreement. Contemporaneous with the execution of this Agreement, Developer must enter into Franchisor's current form of Franchise Agreement for the Initial Franchised Business that Developer is required to open within the Development Area. In the event Developer is a business entity of any kind, then Developer's principals/owners must each execute the form of personal guaranty attached to the foregoing Franchise Agreement, as well as any additional Franchise Agreements described in Section 4 of this Agreement.

4. Additional Franchise Agreements. Developer agrees and acknowledges that it must: (i) enter into Franchisor's then-current form of Franchise Agreement for each Additional Franchised Business that Developer is required to open under this Agreement; and (ii) enter into such Franchise Agreements at such times that are required for Developer to timely meet, and strictly adhere to, its obligations under the agreed-upon Development Schedule. Additionally, Developer agrees and acknowledges that, in order to develop a second or any subsequent Franchised Business pursuant to this Agreement, Developer must be in compliance with the terms of any and all Franchise Agreements by and between Developer (and/or any of Developer's affiliates) and Franchisor.

5. Development Obligations. Developer must ensure that, at a minimum, Developer: (i) opens and commences operations of the number of new Franchised Businesses during each of the development periods defined in the Development Schedule (each, a "Development Period"); and (ii) has the minimum cumulative number of Franchised Businesses open and operating at the expiration of each such Development Period. The parties agree and acknowledge that time is of the essence with respect to the foregoing development obligations, and that Developer's failure to comply with the Development Schedule in any manner with respect to any Development Period is grounds for immediate termination of this Agreement if not timely cured as set forth in Section 6.2 of this Agreement (and any future development rights granted hereunder).

6. Term and Termination.

6.1 This Agreement will commence as of the date it is fully executed and, unless earlier terminated by Franchisor, will expire on the earlier of: (i) the last day of the calendar month that the final Franchised Business is required to be opened and operating under the Development Schedule; or (ii) the date Developer actually opens the last Franchised Business that Developer is granted the right to open under this Agreement. Upon expiration or termination of this Agreement for any reason, Developer will not have any rights within the Development Area other than the territorial rights granted in connection with any "Designated Territory" associated with a Franchised Business that Developer has opened and commenced operating as of the date this Agreement is terminated or expires (as such rights are granted by Franchisor under the respective Franchise Agreement(s) into which Developer has entered for such Franchised Business(es)).

6.2 Franchisor will have the right, at its option, to terminate this Agreement and all rights granted to Developer hereunder, without affording Developer any opportunity to cure such default, effective upon written notice to Developer, upon the occurrence of any of the following events: (i) if Developer ceases to actively engage in development activities in the Development Area or otherwise abandons its development business for three (3) consecutive months, or any shorter period that indicates an objective intent by Developer to discontinue development of the Franchised Businesses within the Development Area; (ii) if Developer becomes insolvent or is adjudicated bankrupt, or if any action is taken

by Developer, or by others against the Developer, under any insolvency, bankruptcy or reorganization act, or if Developer makes an assignment for the benefit of creditors or a receiver is appointed by the Developer; (iii) if Developer fails to meet its development obligations under the Development Schedule for any single Development Period (including any corresponding payment obligations), and fails to cure such default within 30 days of receiving notice thereof; or (iv) if any Franchise Agreement that is entered into in order to fulfill Developer's development obligations under this Agreement is terminated or subject to termination by Franchisor, pursuant to the terms of that Franchise Agreement.

6.3 In the event this Agreement is terminated prior to its natural expiration for any reason, the parties agree and acknowledge that the geographic scope of the post-term non-compete described in Section XV.C of the Initial Franchise Agreement shall also include (a) the Development Area, and (b) a ten (10) mile radius around the perimeter of the Development Area.

7. Sale or Assignment. Developer's rights under this Agreement are personal and Developer may not sell, transfer, or assign any right granted herein without Franchisor's prior written consent, which may be withheld in its sole discretion. Notwithstanding, if Developer is an individual or a partnership, Developer has the right to assign its rights under this Agreement to a corporation or limited liability company that is wholly owned by Developer according to the same terms and conditions as provided in Developer's initial Franchise Agreement. Franchisor has the right to assign this Agreement in whole or in part in its sole discretion.

8. Acknowledgment. Developer acknowledges that this Agreement is not a Franchise Agreement and does not confer upon Developer any rights to use the Franchisor's Proprietary Marks or System.

9. Notices. All notices, requests and reports to be given under this Agreement are to be in writing, and delivered either by hand, overnight mail via recognized courier such as UPS or FedEx, or certified mail, return receipt requested, prepaid, to the addresses set forth above (which may be changed by written notice).

10. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to this state's conflict of laws principles.

11. Internal Dispute Resolution. Developer must first bring any claim or dispute between Developer and Franchisor to Franchisor's management, after providing Franchisor with notice of and a reasonable opportunity to cure an alleged breach hereunder. Developer must exhaust this internal dispute resolution procedure before bringing a dispute before a third party. This agreement to first attempt resolution of disputes internally will survive termination or expiration of this Agreement.

12. Mediation. At Franchisor's option, all claims or disputes between Franchisor and Developer or its affiliates arising out of, or in any way relating to, this Agreement or any other agreement by and between Franchisor and Developer or its affiliates, or any of the parties' respective rights and obligations arising from such agreement, which are not first resolved through the internal dispute resolution procedure set forth in Section 12 above, must be submitted first to non-binding mediation, in or near Franchisor's then-current headquarters under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against Franchisor or its affiliates with respect to any such claim or dispute, Developer must submit a notice to Franchisor, which specifies, in detail, the precise nature and grounds of such claim or dispute. Franchisor will have a period of thirty (30) days following receipt of such notice within which to notify Developer as to whether Franchisor or its affiliates elects to exercise its option to submit such claim or dispute to mediation. Developer may not commence any action against Franchisor or its affiliates with

respect to any such claim or dispute in any court unless Franchisor fails to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by Franchisor. Franchisor's rights to mediation, as set forth herein, may be specifically enforced by Franchisor.

12.1 The parties will not be required to first attempt to mediate a controversy, dispute, or claim through mediation as set forth in this Section 13 if such controversy, dispute, or claim concerns an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating): (i) any federally protected intellectual property rights in the Proprietary Marks, the System, or in any confidential/proprietary information of Franchisor (as such information is defined more fully in the Franchise Agreements); (ii) any of the restrictive covenants contained in this Agreement or any other Franchise Agreements executed in connection with the Franchised Businesses opened within the Development Area; and (iii) any of Developer's payment obligations under this Agreement or any such Franchise Agreement.

12.2 This agreement to mediate will survive any termination or expiration of this Agreement. The parties agree that there will be no class action mediation and that any mediation proceeding involving Franchisor and Developer or its principals that arises out of or relates to this Agreement in any manner must be mediated in a proceeding that does not involve any other third party, including any other franchisee or licensee of Franchisor's franchise system.

13. Injunctive Relief. Developer acknowledges and agrees that irreparable harm could be caused to Franchisor by Developer's violation of certain provisions of this Agreement and, as such, in addition to any other relief available at law or equity, Franchisor shall be entitled to obtain in any court of competent jurisdiction, without bond, restraining orders or temporary or permanent injunctions in order to enforce, among other items, the provisions of this Agreement relating to: (i) Developer's use of the Proprietary Marks and Franchisor's confidential information; (ii) Developer's covenant not to compete, as well as any other violations of the restrictive covenants set forth in this Agreement or any Franchise Agreement with Franchisor; (iii) Developer's obligations on termination or expiration of this Agreement; (iv) disputes and controversies based on or arising under the Lanham Act, or otherwise involving the Proprietary Marks, as now or hereafter amended; (v) disputes and controversies involving enforcement of the Franchisor's rights with respect to confidentiality under this Agreement; and (vi) prohibiting any act or omission by Developer or its employees that constitutes a violation of applicable law, threatens Franchisor's franchise system or threatens other franchisees of Franchisor. Developer's only remedy if such an injunction is entered will be the dissolution of the injunction, if appropriate, and Developer waives all damage claims if the injunction is wrongfully issued.

14. Jurisdiction and Venue. Subject to Sections 13 and 14 of this Agreement, the parties agree that any actions arising out of or related to this Agreement must be initiated and litigated to conclusion exclusively in the state court of general jurisdiction closest to Wilmington, Delaware or, if appropriate, the United States District Court for the District of Delaware (unless settled by the parties after such action is initiated). Developer acknowledges that Franchisor may bring an action in any other court of competent jurisdiction to seek and obtain injunctive relief as set forth in Section 14 above. Developer hereby irrevocably consents to the personal jurisdiction of the state and federal courts described in this Section.

15. Third Party Beneficiaries. Franchisor's officers, directors, shareholders, agents and/or employees are express third party beneficiaries of this Agreement and the dispute resolution procedures contained herein, including without limitation, the right to specifically utilize and exhaust the mediation procedure with respect to any and all claims asserted against such person(s) by Developer or its principals.

16. JURY TRIAL WAIVER. THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER WILL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR DEVELOPER'S PURCHASE FROM FRANCHISOR OF THE DEVELOPMENT RIGHTS DESCRIBED HEREIN.

17. WAIVER OF CLASS ACTIONS. THE PARTIES AGREE THAT ALL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE SALE OF THE FRANCHISED BUSINESS, WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT ANY PROCEEDING BETWEEN DEVELOPER, DEVELOPER'S GUARANTORS AND FRANCHISOR OR ITS AFFILIATES/OFFICERS/EMPLOYEES MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER THIRD PARTY.

18. Waiver of Punitive Damages. Developer waives to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) that Developer may have against Franchisor arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agree that in the event of a dispute, Developer's recovery will be limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions will continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages.

19. Attorneys' Fees. If either party institutes any judicial or mediation proceeding to enforce any monetary or nonmonetary obligation or interpret the terms of this Agreement and Franchisor prevails in the action or proceeding, Developer will be liable to Franchisor for all costs, including reasonable attorneys' fees and court costs, incurred in connection with such proceeding.

20. Non Waiver. Franchisor's failure to insist upon strict compliance with any provision of this Agreement will not be a waiver of Franchisor's right to do so, any law, custom, usage or rule to the contrary notwithstanding. Delay or omission by Franchisor respecting any breach or default will not affect Franchisor's rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Agreement will be cumulative. Franchisor's election to exercise any remedy available by law or contract will not be deemed a waiver or preclude exercise of any other remedy.

21. Severability. The parties agree that if any provisions of this Agreement may be construed in two ways, one of which would render the provision illegal or otherwise voidable or unenforceable and the other which would render it valid and enforceable, such provision will have the meaning, which renders it valid and enforceable. The provisions of this Agreement are severable, and this Agreement will be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein, and partially valid and enforceable provisions will be enforced to the extent that they are valid and enforceable. If any material provision of this Agreement will be stricken or declared invalid, the parties agree to negotiate mutually acceptable substitute provisions. In the event that the parties are unable to agree upon such provisions, Franchisor reserves the right to terminate this Agreement.

22. Construction of Language. The language of this Agreement will be construed according to its fair meaning, and not strictly for or against either party. All words in this Agreement refer to whatever number or gender the context requires. If more than one party or person is referred to as Developer, their

obligations and liabilities must be joint and several. Headings are for reference purposes and do not control interpretation.

23. Successors. References to “Franchisor” or “Developer” include the respective parties’ successors, assigns or transferees, subject to the limitations of Section 8 of this Agreement.

24. Additional Documentation. Developer must, from time to time, subsequent to the date first set forth above, at Franchisor’s request and without further consideration, execute and deliver such other documentation or agreements and take such other action as Franchisor may reasonably require in order to effectuate the transactions contemplated in this Agreement. In the event that Developer fails to comply with the provisions of this Section, Developer hereby appoints Franchisor as Developer’s attorney-in-fact to execute any and all documents on Developer’s behalf, as reasonably necessary to effectuate the transactions contemplated herein.

25. No Right to Offset. Developer may not withhold all or any part of any payment to Franchisor or any of its affiliates on the grounds of the alleged nonperformance of Franchisor or any of its affiliates or as an offset against any amount Franchisor or any of its affiliates may owe or allegedly owe Developer under this Agreement or any related agreements.

