

## FRANCHISE DISCLOSURE DOCUMENT

Mobility Plus Systems, LLC  
An Illinois limited liability company  
2815 Forbs Avenue, Suite 107  
Hoffman Estates, Illinois 60192  
(312) 498-6624  
franchise@mobilityplus.com  
www.mobilityplus.com



As a Mobility Plus franchisee, you will operate a business that sells, rents, installs and services stair lifts, scooters, ramps, vertical lifts, scooter lifts and other mobility-related products and services for residential use. You will operate a showroom and a mobile business.

The total investment necessary to begin operation of a Mobility Plus franchise is \$169,000 to \$277,000. This includes \$55,000 to \$115,000 that must be paid to the franchisor or affiliate.

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 an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

We furnish the Disclosure Document electronically via FranConnect. To discuss the criteria needed in order to receive our Disclosure Document before you meet with the Franchisor in person, contact Richard Peter at 2815 Forbs Avenue, Suite 107, Hoffman Estates, IL 60192, phone: 312-498-6624.

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](http://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 25, 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
<b>How much can I earn?</b>	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.
<b>How much will I need to invest?</b>	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.
<b>Does the franchisor have the financial ability to provide support to my business?</b>	Item 21 or Exhibit D includes financial statements. Review these statements carefully.
<b>Is the franchise system stable, growing, or shrinking?</b>	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
<b>Will my business be the only Mobility Plus business in my area?</b>	Item 12 and the “territory” provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
<b>Does the franchisor have a troubled legal history?</b>	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
<b>What’s it like to be a Mobility Plus franchisee?</b>	Item 20 or Exhibit F lists current and former franchisees. You can contact them to ask about their experiences.
<b>What else should I know?</b>	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 litigation only in Illinois. Out-of-state 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 Illinois than in your own state.

Certain states may require other risks to be highlighted. Check the “State Specific Addenda” (if any) to see whether your state requires other risks to be highlighted.

**(THE FOLLOWING APPLIES TO TRANSACTIONS GOVERNED BY  
THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY)**

**The state of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.**

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protection provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

- (i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.
- (ii) The fact that the proposed transferee is a competitor of the franchisor or sub-franchisor.
- (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
- (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

**The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.**

Any questions regarding this notice should be directed to:

State of Michigan Department of Attorney General  
G. Mennen Williams Building, 7th Floor  
525 W. Ottawa Street  
Lansing, Michigan 48909  
Telephone Number: (517) 373 7117

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### **Exhibits**

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Receipt (2 copies)

## **ITEM 1 - THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES**

In this disclosure document, “we”, “us,” or “our” refers to Mobility Plus Systems, LLC. “You” means the person to whom we grant a franchise. If you are a corporation, limited liability company, or other entity, each owner of the franchise entity must also sign the franchise agreement, which means that all of the franchise agreement’s provisions also will apply to your owners.

### About Us

Our name is Mobility Plus Systems, LLC. We are an Illinois limited liability company. We were formed on March 13, 2013. Our principal business address is 2815 Forbs Avenue, Suite 107, Hoffman Estates, Illinois 60192. We do not have any affiliates that offer franchises in any line of business. Our affiliate, Mobility Plus, LLC, sells your inventory to you. We do not have any predecessors. We use the names “Mobility Plus Systems, LLC” and “Mobility Plus”. We do not intend to use any other names to conduct business. Our agent for service of process in Illinois is Richard M. Peter at 2815 Forbs Avenue, Suite 107, Hoffman Estates, Illinois 60192. Our agents for service of process in other states are disclosed in Exhibit A.

We do not operate businesses of the type being franchised. We have offered franchises since 2016. We do not have any other business activities. We have not offered franchises in other lines of business.

Our affiliate, Mobility Plus, LLC operates a business which is similar to the type of business being franchised (in that it markets and sells stair lifts to customers referred by the US Department of Veterans Affairs) from 2008 to present. Mobility Plus, LLC, also operates as the purchaser of inventory from vendors on behalf of franchisees. It is located in Hoffman Estates, Illinois, and has the same business address as us.

We also offer area representative rights to certain individuals and