26. Entire Agreement. This Agreement contains the entire agreement between the parties concerning Developer’s development rights within the Development Area; no promises, inducements or representations (other than those in the Franchise Disclosure Document) not contained in this Agreement have been made, nor will any be of any force or effect, or binding on the parties. Modifications of this Agreement must be in writing and signed by both parties. Franchisor reserves the right to change Franchisor’s policies, procedures, standards, specifications or manuals at Franchisor’s discretion. In the event of a conflict between this Agreement and any Franchise Agreement(s), the terms, conditions and intent of this Agreement will control. Nothing in this Agreement, or any related agreement, is intended to disclaim any of the representations Franchisor made to Developer in the Franchise Disclosure Document that Franchisor provided to Developer.

***THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK
SIGNATURES ON THE FOLLOWING PAGE***

**IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY,
THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED
EFFECTIVE THE DATE FIRST SET FORTH ABOVE.**

SENIORS HELPING SENIORS, LLC DEVELOPER:

Print Name: _____

IF AN INDIVIDUAL:

Date:

By: _____

Print Name:

Date:

Spouse Signature:

Spouse Name:

Date:

IF LLC, CORPORATION, OR OTHER ENTITY:

By: _____

Print Name:

Title:

Owner Signature:

Owner Name:

Date:

**EXHIBIT A TO DEVELOPMENT AGREEMENT
DATA SHEET**

1. **Development Area.** The Development Area, as referred to in Section 1 of the Development Agreement, is described below (or an attached map) by geographic boundaries and will consist of the following area or areas: _____

2. **Development Schedule.** The Development Schedule referred to in Section 5 of the Development Agreement is as follows:

Development Period	Expiration Date	Number of New Franchised Businesses Developer Must Open in Development Area	Cumulative Number of Franchised Businesses Developer Must Have Open Within Development Area
First	Simultaneously with this Agreement	1	1
Second	9 Months from Effective Date	1	2
Third	15 Months from Effective Date	1	3
Fourth	As discussed with the franchisor	1	4
Fifth	As discussed with the franchisor	1	5

3. **Development Fee.** The Development Fee that is due and payable to Franchisor immediately upon execution of this Agreement shall be \$_____.

APPROVED AND ACCEPTED BY:

SENIORS HELPING SENIORS, LLC

Print Name: _____

Date: _____

DEVELOPER

(Individual, Partnership or Corporation Name)

By: _____

Title: _____

Date: _____

EXHIBIT “F”

FRANCHISE PARTNER INFORMATION

First Name	Last Name	Legal Entity Name	Address	City	State	Zip Code	Phone Number
Suzanne and Erich	McKee & Sullivan	Taylor & Sullivan, LLC	2806 West Ranier Road	Rogers	AR	72758	281-684-9769
Andrew	Flindall	A. Flindall Holdings, Inc.	2143 W Tracy Ln	Phoenix	AZ	85025	602-595-0366
Gideon	Abraham	My Little Helpers, LLC	16969 Bernardo Center Dr Suite 210	San Diego	CA	92128	858-774-8174
Greg and Ida	DeMaagd	Carmel Care, LLC	27200 Los Arboles Dr	Carmel	CA	93923	831-402-2854
Sue	Erskine	JDD Senior Services, LLC	5694 Mission Center Rd Suite 602-449	San Diego	CA	92108	619-346-4535
Susan and Tricia	Erskine and Izadi	JDD Senior Services, LLC	10755 Scrips Parkway suite #426	San Diego	CA	92131	619-346-4535
Mohamed and Iman	Hassan	SHS Seniors Care Los Angeles Inc.	8939 S Sepulveda Blvd Suite #350	Los Angeles	CA	90045	310-346-9516
Matthew	Obermueller	Seniors Who Help Seniors LLC	577 E Elder St, Suite U	Fallbrook	CA	98264	425-785-9605
Sandra and Monica	Acevedo and Londono	Compassionate Connections, LLC	3805 Valley Crest Drive	Timnath	CO	80547	970-484-8445
Linda	Gabel	Gabel Senior Care, LLC	2290 E Propect Rd Ste 4	Fort Collins	CO	80525	970-631-8251
Otis and Suzanne	McGregor	Seniors 4 Seniors, LLC	17030 Viscount Ct	Monument	CO	80132	719-640-6069
Jeffrey and Stacy	Roolf	Senior Solutions, Inc.	13019 W Montana Drive	Lakewood	CO	80228	303-919-2839
Mark and Karen	Smith	SHS of Colorado, Inc.	8750 N Sundown Trail	Parker	CO	80134	303-990-4561
Lisa	Brower	Seniors United, LLC	152 Farms Village Road	Simsbury	CT	06070	860-716-2017
Maria	Cerino	Maria Cerino, LLC	P.O. box 382	Mystic	CT	06355	860-536-4767
Debra	Danker	Seniors Care, LLC	87 ½ Midwood Road	Branford Road	CT	06405	203-488-9200
Robert and Amy	McDermott	Alcana Gladstone Group, Inc.	26279 Bayside Drive	Long Neck	DE	19966	302-858-7330
Vincent	Beach	VEBEACH ENTERPRISE LLC	32225 Summerglade Drive	Wesley Chapel	FL	33545	813-973-1954
Diana	Cabassi	Providers of Tender Loving Care, LLC	1401 Lacosta Drive E	Pembroke Pines	FL	33027	754-202-5200
Ed	Dunkel	Seniors Helping Seniors Pompano	4020 W Palm Aire Dr #501	Pompano Beach	FL	33069	954-870-1229

Walter and Rita	Gwinn	Compassionate Elderly Care, LLC	5196 SW Hammock Creek Drive	Palm City	FL	34990	772-223-9950
Jennifer	Helin	Melbeachouse, LLC	1103 W. Hibiscus Blvd. Ste 400	Melbourne	FL	32901	321-722-2999
John	Imperatore	Aging Wholeheartedly LLC	1375 Gateway Boulevard Suite 37	Boynton Beach	FL	33426	561-572-9737
Patricia	James	Lake Weir Senior Services, LLC	PO Box 77	East Lake Weir	FL	32133	352-288-0444
Andy & Joy	Malivuk	Senior Care Of Clearwater, LLC	18933 Chaville Road	Lutz	FL	33558	813-363-9164
Mike and Linda	Morrow	Bigelow Hollow Senior Care LLC	3825 Turkey Oak Drive	Valrico	FL	33596	813-610-2262
Rita and Brian	Sanders	BSRS Jacksonville LLC	3054 Southern Hills Circle West	Jacksonville	FL	32235	904-525-7236
Anthony and Tammy	Sudler	Seniors Helping Seniors Treasure Coast	3975 20th St., Ste G	Vero Beach	FL	32960	772-492-8381
Grace	Watson	Greatality, LLC	9 St Giles Road	Palm Beach Gardens	FL	33418	561-776-9853
Evan and Nancy	Zelden	SHS SWFL, LLC	12995 S. Cleveland Ave. Suite #258	Fort Myers	FL	33907	239-243-8555
Tina and Steve	Tanco	Senior Respect, LLC	590 Woodbrook Way	Lawrenceville	GA	30043	770-237-3177
Terry and Sue	Wilk	Senior Personal Care Solutions, LLC	535 Emerald Lake Drive	Fayetteville	GA	30215	770-262-6552
Scott	Dixon	Seniors Rock LLC.	23 Orchard Drive	Bellville	IL	62221	618-973-5373
Surya	Ghosh	SDSR Enterprises, Inc.	24632 Woodstock Dr	Plainfield	IL	60585	815-710-0005
Sylvie	Hutchings	SH Enterprises, LLC	1046 W Polk Street	Chicago	IL	60607	312-526-3666
Dan	Rattary	SHS Senior Care, Inc	259 Robinson Lane	Westmont	IL	60559	630-324-6086
ElderDay Center		ElderDay Center	328 W. Wilson Street	Batavia	IL	60510	630-937-4246
Tom and Noell	Krughoff	Krughoff Care Netowrk LLC	P.O. Box 174 24 Howard St	Shelbyville	IN	46176	317-604-5520
Garry and Melanie	Furlough	Senior Ambassadors, LLC	3036 Brakley Dr, Ste A	Baton Rouge	LA	70816	225-362-8844
Liesje and David	Damerjian	DJLD Service, LLC	380 Pearl Street	Reading	MA	01867	781-205-4930
Josh and Robert	Obeiter	Compassion Counts Senior Care, LLC	1171 Washington street	Newton	MA	02465	617-877-3163
Simon	Lowell		Nol Triq il - Kampanella	San Gwenn	MALTA		356-777-3344

Steve	Bixler	Senior Compassion of Michigan, LLC	67 Amherst Rd	Pleasant Ridge	MI	48069	248-796-0760
Danna and Nora	Gomez and Ruder	Seniors Helping Seniors of W Michigan	2455 Riveredge Dr SE\PO Box 140288	Grand Rapids	MI	49514	616-234-0190
Amy	Kanouse	CACCK Enterprise Inc.	837 Haynor Rd	Ionia	MI	48846	616-902-3806
Bob and Dawn	Neely	SHS of Michigan, Inc	1180 S. Lepeer Rd	Lake Orion	MI	48360	248-969-4000
Carmo and Mary	Ribeiro	Exciting Future, LLC	430 Sumark Way	Ann Arbor	MI	48103	734-996-9570
Kim and Tony	Nermyr	SHS-MN Inc.	14565 41st Avenue North	Plymouth	MN	55446	763-694-0165
Sherri and Doug	Juergensen	Juergensen Senior Care, LLC	548 Bryan Avenue	St. Louis	MO	63122	314-255-8537
Michael and Mary	Kierath	MGM, LLC	652 Zumwalt Crossing	o'Fallon	MO	63366	636-294-3012
Susan and Melissan	Murray and Walsh	W/M Holdings, LLC	PO Box 8468	St. Louis	MO	63132	314-304-7089
Mike and Debbie	Greth	G & F Seniors Services, LLC	4819 Weston Place	Jamestown	NC	27282	336-823-6217
Lynn	Musolf	Faholo Partners, LLC	10724 Carmel commons Blvd Suite 550	Charlotte	NC	28226	704-641-3718
Eric	Oltman	Carolina Senior Support Services Corporation	127 Lantern Ridge Lane	Cary	NC	27519	919-234-0190
Katheryn	Uveges	Senior2Senior, LLC	5505 Yew Pine Ct	Wake Forest	NC	27587	919-349-0234
Denise and Craig	Moser	D&C Senior Care, LLC	12712 S 82nd St	Papillion	NE	68046	402-331-3073
Troy and Drew	Nielsen	Midwest Senior Care LLC	2648 Steamwagon Road	Nebraska City	NE	68410	402-873-0601
Judith and Randal	Loubier	SHS-NH, LLC	360 Rt 101, Suite 3B	Bedford	NH	03110	603-801-1936
Maria and Vincent	Marino	Marinos Helping Seniors, LLC	61 Highview Ave	Bernardsville	NJ	07924	908-334-1552
Stephen	Rogalski	R & M Care Enterprises LLC	131 Bluebird Drive, Unit 4C	Hillsborough	NJ	08844	973-435-4873
Clint and Vonda	Moxey	Moxey's Learning Center LLC	63 Keystone Ave, Suite 301	Reno	NV	89523	775-622-8008
Rajinder	Anand	Mother Mary Senior Care Corp	42 Muncey Road	Bayshore	NY	11706	631-935-5588

Stuart and Heidi	Berr	Seniors in Suffolk, Inc.	256 Montgomery Avenue	Oceanside	NY	11572	516-974-2655
Debra and Bill	Lang	Lang Helping Seniors, LLC	70 Lake Marie Lane	Bedford Hills	NY	10507	914-263-7716
Reema	Nirola	Passion for Seniors, LLC	2 Manetto Drive	Plainview	NY	11803	516-390-8938
Cynthia and Babak	Raj	KMR Enterprises, LLC	PO Box 374	Corning	NY	14830	607-398-0188
Debbie and Mike	Turner	Turner's Helping Seniors, LLC	233 Drive 4	Cleveland	NY	13042	315-720-4441
Diane and Joanne	Ward	NNY Senior Services, Inc.	156 Chestnut Street	Watertown	NY	13601	315-405-4950
Kim	Harris	Compassionate Senior Home Care, Inc.	1098 Rainbow Drive NE	Lancaster	OH	43130	740-974-4454
Christine	Harris	SHS Cincy, LLC	2444 Madison Road, Suite 109	Cincinnati	OH	45208	513-376-6497
Alice and Janet	Iseminger and Callaway	For His Glory Ohio, LLC	40998 Butternut Ridge Rd	Elyria	OH	44035	440-935-3848
Andrew	Spatt	Heart of Service LLC	5951 Fairdale Dr; POB 18123	Fairfield	OH	45018	513-939-3939
Robin	Stith		836 Promise Court	Reynoldsburg	OH	43068	614 218 4192
Cindy	Walker	Silver Links, LLC	P.O. Box 661	Twinsburg	OH	44087	330-963-0025
C.J.	Girod	SHS SWPA LLC	353 Marlin Drive	Pittsburgh	PA	15216	412-944-2470
Patrick	Hennigan	Cal Capital Corporation	1000 Terrain Street #1212	Malvern	PA	19355	610-590-4888
Lynn	Dempsey	Helping Seniors of the Valley, LLC	175 S 21st St Lower Level	Easton	PA	18042	610-253-3232
Elizabeth and Robert	McGoff	IGM Senior Care, LLC	3580 Innovation Highway, Suite 104	Hermitage	PA	16148	724-877-3505
Kelly	Talton	KEC Partners LLC	65 W Street Rd, Ste B101	Warminster	PA	18974	215-675-6402
Phil and Susan	Tipton	Senior Care of Lebanon and Lower Dauphin County, LLC	110 Short Rd	Myerstown	PA	17067	717-933-2077
Ray	Bales	Rayzer Sharp Enterprises Inc	304 Wardley Road	Knoxville	TN	37934	865-806-8743
Brian	Millican		5901 Shallowford road suite 200	Chattanooga	TN	37421	423-883-6469
Franny and Joe	Baker	Hill Country Eldercare LLC	15511 TX-71 W, Suite 110 #351	Bee Cave	TX	78738	512-552-1944
Jason and Camille	Blevins	Dani's Helping Hands, LLC	12131 Brighton Brook Lane	Tomball	TX	77377	343-808-7675

Glenn	Coty	Thaddeus and Associates, Inc	6618 Castle Pine Lane	Spring	TX	77379	346-334-6100
Karina	Franco	MIH Seniors Home Care, LLC	1738 West End Place	Round Rock	TX	78681	512-409-9855
Shehnaz	Kapasi	Studio Lifestyle Inc.	7610 Highmeadow Drive	Houston	TX	77063	281-261-8107
Priya	Kapoor	Better Life Personal Care LLC	2013 Cladding Drive	Plano	TX	75075	469-400-5115
Katie and David	Killebrew	LZK Holdings LLC	167 Bentwood Drive	Spring Branch	TX	78070	361-648-1295
Wendy and William	Li	2W Senior Care, LLC	4010 Sperry St.	Dallas	TX	75214	213-309-7517
Robert	Lumpford	Robert S. Lumpford	2813 Seminary Circle	Garland	TX	75043	214-748-2639
Marvin and Carlton	Wright	Right Side, Inc.	2315 Monarch Terrace Dr	Katy	TX	77494	832-876-5242
Andrew	Boothman		Westcroft, Oxford Lane	Grove Wantage	UK	OX127P Y	07745 187761
Steven and Lynn	Cowley	SENIORS HELPING SENIORS (THAMES VALLEY) LTD	3 Florence Villas, Bottle Lane	Maidenhead, Berkshire	UK	SL63SA	
Michael	Dooley	Brighton and Hove	Maritime House, Basin Road North	Brighton	UK	BN411W R	01273 090 484
Rena	Loizou	SENIORS HELPING SENIORS (EAST SUSSEX) LTD	56 Chestnut Avenue	Bromley, Kent	UK	BR49ES	
Paul and Zoe	Martin		Cross Keys House, Bolts Hill, Charthman	Canterbury, Kent	UK	CT47JX	
Keith	Reddy	West Kent UK	19-21 Swan Street	West Malling, Kent	UK	ME196J U	
Christian	Wilse	Canterbury and Thanet UK	18 Orchard Street	Canterbury	UK		01227 455 900
Marta and Scott	Murray	Morgan Valley Senior Care	945 Mahogany Ridge Rd	Morgan	UT	84050	801-821-4535
Lurene	Reck	I CARE VA LLC	7400 Beaufont Spring Dr Ste 300	N Chesterfield	VA	23225	804-921-4280
James and Susan	Watkins	Wiesner-Watkins, LLC	2266 Windsor Ave	Roanoke	VA	24015	434-990-0145
Maripaz	Ferrer	Ferrer Family Services, Inc	821 Dock Street, PMB 3-14	Tacoma	WA	98402	203-613-5615

Kim and Tom	Stege	Plumtree Services LLC	18804 Wallingford Ave N	Shoreline	WA	98133	206-409-0717
Andrew and Tamie	Hoff	34 Senior Care, LLC	3232 Dale Road	Eau Claire	WI	54703	715-514-4511
Karl and Carol	Ralian	SHS Senior Services, LLC	P.O. Box 208	Sussex	WI	53089	262-225-7978

EXHIBIT “G”

FINANCIAL STATEMENTS OF SENIORS HELPING SENIORS

SEE SEPARATE DOCUMENTS FOR 2020

AND 2021 FINANCIALS

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**

**CONSOLIDATED FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

Years Ended December 31, 2019 and 2018



**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**
TABLE OF CONTENTS
YEARS ENDED DECEMBER 31, 2019 AND 2018

	Page
Independent Auditors' Report	1
Financial Statements	
Consolidated Balance Sheets	3
Consolidated Statements of Income and Members' Equity	4
Consolidated Statements of Cash Flows	5
Notes to Consolidated Financial Statements	6
Supplementary Information	
Consolidated Schedules of Net Revenues	14
Consolidated Schedules of Service Expenses	15
Consolidated Schedules of Selling Expenses	15
Consolidated Schedules of General and Administrative Expenses	15

Independent Auditors' Report

To the Board of Directors
Seniors Helping Seniors, LLC
Reading, Pennsylvania

Report on the Consolidated Financial Statements

We have audited the accompanying financial statements of Seniors Helping Seniors, LLC and Subsidiary, which comprise the consolidated balance sheets as of December 31, 2019 and 2018, and the related consolidated statements of income and members' equity and cash flows for the years then ended and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

To the Board of Directors
Seniors Helping Seniors, LLC
Reading, Pennsylvania

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Seniors Helping Seniors, LLC and Subsidiary as of December 31, 2019 and 2018, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note B to the financial statements, Seniors Helping Seniors, LLC and Subsidiary adopted new accounting guidance, implementing the FASB's ASU 2014-09 ("ASU 2014-09"), Revenue from Contracts with Customers (Topic 606). Our opinion is not modified with respect to this matter.

Report on Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidated schedules of net revenues, consolidated schedules of service expenses, consolidated schedules of selling expenses and consolidated schedules of general and administrative expenses are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.



Oaks, Pennsylvania
February 26, 2020

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**
CONSOLIDATED BALANCE SHEETS
DECEMBER 31, 2019 AND 2018

	2019	2018
ASSETS		
CURRENT ASSETS		
Cash	\$1,905,880	\$1,065,608
Accounts receivable, net of allowance for doubtful accounts \$10,000 (2019 and 2018)	244,239	217,166
Due from affiliates	19,830	17,664
TOTAL CURRENT ASSETS	2,169,949	1,300,438
PROPERTY AND EQUIPMENT		
Furniture and equipment	300,599	300,599
Vehicles	213,670	213,670
Leasehold improvements	652,425	652,425
	1,166,694	1,166,694
Accumulated depreciation	(727,607)	(697,917)
	439,087	468,777
INTANGIBLE ASSETS		
Trademarks, net of accumulated amortization of \$3,197 (2019) and \$2,829 (2018)	2,328	2,696
OTHER ASSETS		
	30,740	30,740
TOTAL ASSETS	\$ 2,642,104	\$ 1,802,651
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES		
Line of credit	\$ 119,451	\$ 210,911
Accounts payable	71,593	77,497
Accrued expenses	38,204	132,764
Regional advertising fund escrow	424,299	-
Franchise contract deferred income	222,848	480,653
TOTAL CURRENT LIABILITIES	876,395	901,825
LONG TERM LIABILITIES		
Franchise contract deferred income, less current portion	596,671	663,519
MEMBERS' EQUITY		
	1,169,038	237,307
TOTAL LIABILITIES AND MEMBERS' EQUITY	\$ 2,642,104	\$ 1,802,651

See accompanying notes.

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**

CONSOLIDATED STATEMENTS OF INCOME AND MEMBERS' EQUITY
YEARS ENDED DECEMBER 31, 2019 AND 2018

	2019	2018
NET REVENUE	\$ 3,635,563	\$ 3,682,121
EXPENSES		
Service expenses, Power of Love, LLC	169,116	219,066
Selling	257,965	246,012
General and administrative	1,181,785	1,030,712
	<u>1,608,866</u>	<u>1,495,790</u>
INCOME FROM OPERATIONS	<u>2,026,697</u>	<u>2,186,331</u>
OTHER INCOME (EXPENSE)		
Interest income	214	143
Interest expense	(9,483)	(11,959)
	<u>(9,269)</u>	<u>(11,816)</u>
NET INCOME	2,017,428	2,174,515
MEMBERS' EQUITY (DEFICIT)		
AT BEGINNING OF YEAR, restated	237,307	(154,466)
Members' distributions	(1,085,697)	(1,782,742)
MEMBERS' EQUITY AT END OF YEAR	<u>\$ 1,169,038</u>	<u>\$ 237,307</u>

See accompanying notes.

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**
CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2019 AND 2018

	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ 2,017,428	\$ 2,174,515
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation and amortization	30,058	35,288
(Increase) decrease in		
Accounts receivable	(27,073)	62,822
Due from affiliates	(2,166)	(17,664)
Increase (decrease) in		
Accounts payable	(5,904)	30,226
Accrued expenses	(94,560)	(1,577)
Due to affiliates	-	(30,842)
Regional advertising fund escrow	424,299	-
Franchise contract deferred income	(324,653)	(389,852)
NET CASH PROVIDED BY OPERATING ACTIVITIES	2,017,429	1,862,916
CASH FLOWS FROM FINANCING ACTIVITIES		
Borrowings (repayments) on line of credit, net	(91,460)	(34,089)
Members' distributions	(1,085,697)	(1,782,742)
NET CASH USED BY FINANCING ACTIVITIES	(1,177,157)	(1,816,831)
NET INCREASE IN CASH	840,272	46,085
CASH AT BEGINNING OF YEAR	1,065,608	1,019,523
CASH AT END OF YEAR	\$ 1,905,880	\$ 1,065,608
SUPPLEMENTAL DISCLOSURES		
Interest paid	\$ 9,483	\$ 11,959

See accompanying notes.

NOTE A - NATURE OF BUSINESS

Seniors Helping Seniors, LLC

Seniors Helping Seniors, LLC is a Delaware limited liability company. The Company owns a proprietary system for the operation of a Seniors Helping Seniors franchise providing personal services to senior citizens, such as in-home elderly care, home assistance, companion care, transportation, homemaking and maintenance and repair, under the service mark Seniors Helping Seniors.

Power of Love for Seniors, LLC

Power of Love for Seniors, LLC was organized in November 2014 as a Delaware limited liability company, and is a wholly owned subsidiary of Seniors Helping Seniors, LLC. The Company's purpose is to improve the dignity and quality of life of senior citizens in the community by finding ways for seniors to help each other.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation and Consolidation Policy

The financial statements of the Company have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (GAAP).

The accompanying consolidated financial statements include the accounts of Seniors Helping Seniors, LLC and its wholly owned subsidiary, Power of Love for Seniors, LLC, collectively referred to as the "Company." Intercompany accounts and transactions have been eliminated in the consolidation.

Cash and Cash Equivalents

The statements of cash flows classify changes in cash and cash equivalents. Cash and cash equivalents include all cash balances and highly liquid investments with an original maturity of three months or less. The Company places its cash and cash equivalents with a high credit financial institution.

Allowance for Doubtful Accounts

Trade accounts receivable are stated net of an allowance for doubtful accounts. The Company estimates the allowance based on its historical collection experience. The allowance for doubtful accounts was \$10,000 at December 31, 2019 and 2018.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment

Property and equipment are stated at cost. Depreciation is computed on an accelerated method using the following estimated useful lives:

	<u>Years</u>
Furniture and equipment	5-7
Vehicles	5
Leasehold improvements	15-39

Property and equipment are defined by the Company as those assets costing more than \$5,000.

Intangible Assets

Intangible assets represent trademarks. The Company provides for amortization on the straight-line method over 15 years for trademarks.

Revenue Recognition

Royalty Income

The principal source of revenues from franchising is ongoing royalty fees, which are typically a percentage of gross franchisee revenues. The Company recognizes royalty fee revenues as and when the underlying sales occur.

Franchise Sales

The Company receives non-refundable initial franchise fees, which are recognized as it satisfies the performance obligations of the franchise agreement. The revenues from franchise sales will be segregated based upon the specific performance obligation and recognized either at a point in time or over the length of the franchise agreement.

Franchise Service Revenue – Power of Love for Seniors, LLC

The Company provides services to senior citizens, such as in-home elderly care, home assistance, companion care, transportation, homemaking and maintenance and repair. The Company recognizes service revenues as and when the services are provided.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (“FASB”) issued a new accounting standard (ASC Topic 606) that amends the accounting guidance on revenue recognition. The new accounting standard is intended to provide a more robust framework for addressing revenue issues, improve comparability of revenue recognition practices, and improve disclosure requirements. Under the new standard, revenue is recognized when a customer obtains control of promised goods or services and is recognized in an amount that reflects the consideration which the entity expects to receive in exchange for those goods or services.

The principles in the standard are applied using a five-step model that includes 1) identifying the contract(s) with a customer, 2) identifying the performance obligations in the contract, 3) determining the transaction price, 4) allocating the transaction price to the performance obligations in the contract, and 5) recognizing revenue when (or as) the performance obligations are satisfied.

The new accounting standard must be applied using either of the following transition methods: (i) a full retrospective approach reflecting the application of the standard in each prior reporting period with the option to elect certain practical expedients, or (ii) a modified retrospective approach with the cumulative effect of initially adopting the standard recognized at the date of adoption. The new accounting standard is effective for reporting periods beginning after December 15, 2018.

The Company adopted the accounting standard effective January 1, 2019, using the full retrospective approach. The Company’s revenue is recognized at both a point in time and over time based on the satisfaction of the separate performance obligations. In addition, the majority of the Company’s contracts do not contain variable consideration and contract modifications are generally minimal. Based on the Company’s evaluation of its contracts with customers, the majority of the revenue arrangements consist of separate and distinct performance obligations to transfer promised goods or services. The evaluation of its contracts with customers, the timing and amount of revenue recognized has been significantly revised under the new standard (See Note I and Note J).

Advertising Costs

The Company expenses advertising costs as they are incurred. Total advertising costs for the years ended December 31, 2019 and 2018, were \$113,850 and \$128,243, respectively.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes

Seniors Helping Seniors, LLC has chosen to be treated as a partnership for federal and state income tax purposes. A partnership is not a taxpaying entity for federal or state income tax purposes. Accordingly, no income tax expense has been recorded in the financial statements. All income or loss will be reported on the individual member's income tax returns.

Power of Love for Seniors, LLC has chosen to be treated as a single member limited liability corporation, a disregarded entity for tax purposes.

The income allocable to each member is subject to examination by federal and state taxing authorities. In the event of an examination of the income tax returns, the tax liability of the members could be changed if an adjustment in the income is ultimately determined by the taxing authorities.

Certain transactions of the Company may be subject to accounting methods for federal income tax purposes that differ significantly from the accounting methods used in preparing the financial statements in accordance with generally accepted accounting principles. Accordingly, the taxable income reported for federal income tax purposes may differ from net income in these financial statements.

Based on the results of management's evaluation, the accounting for the Company's tax positions did not have a material effect on the Company's financial statements. Further, no significant interest or penalties have been accrued or charged to expense for the years ended December 31, 2019 and 2018.

The Company's income tax returns are subject to examination by taxing authorities for a period of three years from the date the tax returns were filed.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Date of Management's Review

Management has evaluated subsequent events through February 26, 2020, the date which the financial statements were available to be issued.

Reclassifications

Certain amounts represented in the prior year have been reclassified in order to be consistent with the current year's presentation.

NOTE C - RELATED-PARTY TRANSACTIONS

The Company leases office space from members under an annual lease. Annual lease payments were \$120,000 in 2019 and \$114,000 in 2018.

The Company is also related to Seniors Helping Seniors, a not-for-profit corporation, through common management.

NOTE D - CONCENTRATION OF CREDIT RISK

Financial instruments that potentially subject the Company to a concentration of credit risk consist principally of cash. The Company normally deposits its cash with two financial institutions. At December 31, 2019, \$1,648,121 of the Company's cash balances is uninsured.

NOTE E - INTANGIBLE ASSETS

Trademarks are capitalized as intangible assets and amortized over 180 months. Amortization expense related to trademarks is approximately \$368 each year through 2026.

NOTE F - LINE OF CREDIT

In February 2014, the Company acquired a revolving line of credit with a maximum borrowing limit of \$250,000. Borrowings under the line of credit bear interest at a variable rate based on the *Wall Street Journal* prime rate (the "Index"). At December 31, 2019, the Index was 4.8% per annum. Borrowings against the line of credit are secured by the business assets of Seniors Helping Seniors, LLC and a guarantee of the majority members. The outstanding balance was \$119,451, and \$210,911 at December 31, 2019 and 2018, respectively.

NOTE G - REGIONAL ADVERTISING FUND ESCROW

The regional advertising fund was established from the provisions of the franchise agreement. Franchisees' may be required to contribute a percentage of gross sales to a regional cooperative advertising and promotional fund ("Regional Advertising Fund"). Contributions will be used for producing, maintaining, administering and directing consumer advertising. Advertising may consist of print, television, radio, internet or other media for advertisement and promotion. Contributions from franchisees' will be held by the Company until expended for the purposes above. The advertising fund contribution percentage for the year ended December 31, 2019 was 1% of monthly gross sales. The total cash held in escrow as of December 31, 2019 was \$424,299. There was no cash held in escrow as of December 31, 2018.

NOTE H – CONTINGENCIES

The Company is involved in legal actions arising in the ordinary course of business. In the opinion of management, the Company has adequate legal defenses or insurance coverage with respect to each of these actions and does not believe that they will materially affect the Company's results of operations or financial position.

NOTE I - REVENUE RECOGNITION OF FRANCHISE AGREEMENTS

Performance Obligations and Significant Judgments

Revenue is recognized when obligations under the terms of a contract with the customer are satisfied; generally, this occurs with the transfer of control of products or services. The Company satisfies performance obligations either over time or at a point in time as discussed in further detail below. Revenue is measured as the amount of consideration expected to be received in exchange for transferring goods or providing services.

Under the franchise agreement, franchisees are granted the right to operate using the Company's system and branding which in most cases is for a period of 10 years. The franchisees pay an initial fee to purchase a franchise and then subsequently pay royalties to the Company based upon a set percentage of the sales of the franchisee.

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2019 AND 2018

NOTE I - REVENUE RECOGNITION OF FRANCHISE AGREEMENTS (Continued)

The disaggregation of the timing of recognizing revenue for the year ended December 31, 2019 is as follows:

	Products and Services Transferred:	
	Point in Time	Over Time
Initial franchise fees	\$ -	\$ 573,812
Franchise renewal fees	-	7,200
Royalties and other franchise fees	2,690,833	-
Franchise service revenue	363,718	-
	<u>\$ 3,054,551</u>	<u>\$ 581,012</u>

The disaggregation of the timing of recognizing revenue for the year ended December 31, 2018 is as follows:

	Products and Services Transferred:	
	Point in Time	Over Time
Initial franchise fees	\$ -	\$ 582,470
Franchise renewal fees	-	3,600
Royalties and other franchise fees	2,731,057	-
Franchise service revenue	364,994	-
	<u>\$ 3,096,051</u>	<u>\$ 586,070</u>

Contract Assets and Liabilities

Contract assets arise when the Company recognizes revenue for amounts that cannot be billed under the terms of the contract with the customer. The Company does not have any material contract assets as of December 31, 2019 and 2018. Contract liabilities arise when the Company receives payments from customers in advance of recognizing revenue. The Company has contract liabilities as of December 31, 2019 and 2018 in the amounts of \$819,519 and \$1,144,172, respectively, and are included under the balance sheet caption "franchise contract deferred income" as detailed below.

	2019	2018
Franchise contract deferred income		
Current portion	\$ 222,848	\$ 480,653
Long-term portion	596,671	663,519
	<u>\$ 819,519</u>	<u>\$ 1,144,172</u>

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2019 AND 2018

NOTE J - PRIOR PERIOD ADJUSTMENT

As a result of adopting ASC Topic 606, full retrospective approach, on January 1, 2019, the Company revised its comparative financial statements for the years ended December 31, 2019 and 2018. Additionally, the cumulative effect of applying the new guidance to all contracts with customers that were not completed was recorded as an adjustment to members equity as of January 1, 2018. The cumulative adjustments recorded upon adoption of ASC 606 consisted of franchise contract liability of \$1,144,172 within long-term liabilities and \$1,534,024 within members' equity on the consolidated balance sheets. The implementation also resulted in an increase to the prior year (2018) net revenues of \$389,852 related to the timing of revenue recognition in accordance with the new standard.

	As Previously Reported	Adjustments	As Restated
Franchise contract deferred income	\$ -	\$ 1,144,172	\$ 1,144,172
Members' equity (deficit), beginning of year (2018)	\$ 1,379,558	\$ (1,534,024)	\$ (154,466)
Net revenues (2018)	\$ 3,292,269	\$ 389,852	\$ 3,682,121

SUPPLEMENTARY INFORMATION

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**

CONSOLIDATED SCHEDULES OF NET REVENUES
YEARS ENDED DECEMBER 31, 2019 AND 2018

	2019	2018
FRANCHISE SALES		
Gross franchise sales	\$ 573,812	\$ 582,470
Franchise renewal fees	7,200	3,600
NET FRANCHISE SALES	<u>581,012</u>	<u>586,070</u>
ROYALTY INCOME		
Gross royalty income	<u>2,690,833</u>	<u>2,731,057</u>
NET ROYALTY INCOME	<u>2,690,833</u>	<u>2,731,057</u>
FRANCHISE SERVICE REVENUE		
Power of Love for Seniors, LLC service revenues	<u>363,718</u>	<u>364,994</u>
TOTAL FRANCHISE SERVICE REVENUE	<u>363,718</u>	<u>364,994</u>
TOTAL NET REVENUES	<u>\$ 3,635,563</u>	<u>\$ 3,682,121</u>

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**
CONSOLIDATED SCHEDULES
YEARS ENDED DECEMBER 31, 2019 AND 2018

	2019	2018
SERVICE EXPENSES, POWER OF LOVE, LLC		
Salaries	\$ 152,377	\$ 196,654
Payroll taxes	16,739	22,412
	<u>\$ 169,116</u>	<u>\$ 219,066</u>
SELLING EXPENSES		
Advertising	\$ 113,850	\$ 128,243
Selling expenses	59,101	25,500
Trade shows and conventions	7,228	4,375
Travel and entertainment	56,192	70,897
Website	21,594	16,997
	<u>\$ 257,965</u>	<u>\$ 246,012</u>
GENERAL AND ADMINISTRATIVE EXPENSES		
Automobile	\$ 6,031	\$ 14,675
Computer	39,915	15,921
Depreciation and amortization	30,058	35,288
Dues and subscriptions	7,828	20,906
Insurance	83,576	85,526
Licenses and permits	9,845	6,396
Meals and entertainment	24,089	23,036
Office	8,619	11,641
Payroll taxes	24,618	31,064
Postage	4,629	2,240
Professional fees	280,231	160,796
Rent	120,000	114,000
Repairs and maintenance	22,064	18,177
Salaries and other compensation	482,783	453,482
State and local taxes, not based on income	4,264	6,296
Telephone and utilities	33,235	31,268
	<u>\$ 1,181,785</u>	<u>\$ 1,030,712</u>

SENIORS HELPING SENIORS, LLC AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF INCOME AND MEMBERS' EQUITY
FOR THE EIGHT MONTHS ENDED AUGUST 31, 2019

Substantially All Disclosures and Statement of Cash Flows Required by GAAP Omitted

NET REVENUE	\$ <u>2,151,651</u>
EXPENSES	
Service expenses, Power of Love, LLC	148,911
Selling	167,404
General and administrative	976,601
	<u>1,292,916</u>
INCOME FROM OPERATIONS	<u>858,735</u>
OTHER INCOME (EXPENSE)	
Interest income	106
Interest expense	(4,461)
	<u>(4,355)</u>
NET INCOME	854,380
MEMBERS' EQUITY AT BEGINNING OF YEAR	1,346,559
Members' distributions	<u>(1,378,459)</u>
MEMBERS' EQUITY AT END OF YEAR	<u>\$ 822,480</u>

No CPA Provides Assurance on these Financial Statements.

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**

**CONSOLIDATED FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

Years Ended December 31, 2020 and 2019

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**
TABLE OF CONTENTS
YEARS ENDED DECEMBER 31, 2020 AND 2019

	Page
Independent Auditors' Report	1
Financial Statements	
Consolidated Balance Sheets	3
Consolidated Statements of Income and Members' Equity	4
Consolidated Statements of Cash Flows	5
Notes to Consolidated Financial Statements	6
Supplementary Information	
Consolidated Schedules of Net Revenues	13
Consolidated Schedules of Service Expenses	14
Consolidated Schedules of Selling Expenses	14
Consolidated Schedules of General and Administrative Expenses	14

Independent Auditors' Report

To the Board of Directors
Seniors Helping Seniors, LLC
Reading, Pennsylvania

Report on the Consolidated Financial Statements

We have audited the accompanying financial statements of Seniors Helping Seniors, LLC and Subsidiary, which comprise the consolidated balance sheets as of December 31, 2020 and 2019, and the related consolidated statements of income and members' equity and cash flows for the years then ended and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

To the Board of Directors
Seniors Helping Seniors, LLC
Reading, Pennsylvania

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Seniors Helping Seniors, LLC and Subsidiary as of December 31, 2020 and 2019, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note L, the spread of the COVID-19 coronavirus is affecting the United States and global economies and may have an impact on Seniors Helping Seniors, LLC and Subsidiary's operational and financial performance. At this point, Seniors Helping Seniors, LLC and Subsidiary cannot reasonably estimate the impact on its future operations or financial results. Our opinion is not modified with respect to this matter.

Report on Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidated schedules of net revenues, consolidated schedules of service expenses, consolidated schedules of selling expenses and consolidated schedules of general and administrative expenses are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Maille LLP

Limerick, Pennsylvania
February 25, 2021

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**

**CONSOLIDATED BALANCE SHEETS
DECEMBER 31, 2020 AND 2019**

	<u>2020</u>	<u>2019</u>
ASSETS		
CURRENT ASSETS		
Cash	\$ 1,904,760	\$ 1,905,880
Accounts receivable, net of allowance for doubtful accounts \$10,000 (2020 and 2019)	333,484	244,239
Due from affiliates	-	19,830
TOTAL CURRENT ASSETS	<u>2,238,244</u>	<u>2,169,949</u>
PROPERTY AND EQUIPMENT		
Furniture and equipment	300,599	300,599
Vehicles	213,670	213,670
Leasehold improvements	652,425	652,425
	<u>1,166,694</u>	<u>1,166,694</u>
Accumulated depreciation	<u>(753,111)</u>	<u>(727,607)</u>
	<u>413,583</u>	<u>439,087</u>
INTANGIBLE ASSETS		
Trademarks, net of accumulated amortization of \$3,565 (2020) and \$3,197 (2019)	<u>1,960</u>	<u>2,328</u>
OTHER ASSETS		
	<u>30,740</u>	<u>30,740</u>
TOTAL ASSETS	<u>\$ 2,684,527</u>	<u>\$ 2,642,104</u>
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES		
Line of credit	\$ 68,387	\$ 119,451
Accounts payable	46,243	71,593
Accrued expenses	38,790	38,204
Regional advertising fund escrow	186,508	424,299
Franchise contract deferred income	230,086	222,848
TOTAL CURRENT LIABILITIES	<u>570,014</u>	<u>876,395</u>
LONG TERM LIABILITIES		
Franchise contract deferred income, less current portion	498,306	596,671
Notes payable	150,000	-
TOTAL LONG TERM LIABILITIES	<u>648,306</u>	<u>596,671</u>
MEMBERS' EQUITY		
	<u>1,466,207</u>	<u>1,169,038</u>
TOTAL LIABILITIES AND MEMBERS' EQUITY	<u>\$ 2,684,527</u>	<u>\$ 2,642,104</u>

See accompanying notes.

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**

**CONSOLIDATED STATEMENTS OF INCOME AND MEMBERS' EQUITY
YEARS ENDED DECEMBER 31, 2020 AND 2019**

	<u>2020</u>	<u>2019</u>
NET REVENUE	\$ 3,195,084	\$ 3,635,563
EXPENSES		
Service expenses, Power of Love, LLC	122,744	169,116
Selling	272,939	257,965
General and administrative	1,058,245	1,181,785
	<u>1,453,928</u>	<u>1,608,866</u>
INCOME FROM OPERATIONS	<u>1,741,156</u>	<u>2,026,697</u>
OTHER INCOME (EXPENSE)		
Other income	35,491	-
Paycheck Protection Program Loan forgiveness	109,522	-
Economic Injury Disaster Loan grant	10,000	-
Interest income	142	214
Interest expense	(5,552)	(9,483)
TOTAL OTHER INCOME (EXPENSE)	<u>149,603</u>	<u>(9,269)</u>
NET INCOME	1,890,759	2,017,428
MEMBERS' EQUITY		
AT BEGINNING OF YEAR	1,169,038	237,307
Members' distributions	<u>(1,593,590)</u>	<u>(1,085,697)</u>
MEMBERS' EQUITY AT END OF YEAR	<u>\$ 1,466,207</u>	<u>\$ 1,169,038</u>

See accompanying notes.

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**

**CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2020 AND 2019**

	<u>2020</u>	<u>2019</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ 1,890,759	\$ 2,017,428
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation and amortization	25,872	30,058
Increase in		
Accounts receivable	(89,245)	(27,073)
Due from affiliates	19,830	(2,166)
Increase (decrease) in		
Accounts payable	(25,350)	(5,904)
Accrued expenses	586	(94,560)
Regional advertising fund escrow	(237,791)	424,299
Franchise contract deferred income	(91,127)	(324,653)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>1,493,534</u>	<u>2,017,429</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayments on line of credit, net	(51,064)	(91,460)
Borrowings on long-term debt	150,000	-
Members' distributions	(1,593,590)	(1,085,697)
NET CASH USED BY FINANCING ACTIVITIES	<u>(1,494,654)</u>	<u>(1,177,157)</u>
NET INCREASE (DECREASE) IN CASH	(1,120)	840,272
CASH AT BEGINNING OF YEAR	<u>1,905,880</u>	<u>1,065,608</u>
CASH AT END OF YEAR	<u>\$ 1,904,760</u>	<u>\$ 1,905,880</u>
SUPPLEMENTAL DISCLOSURES		
Interest paid	\$ 2,485	\$ 9,483

See accompanying notes.

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2020 AND 2019

NOTE A - NATURE OF BUSINESS

Seniors Helping Seniors, LLC

Seniors Helping Seniors, LLC is a Delaware limited liability company. The Company owns a proprietary system for the operation of a Seniors Helping Seniors franchise providing personal services to senior citizens, such as in-home elderly care, home assistance, companion care, transportation, homemaking and maintenance and repair, under the service mark Seniors Helping Seniors.

Power of Love for Seniors, LLC

Power of Love for Seniors, LLC was organized in November 2014 as a Delaware limited liability company, and is a wholly owned subsidiary of Seniors Helping Seniors, LLC. The Company's purpose is to improve the dignity and quality of life of senior citizens in the community by finding ways for seniors to help each other.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation and Consolidation Policy

The financial statements of the Company have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (GAAP).

The accompanying consolidated financial statements include the accounts of Seniors Helping Seniors, LLC and its wholly owned subsidiary, Power of Love for Seniors, LLC, collectively referred to as the "Company." Intercompany accounts and transactions have been eliminated in the consolidation.

Cash and Cash Equivalents

The statements of cash flows classify changes in cash and cash equivalents. Cash and cash equivalents include all cash balances and highly liquid investments with an original maturity of three months or less. The Company places its cash and cash equivalents with a high credit financial institution.

Allowance for Doubtful Accounts

Trade accounts receivable are stated net of an allowance for doubtful accounts. The Company estimates the allowance based on its historical collection experience. The allowance for doubtful accounts was \$10,000 at December 31, 2020 and 2019.

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2020 AND 2019

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment

Property and equipment are stated at cost. Depreciation is computed on an accelerated method using the following estimated useful lives:

	<u>Years</u>
Furniture and equipment	5-7
Vehicles	5
Leasehold improvements	15-39

Property and equipment are defined by the Company as those assets costing more than \$5,000.

Intangible Assets

Intangible assets represent trademarks. The Company provides for amortization on the straight-line method over 15 years for trademarks.

Treatment of Paycheck Protection Program (PPP) Loan

The Company has elected to apply the FASB ASC 958-605 conditional contribution model to account for the PPP loan. Under this model, conditional contributions received are accounted for as a liability, until the barriers to entitlement are overcome, at which point the transaction is recognized as revenue.

Revenue Recognition

Royalty Income

The principal source of revenues from franchising is ongoing royalty fees, which are typically a percentage of gross franchisee revenues. The Company recognizes royalty fee revenues as and when the underlying sales occur.

Franchise Sales

The Company receives non-refundable initial franchise fees, which are recognized as it satisfies the performance obligations of the franchise agreement. The revenues from franchise sales will be segregated based upon the specific performance obligation and recognized either at a point in time or over the length of the franchise agreement.

Franchise Service Revenue – Power of Love for Seniors, LLC

The Company provides services to senior citizens, such as in-home elderly care, home assistance, companion care, transportation, homemaking and maintenance and repair. The Company recognizes service revenues as and when the services are provided.

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2020 AND 2019

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Advertising Costs

The Company expenses advertising costs as they are incurred. Total advertising costs for the years ended December 31, 2020 and 2019, were \$108,106 and \$113,850, respectively.

Income Taxes

Seniors Helping Seniors, LLC has chosen to be treated as a partnership for federal and state income tax purposes. A partnership is not a taxpaying entity for federal or state income tax purposes. Accordingly, no income tax expense has been recorded in the financial statements. All income or loss will be reported on the individual member's income tax returns.

Power of Love for Seniors, LLC has chosen to be treated as a single member limited liability corporation, a disregarded entity for tax purposes.

The income allocable to each member is subject to examination by federal and state taxing authorities. In the event of an examination of the income tax returns, the tax liability of the members could be changed if an adjustment in the income is ultimately determined by the taxing authorities.

Certain transactions of the Company may be subject to accounting methods for federal income tax purposes that differ significantly from the accounting methods used in preparing the financial statements in accordance with generally accepted accounting principles. Accordingly, the taxable income reported for federal income tax purposes may differ from net income in these financial statements.

Based on the results of management's evaluation, the accounting for the Company's tax positions did not have a material effect on the Company's financial statements. Further, no significant interest or penalties have been accrued or charged to expense for the years ended December 31, 2020 and 2019.

The Company's income tax returns are subject to examination by taxing authorities for a period of three years from the date the tax returns were filed.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Date of Management's Review

Management has evaluated subsequent events through February 25, 2021, the date which the financial statements were available to be issued.

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2020 AND 2019

NOTE C - RELATED-PARTY TRANSACTIONS

The Company leases office space from members under an annual lease. Annual lease payments were \$174,000 in 2020 and \$120,000 in 2019.

The Company is also related to Seniors Helping Seniors, a not-for-profit corporation, through common management.

NOTE D - CONCENTRATION OF CREDIT RISK

Financial instruments that potentially subject the Company to a concentration of credit risk consist principally of cash. The Company normally deposits its cash with two financial institutions. At December 31, 2020, \$1,595,873 of the Company's cash balances is uninsured.

NOTE E - INTANGIBLE ASSETS

Trademarks are capitalized as intangible assets and amortized over 180 months. Amortization expense related to trademarks is approximately \$368 each year through 2026.

NOTE F - LINE OF CREDIT

In February 2014, the Company acquired a revolving line of credit with a maximum borrowing limit of \$250,000. Borrowings under the line of credit bear interest at a variable rate based on the *Wall Street Journal* prime rate (the "Index"). At December 31, 2020, the Index was 3.3% per annum. Borrowings against the line of credit are secured by the business assets of Seniors Helping Seniors, LLC and a guarantee of the majority members. The outstanding balance was \$68,387, and \$119,451 at December 31, 2020 and 2019, respectively.

NOTE G - REGIONAL ADVERTISING FUND ESCROW

The regional advertising fund was established from the provisions of the franchise agreement. Franchisees' may be required to contribute a percentage of gross sales to a regional cooperative advertising and promotional fund ("Regional Advertising Fund"). Contributions will be used for producing, maintaining, administering and directing consumer advertising. Advertising may consist of print, television, radio, internet or other media for advertisement and promotion. Contributions from franchisees' will be held by the Company until expended for the purposes above. The advertising fund contribution percentage for the year ended December 31, 2020 was 1% of monthly gross sales. The total cash held in escrow as of December 31, 2020 and 2019 was \$186,508 and \$424,299, respectively.

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2020 AND 2019

NOTE H - PAYCHECK PROTECTION PROGRAM LOAN

In April 2020, the Company received Paycheck Protection Program loans from a local bank in the amount of \$109,522. The loan was to be used for payroll, rent, utilities and other costs incurred in the 24-week period following receipt of the funds in accordance with the Paycheck Protection Program established under the Coronavirus Aid, Relief, and Economic Security Act. A significant portion of the loan may be eligible for forgiveness under the program.

The funds have been accounted for under the FASB ASC 958-605 Conditional Contribution model. Although loan forgiveness has not been granted by the Small Business Administration as of December 31, 2020, management determined that the conditions for forgiveness under the loan have been substantially met through December 31, 2020 and therefore recognized \$109,522 as revenue in the accompanying Consolidated Statements of Income and Members' Equity.

Interest accrues on any portion of the loan that is not forgiven at a rate of 1%. Accrued interest is deferred for 10 months after the inception of the loan and repayment terms will be revised after loan forgiveness is approved by the bank and the Small Business Administration.

NOTE I - ECONOMIC INJURY DISASTER LOAN

On April 27, 2020, the Company received a \$10,000 grant from the U.S. Small Business Administration. The Company recognized the grant as other income during the year ended December 31, 2020.

On June 11, 2020, the Company received \$150,000 in loan funding from the U.S. Small Business Administration ("SBA") under the Economic Injury Disaster Loan ("EIDL") program administered by the SBA. The EIDL is evidenced by a promissory note ("Note"), dated June 9, 2020 for the original principal amount of \$150,000 with the SBA. Under the terms of the Note, interest accrues on the outstanding principal at the rate of 3.75% per annum. The term of the Note is thirty years, though it may become payable sooner upon an event of default under the Note. The Company will be obligated to make equal monthly payments of \$731 including principal and interest beginning on June 9, 2021 through the maturity date of June 9, 2050. The Note may be prepaid in part or in full, at any time, without penalty.

<u>Year Ending</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2021	\$ -	\$ 5,117	\$ 5,117
2022	-	8,772	8,772
2023	2,867	5,905	8,772
2024	3,311	5,461	8,772
2025	3,437	5,335	8,772
Thereafter	<u>140,385</u>	<u>73,798</u>	<u>214,183</u>
	<u>\$ 150,000</u>	<u>\$ 104,388</u>	<u>\$ 254,388</u>

SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2020 AND 2019

NOTE J - CONTINGENCIES

The Company is involved in legal actions arising in the ordinary course of business. In the opinion of management, the Company has adequate legal defenses or insurance coverage with respect to each of these actions and does not believe that they will materially affect the Company's results of operations or financial position.

NOTE K - REVENUE RECOGNITION OF FRANCHISE AGREEMENTS

Performance Obligations and Significant Judgments

Revenue is recognized when obligations under the terms of a contract with the customer are satisfied; generally, this occurs with the transfer of control of products or services. The Company satisfies performance obligations either over time or at a point in time as discussed in further detail below. Revenue is measured as the amount of consideration expected to be received in exchange for transferring goods or providing services.

Under the franchise agreement, franchisees are granted the right to operate using the Company's system and branding which in most cases is for a period of 10 years. The franchisees pay an initial fee to purchase a franchise and then subsequently pay royalties to the Company based upon a set percentage of the sales of the franchisee.

The disaggregation of the timing of recognizing revenue for the year ended December 31, 2020 is as follows:

	<u>Products and Services Transferred:</u>	
	<u>Point in Time</u>	<u>Over Time</u>
Initial franchise fee amortization	\$ -	\$ 362,386
Franchise renewal fee amortization	-	12,000
Royalties and other franchise fees	2,559,149	-
Franchise service revenue	261,549	-
	<u>\$ 2,820,698</u>	<u>\$ 374,386</u>

The disaggregation of the timing of recognizing revenue for the year ended December 31, 2019 is as follows:

	<u>Products and Services Transferred:</u>	
	<u>Point in Time</u>	<u>Over Time</u>
Initial franchise fee amortization	\$ -	\$ 573,812
Franchise renewal fee amortization	-	7,200
Royalties and other franchise fees	2,690,833	-
Franchise service revenue	363,718	-
	<u>\$ 3,054,551</u>	<u>\$ 581,012</u>

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2020 AND 2019

NOTE K - REVENUE RECOGNITION OF FRANCHISE AGREEMENTS (Continued)

Contract Assets and Liabilities

Contract assets arise when the Company recognizes revenue for amounts that cannot be billed under the terms of the contract with the customer. The Company does not have any material contract assets as of December 31, 2020 and 2019. Contract liabilities arise when the Company receives payments from customers in advance of recognizing revenue. The Company has contract liabilities as of December 31, 2020 and 2019 in the amounts of \$728,392 and \$819,519, respectively, and are included under the balance sheet caption "franchise contract deferred income" as detailed below.

	<u>2020</u>	<u>2019</u>
Franchise contract deferred income		
Current portion	\$ 230,086	\$ 222,848
Long-term portion	<u>498,306</u>	<u>596,671</u>
	<u>\$ 728,392</u>	<u>\$ 819,519</u>

NOTE L - RISKS AND UNCERTAINTIES

On March 11, 2020, the World Health Organization declared the novel coronavirus ("COVID-19") outbreak a pandemic which has impacted the global economy. The Company's revenues have been stable to date. However, the COVID-19 pandemic is still on-going and the duration and extent of the related financial impact on the Company's financial position, future operations and cash flows is uncertain and cannot be reasonably estimated at this time.

SUPPLEMENTARY INFORMATION

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**

**CONSOLIDATED SCHEDULES OF NET REVENUES
YEARS ENDED DECEMBER 31, 2020 AND 2019**

	<u>2020</u>	<u>2019</u>
FRANCHISE SALES		
Gross franchise sales	\$ 362,386	\$ 573,812
Franchise renewal fees	12,000	7,200
NET FRANCHISE SALES	<u>374,386</u>	<u>581,012</u>
ROYALTY INCOME		
Gross royalty income	<u>2,559,149</u>	<u>2,690,833</u>
NET ROYALTY INCOME	<u>2,559,149</u>	<u>2,690,833</u>
FRANCHISE SERVICE REVENUE		
Power of Love for Seniors, LLC service revenues	<u>261,549</u>	<u>363,718</u>
TOTAL FRANCHISE SERVICE REVENUE	<u>261,549</u>	<u>363,718</u>
TOTAL NET REVENUES	<u>\$ 3,195,084</u>	<u>\$ 3,635,563</u>

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**
CONSOLIDATED SCHEDULES
YEARS ENDED DECEMBER 31, 2020 AND 2019

	<u>2020</u>	<u>2019</u>
SERVICE EXPENSES, POWER OF LOVE, LLC		
Salaries	\$ 111,315	\$ 152,377
Payroll taxes	11,429	16,739
	<u>\$ 122,744</u>	<u>\$ 169,116</u>
SELLING EXPENSES		
Advertising	\$ 108,106	\$ 113,850
Selling expenses	97,504	59,101
Trade shows and conventions	554	7,228
Travel and entertainment	41,308	56,192
Website	25,467	21,594
	<u>\$ 272,939</u>	<u>\$ 257,965</u>
GENERAL AND ADMINISTRATIVE EXPENSES		
Automobile	\$ 7,723	\$ 6,031
Bad debts	3,033	-
Charitable contributions	21,830	-
Computer	25,928	39,915
Depreciation and amortization	25,872	30,058
Dues and subscriptions	3,944	7,828
Insurance	80,279	83,576
Licenses and permits	5,592	9,845
Meals and entertainment	25,567	24,089
Office	26,992	8,619
Payroll taxes	28,703	24,618
Postage	2,166	4,629
Professional fees	100,913	280,231
Rent	174,000	120,000
Repairs and maintenance	57,791	22,064
Salaries and other compensation	433,900	482,783
State and local taxes, not based on income	6,260	4,264
Telephone and utilities	27,752	33,235
	<u>\$ 1,058,245</u>	<u>\$ 1,181,785</u>

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**

**CONSOLIDATED FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

Years Ended December 31, 2021 and 2020

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**
TABLE OF CONTENTS
YEARS ENDED DECEMBER 31, 2021 AND 2020

	Page
Independent Auditors' Report	1
Financial Statements	
Consolidated Balance Sheets	4
Consolidated Statements of Income and Members' Equity	5
Consolidated Statements of Cash Flows	6
Notes to Consolidated Financial Statements	7
Supplementary Information	
Consolidated Schedules of Net Revenues	14
Consolidated Schedules of Service Expenses, Power of Love LLC	15
Consolidated Schedules of Selling Expenses	15
Consolidated Schedules of General and Administrative Expenses	15

Independent Auditors' Report

To the Board of Directors
Seniors Helping Seniors, LLC
Reading, Pennsylvania

Report on the Audit of the Consolidated Financial Statements

Opinion

We have audited the consolidated financial statements of Seniors Helping Seniors, LLC and its subsidiary, which comprise the consolidated balance sheets as of December 31, 2021 and 2020, and the related consolidated statements of income and members' equity and cash flows for the years then ended and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of Seniors Helping Seniors, LLC and its subsidiary as of December 31, 2021 and 2020, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Seniors Helping Seniors, LLC, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Seniors Helping Seniors, LLC's ability to continue as a going concern for one year after the date that the consolidated financial statements are issued.

To the Board of Directors
Seniors Helping Seniors, LLC
Reading, Pennsylvania

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Seniors Helping Seniors, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Seniors Helping Seniors, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Information

Management is responsible for the other information included in the Franchise Disclosure Document. The other information comprises the information for prospective franchisee with information about the franchisor and does include the consolidated financial statements and our auditors' report thereon. Our opinion on the consolidated financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon.

To the Board of Directors
Seniors Helping Seniors, LLC
Reading, Pennsylvania

In connection with our audit of the consolidated financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the consolidated financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidated schedules of net revenues, consolidated schedules of service expenses, Power of Love, LLC, consolidated schedules of selling expenses and consolidated schedules of general and administrative expenses are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Maille LLP

Limerick, Pennsylvania
March 3, 2022

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**

**CONSOLIDATED BALANCE SHEETS
DECEMBER 31, 2021 AND 2020**

	<u>2021</u>	<u>2020</u>
ASSETS		
CURRENT ASSETS		
Cash	\$ 2,393,533	\$ 1,904,760
Accounts receivable, net of allowance for doubtful accounts \$10,000 (2021 and 2020)	342,378	333,484
TOTAL CURRENT ASSETS	<u>2,735,911</u>	<u>2,238,244</u>
PROPERTY AND EQUIPMENT		
Furniture and equipment	300,599	300,599
Vehicles	36,633	213,670
Leasehold improvements	652,425	652,425
	<u>989,657</u>	<u>1,166,694</u>
Accumulated depreciation	(668,563)	(753,111)
	<u>321,094</u>	<u>413,583</u>
FRANCHISE BROKERAGE COMMISSIONS DEFERRED	<u>1,038,500</u>	<u>-</u>
INTANGIBLE ASSETS		
Trademarks, net of accumulated amortization of \$3,933 (2021) and \$3,565 (2020)	<u>1,592</u>	<u>1,960</u>
OTHER ASSETS	<u>30,740</u>	<u>30,740</u>
TOTAL ASSETS	<u>\$ 4,127,837</u>	<u>\$ 2,684,527</u>
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES		
Line of credit	\$ -	\$ 68,387
Accounts payable	190,645	46,243
Accrued expenses	34,622	38,790
Regional advertising fund escrow	434,211	186,508
Franchise contract deferred income	475,501	230,086
TOTAL CURRENT LIABILITIES	<u>1,134,979</u>	<u>570,014</u>
LONG TERM LIABILITIES		
Franchise contract deferred income, less current portion	1,121,876	498,306
Notes payable	150,000	150,000
TOTAL LONG TERM LIABILITIES	<u>1,271,876</u>	<u>648,306</u>
MEMBERS' EQUITY	<u>1,720,982</u>	<u>1,466,207</u>
TOTAL LIABILITIES AND MEMBERS' EQUITY	<u>\$ 4,127,837</u>	<u>\$ 2,684,527</u>

See accompanying notes.

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**

**CONSOLIDATED STATEMENTS OF INCOME AND MEMBERS' EQUITY
YEARS ENDED DECEMBER 31, 2021 AND 2020**

	<u>2021</u>	<u>2020</u>
NET REVENUE	\$ <u>3,913,076</u>	\$ <u>3,195,084</u>
EXPENSES		
Service expenses, Power of Love, LLC	121,976	122,744
Selling	380,596	272,939
General and administrative	<u>1,183,188</u>	<u>1,058,245</u>
	<u>1,685,760</u>	<u>1,453,928</u>
INCOME FROM OPERATIONS	<u>2,227,316</u>	<u>1,741,156</u>
OTHER INCOME (EXPENSE)		
Other income	17,642	35,491
Paycheck Protection Program Loan forgiveness	23,318	109,522
Economic Injury Disaster Loan grant	-	10,000
Interest income	78	142
Interest expense	<u>(7,039)</u>	<u>(5,552)</u>
TOTAL OTHER INCOME	<u>33,999</u>	<u>149,603</u>
NET INCOME	2,261,315	1,890,759
MEMBERS' EQUITY		
AT BEGINNING OF YEAR	1,466,207	1,169,038
Members' distributions	<u>(2,006,540)</u>	<u>(1,593,590)</u>
MEMBERS' EQUITY AT END OF YEAR	<u>\$ 1,720,982</u>	<u>\$ 1,466,207</u>

See accompanying notes.

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**

**CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2021 AND 2020**

	<u>2021</u>	<u>2020</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ 2,261,315	\$ 1,890,759
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation and amortization	22,946	25,872
Amortization of deferred brokerage commissions	186,500	-
(Increase) decrease in		
Accounts receivable	(8,894)	(89,245)
Due from affiliates	-	19,830
Franchise brokerage commissions deferred	(1,225,000)	-
Increase (decrease) in		
Accounts payable	144,402	(25,350)
Accrued expenses	(4,168)	586
Regional advertising fund escrow	247,703	(237,791)
Franchise contract deferred income	868,985	(91,127)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>2,493,789</u>	<u>1,493,534</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayments on line of credit	(68,387)	(51,064)
Borrowings on long-term debt	-	150,000
Members' distributions	<u>(1,936,629)</u>	<u>(1,593,590)</u>
NET CASH USED BY FINANCING ACTIVITIES	<u>(2,005,016)</u>	<u>(1,494,654)</u>
NET INCREASE (DECREASE) IN CASH	488,773	(1,120)
CASH AT BEGINNING OF YEAR	<u>1,904,760</u>	<u>1,905,880</u>
CASH AT END OF YEAR	<u>\$ 2,393,533</u>	<u>\$ 1,904,760</u>
SUPPLEMENTAL DISCLOSURES		
Interest paid	\$ 1,098	\$ 2,485
Noncash investing activities		
Property distribution	\$ 69,911	\$ -

See accompanying notes.

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE A - NATURE OF BUSINESS

Seniors Helping Seniors, LLC

Seniors Helping Seniors, LLC is a Delaware limited liability company. The Company owns a proprietary system for the operation of a Seniors Helping Seniors franchise providing personal services to senior citizens, such as in-home elderly care, home assistance, companion care, transportation, homemaking and maintenance and repair, under the service mark Seniors Helping Seniors.

Power of Love for Seniors, LLC

Power of Love for Seniors, LLC was organized in November 2014 as a Delaware limited liability company and is a wholly owned subsidiary of Seniors Helping Seniors, LLC. The Company's purpose is to improve the dignity and quality of life of senior citizens in the community by finding ways for seniors to help each other.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation and Consolidation Policy

The consolidated financial statements of the Company have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (GAAP).

The accompanying consolidated financial statements include the accounts of Seniors Helping Seniors, LLC and its wholly owned subsidiary, Power of Love for Seniors, LLC, collectively referred to as the "Company." Intercompany accounts and transactions have been eliminated in the consolidation.

Cash and Cash Equivalents

The statements of cash flows classify changes in cash and cash equivalents. Cash and cash equivalents include all cash balances and highly liquid investments with an original maturity of three months or less. The Company places its cash and cash equivalents with a high credit financial institution.

Allowance for Doubtful Accounts

Trade accounts receivable are stated net of an allowance for doubtful accounts. The Company estimates the allowance based on its historical collection experience. The allowance for doubtful accounts was \$10,000 at December 31, 2021 and 2020.

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment

Property and equipment are stated at cost. Depreciation is computed on an accelerated method using the following estimated useful lives:

	<u>Years</u>
Furniture and equipment	5-7
Vehicles	5
Leasehold improvements	15-39

Property and equipment are defined by the Company as those assets costing more than \$5,000.

Intangible Assets

Intangible assets represent trademarks. The Company provides for amortization on the straight-line method over 15 years for trademarks.

Treatment of Paycheck Protection Program (PPP) Loan

The Company has elected to apply the FASB ASC 958-605 conditional contribution model to account for the PPP loan. Under this model, conditional contributions received are accounted for as a liability, until the barriers to entitlement are overcome, at which point the transaction is recognized as revenue.

Revenue Recognition

Royalty Income

The principal source of revenues from franchising is ongoing royalty fees, which are typically a percentage of gross franchisee revenues. The Company recognizes royalty fee revenues as and when the underlying sales occur.

Franchise Sales

The Company receives non-refundable initial franchise fees, which are recognized as it satisfies the performance obligations of the franchise agreement. The revenues from franchise sales will be segregated based upon the specific performance obligation and recognized either at a point in time or over the length of the franchise agreement.

Franchise Service Revenue – Power of Love for Seniors, LLC

The Company provides services to senior citizens, such as in-home elderly care, home assistance, companion care, transportation, homemaking and maintenance and repair. The Company recognizes service revenues as and when the services are provided.

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Advertising Costs

The Company expenses advertising costs as they are incurred. Total advertising costs for the years ended December 31, 2021 and 2020, were \$93,364 and \$108,106, respectively.

Income Taxes

Seniors Helping Seniors, LLC has chosen to be treated as a partnership for federal and state income tax purposes. A partnership is not a taxpaying entity for federal or state income tax purposes. Accordingly, no income tax expense has been recorded in the financial statements. All income or loss will be reported on the individual member's income tax returns.

Power of Love for Seniors, LLC has chosen to be treated as a single member limited liability corporation, a disregarded entity for tax purposes.

The income allocable to each member is subject to examination by federal and state taxing authorities. In the event of an examination of the income tax returns, the tax liability of the members could be changed if an adjustment in the income is ultimately determined by the taxing authorities.

Certain transactions of the Company may be subject to accounting methods for federal income tax purposes that differ significantly from the accounting methods used in preparing the financial statements in accordance with generally accepted accounting principles. Accordingly, the taxable income reported for federal income tax purposes may differ from net income in these financial statements.

Based on the results of management's evaluation, the accounting for the Company's tax positions did not have a material effect on the Company's financial statements. Further, no significant interest or penalties have been accrued or charged to expense for the years ended December 31, 2021 and 2020.

The Company's income tax returns are subject to examination by taxing authorities for a period of three years from the date the tax returns were filed.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Date of Management's Review

Management has evaluated subsequent events through March 3, 2022, the date which the financial statements were available to be issued.

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE C - RELATED-PARTY TRANSACTIONS

The Company leases office space from members under an annual lease. Annual lease payments were \$254,000 in 2021 and \$174,000 in 2020.

NOTE D - CONCENTRATION OF CREDIT RISK

Financial instruments that potentially subject the Company to a concentration of credit risk consist principally of cash. The Company normally deposits its cash with two financial institutions. At December 31, 2021, \$1,864,407 of the Company's cash balances is uninsured.

NOTE E - INTANGIBLE ASSETS

Trademarks are capitalized as intangible assets and amortized over 180 months. Amortization expense related to trademarks is approximately \$368 each year through 2026.

NOTE F - LINE OF CREDIT

In February 2014, the Company acquired a revolving line of credit with a maximum borrowing limit of \$250,000. Borrowings under the line of credit bear interest at a variable rate based on the *Wall Street Journal* prime rate (the "Index"). At December 31, 2021, the Index was 3.29% per annum. Borrowings against the line of credit are secured by the business assets of Seniors Helping Seniors, LLC and a guarantee of the majority members. The outstanding balance was \$0, and \$68,387 at December 31, 2021 and 2020, respectively.

NOTE G - REGIONAL ADVERTISING FUND ESCROW

The regional advertising fund was established from the provisions of the franchise agreement. Franchisees' may be required to contribute a percentage of gross sales to a regional cooperative advertising and promotional fund ("Regional Advertising Fund"). Contributions will be used for producing, maintaining, administering, and directing consumer advertising. Advertising may consist of print, television, radio, internet or other media for advertisement and promotion. Contributions from franchisees' will be held by the Company until expended for the purposes above. The advertising fund contribution percentage for the year ended December 31, 2021 was 1% of monthly gross sales. The total cash held in escrow as of December 31, 2021 and 2020 was \$434,211 and \$186,508, respectively.

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE H - PAYCHECK PROTECTION PROGRAM LOAN

In April 2020, the Company received Paycheck Protection Program loans from a local bank in the amount of \$109,522. The loan was to be used for payroll, rent, utilities and other costs incurred in the 24-week period following receipt of the funds in accordance with the Paycheck Protection Program established under the Coronavirus Aid, Relief, and Economic Security Act. Although loan forgiveness has not been granted by the Small Business Administration as of December 31, 2020, management determined that the conditions for forgiveness under the loan have been substantially met through December 31, 2020 and therefore recognized \$109,522 as other income in the accompanying Consolidated Statements of Income and Members' Equity during the year ended December 31, 2020. The loans were subsequently forgiven in 2021.

In February 2021, the Company received a Paycheck Protection Program loan from a local bank in the amount of \$23,318. The loan was to be used for payroll, rent, utilities and other costs incurred in the 24-week period following receipt of the funds in accordance with the Paycheck Protection Program established under the Coronavirus Aid, Relief, and Economic Security Act. Although loan forgiveness has not been granted by the Small Business Administration as of December 31, 2021, management determined that the conditions for forgiveness under the loan have been substantially met through December 31, 2021 and therefore recognized \$23,318 as other income in the accompanying Consolidated Statements of Income and Members' Equity during the year ended December 31, 2021. The loan was subsequently forgiven in January 2022.

The funds have been accounted for under the FASB ASC 958-605 Conditional Contribution model. Interest accrues on any portion of the loan that is not forgiven at a rate of 1%. Accrued interest is deferred for 10 months after the inception of the loan and repayment terms will be revised after loan forgiveness is approved by the bank and the Small Business Administration.

NOTE I - ECONOMIC INJURY DISASTER LOAN

On April 27, 2020, the Company received a \$10,000 grant from the U.S. Small Business Administration. The Company recognized the grant as other income during the year ended December 31, 2020.

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE I - ECONOMIC INJURY DISASTER LOAN (continued)

On June 11, 2020, the Company received \$150,000 in loan funding from the U.S. Small Business Administration (“SBA”) under the Economic Injury Disaster Loan (“EIDL”) program administered by the SBA. The EIDL is evidenced by a promissory note (“Note”), dated June 9, 2020 for the original principal amount of \$150,000 with the SBA. Under the terms of the Note, interest accrues on the outstanding principal at the rate of 3.75% per annum. The term of the Note is thirty years, though it may become payable sooner upon an event of default under the Note. The Company will be obligated to make equal monthly payments of principal and interest beginning on June 9, 2022 through the maturity date of June 9, 2050. The Note may be prepaid in part or in full, at any time, without penalty.

<u>Year Ending</u>	<u>Principal</u>
2023	\$ 2,837
2024	2,945
2025	3,058
2026	3,174
Thereafter	<u>137,986</u>
	<u>\$ 150,000</u>

NOTE J - CONTINGENCIES

The Company is involved in legal actions arising in the ordinary course of business. In the opinion of management, the Company has adequate legal defenses or insurance coverage with respect to each of these actions and does not believe that they will materially affect the Company’s results of operations or financial position.

NOTE K - REVENUE RECOGNITION OF FRANCHISE AGREEMENTS

Performance Obligations and Significant Judgments

Revenue is recognized when obligations under the terms of a contract with the customer are satisfied; generally, this occurs with the transfer of control of products or services. The Company satisfies performance obligations either over time or at a point in time as discussed in further detail below. Revenue is measured as the amount of consideration expected to be received in exchange for transferring goods or providing services.

Under the franchise agreement, franchisees are granted the right to operate using the Company’s system and branding which in most cases is for a period of 10 years. The franchisees pay an initial fee to purchase a franchise and then subsequently pay royalties to the Company based upon a set percentage of the sales of the franchisee.

SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE K - REVENUE RECOGNITION OF FRANCHISE AGREEMENTS (Continued)

The disaggregation of the timing of recognizing revenue for the year ended December 31, 2021 is as follows:

	<u>Products and Services Transferred:</u>	
	<u>Point in Time</u>	<u>Over Time</u>
Initial franchise fee amortization	\$ -	\$ 819,116
Franchise renewal fee amortization	-	19,500
Royalties and other franchise fees	2,822,405	-
Franchise service revenue	252,055	-
	<u>\$ 3,074,460</u>	<u>\$ 838,616</u>

The disaggregation of the timing of recognizing revenue for the year ended December 31, 2020 is as follows:

	<u>Products and Services Transferred:</u>	
	<u>Point in Time</u>	<u>Over Time</u>
Initial franchise fee amortization	\$ -	\$ 362,386
Franchise renewal fee amortization	-	12,000
Royalties and other franchise fees	2,559,149	-
Franchise service revenue	261,549	-
	<u>\$ 2,820,698</u>	<u>\$ 374,386</u>

Contract Assets and Liabilities

Contract assets arise when the Company recognizes expenses for amounts that used to obtain of fulfill a contract with a customer. The Company's contract assets relate to the commission costs incurred for obtaining new franchise contracts and are recognized on a straight line basis over the life of the contracts. The Company has contract assets as of December 31, 2021 and 2020 in the amounts of \$1,038,500 and \$0, respectively and are included under the balance caption "Franchise Brokerage Commissions Deferred". The Company recognized \$186,500 of franchise broker commission costs during the year ended December 31, 2021.

Contract liabilities arise when the Company receives payments from customers in advance of recognizing revenue. The Company has contract liabilities as of December 31, 2021 and 2020 in the amounts of \$1,597,377 and \$728,392, respectively, and are included under the balance sheet caption "franchise contract deferred income" as detailed below.

	<u>2021</u>	<u>2020</u>
Franchise contract deferred income		
Current portion	\$ 475,501	\$ 230,086
Long-term portion	1,121,876	498,306
	<u>\$ 1,597,377</u>	<u>\$ 728,392</u>

SUPPLEMENTARY INFORMATION

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**

**CONSOLIDATED SCHEDULES OF NET REVENUES
YEARS ENDED DECEMBER 31, 2021 AND 2020**

	<u>2021</u>	<u>2020</u>
FRANCHISE SALES		
Gross franchise sales	\$ 819,116	\$ 362,386
Franchise renewal fees	19,500	12,000
NET FRANCHISE SALES	<u>838,616</u>	<u>374,386</u>
ROYALTY INCOME		
Gross royalty income	2,822,405	2,559,149
NET ROYALTY INCOME	<u>2,822,405</u>	<u>2,559,149</u>
FRANCHISE SERVICE REVENUE		
Power of Love for Seniors, LLC service revenues	252,055	261,549
TOTAL FRANCHISE SERVICE REVENUE	<u>252,055</u>	<u>261,549</u>
TOTAL NET REVENUES	<u>\$ 3,913,076</u>	<u>\$ 3,195,084</u>

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**

CONSOLIDATED SCHEDULES
YEARS ENDED DECEMBER 31, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
SERVICE EXPENSES, POWER OF LOVE, LLC		
Salaries	\$ 111,021	\$ 111,315
Payroll taxes	<u>10,955</u>	<u>11,429</u>
	<u>\$ 121,976</u>	<u>\$ 122,744</u>
SELLING EXPENSES		
Advertising	\$ 93,364	\$ 108,106
Selling expenses	255,100	97,504
Trade shows and conventions	8,650	554
Travel and entertainment	577	41,308
Website	<u>22,905</u>	<u>25,467</u>
	<u>\$ 380,596</u>	<u>\$ 272,939</u>
GENERAL AND ADMINISTRATIVE EXPENSES		
Automobile	\$ 6,736	\$ 7,723
Bad debts	11,450	3,033
Bank fees	103	143
Charitable contributions	-	21,830
Computer	20,814	25,928
Depreciation and amortization	22,946	25,872
Dues and subscriptions	3,553	3,944
Insurance	80,885	80,279
Licenses and permits	2,749	5,592
Meals and entertainment	32,592	25,567
Office	24,291	26,849
Payroll taxes	28,706	28,703
Postage	1,506	2,166
Professional fees	160,390	100,913
Rent	254,000	174,000
Repairs and maintenance	45,366	57,791
Salaries and other compensation	447,599	433,900
State and local taxes, not based on income	11,038	6,260
Telephone and utilities	<u>28,464</u>	<u>27,752</u>
	<u>\$ 1,183,188</u>	<u>\$ 1,058,245</u>

EXHIBIT ‘H’
FRANCHISEE DISCLOSURE QUESTIONNAIRE

FRANCHISEE DISCLOSURE QUESTIONNAIRE
Seniors Helping Seniors, LLC

As you know SENIORS HELPING SENIORS, LLC (“we” or “us”), and you are preparing to enter into a Franchise Agreement for the operation of a *Seniors Helping Seniors* franchise. The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, to be certain that you have been properly represented in this transaction, and to be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. **You cannot sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document but you must sign and date it the same day you sign the Franchise Agreement and pay your franchise fee.** Please review each of the following questions carefully and provide honest responses to each question. If you answer “No” to any of the questions below, please explain your answer on the back of this sheet.

- Yes ___ No___ 1. Have you received and personally reviewed the Franchise Agreement and each exhibit or schedule attached to it?
- Yes ___ No___ 2. Have you received and personally reviewed the Franchise Disclosure Document we provided?
- Yes ___ No___ 3. Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?
- Yes ___ No___ 4. Do you understand all the information contained in the Franchise Disclosure Document and Franchise Agreement?
- Yes ___ No___ 5. Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor?
- Yes ___ No___ 6. Have you discussed the benefits and risks of developing and operating a *Seniors Helping Seniors* franchise with an existing *Seniors Helping Seniors* franchisee?
- Yes ___ No___ 7. Do you understand the risks of developing and operating a *Seniors Helping Seniors* franchise?
- Yes ___ No___ 8. Do you understand the success or failure of your franchise will depend in large part upon your skills, abilities and efforts and those of the persons you employ as well as many factors beyond your control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace?
- Yes ___ No___ 9. Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be litigated in Pennsylvania or arbitrated in Pennsylvania, if not resolved informally or by mediation?

- Yes ___ No__ 10 Do you understand that you (and any facility manager employed by you) must satisfactorily complete the initial training course before we will allow your franchised business to open or consent to a transfer?
- Yes ___ No__ 11 Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a Seniors Helping Seniors franchise that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
- Yes ___ No__ 12 Do you agree that no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement, concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
- Yes ___ No__ 13 Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Seniors Helping Seniors franchise will generate, that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
- Yes ___ No__ 14 Do you understand that the Franchise Agreement and exhibits to the Franchise Agreement contain the entire agreement between us and you concerning the franchise for the Seniors Helping Seniors facility, meaning any prior oral or written statements not set out in the Franchise Agreement or the exhibits to the Franchise Agreement will not be binding?

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

Signature of Franchise Applicant

Signature of Franchise Applicant

Name (please print)

Name (please print)

Dated _____

Dated _____

Signature of Franchise Applicant

Signature of Franchise Applicant

Name (please print)

Name (please print)

Dated _____

Dated _____

EXPLANATION OF ANY NEGATIVE RESPONSES [REFER TO QUESTION NUMBER

EXHIBIT I
RECEIPTS

RECEIPT # 1

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Seniors Helping Seniors, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale or grant. New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan, Oregon, Washington and Wisconsin require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Seniors Helping Seniors, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A.

The franchise seller(s) offering this franchise is/are checked off below:

Namrata Yocom Jan, 50 Grandview Boulevard, Wyomissing Hills, PA 19609

Date of Issuance: March 10, 2021, as amended March 16, 2022

Seniors Helping Seniors, LLC's agents to receive service of process are listed in Exhibits "A" and "B" to this disclosure document.

I have received the *Seniors Helping Seniors* Franchise Disclosure Document dated March 16, 2022. This disclosure document included the following Exhibits:

- A. List of State Agencies and Administrators
- B. Franchisor's Agent for Service of Process
- C. Franchise Agreement
- D. Table of Contents of the Confidential Operations Manual
- E. Financial Statements
- F. List of Franchisees
- G. Franchisee Disclosure Questionnaire
- H. Multi-State Addenda
- I. Receipts

Print Name

Date

(Signature) Prospective Franchise Owner

Print Name

Date

(Signature) Witness

(This receipt should be executed in duplicate. Receipt #1 must be signed and remains in the Franchise disclosure document as the prospective franchise owner's copy. Receipt #2 must be signed and returned to Seniors Helping Seniors, LLC.)

RECEIPT # 2

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Seniors Helping Seniors, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale or grant. New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan, Oregon, Washington and Wisconsin require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

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- H. Multi-State Addenda
- I. Receipts

Print Name

Date

(Signature) Prospective Franchise Owner

Print Name

Date

(Signature) Witness

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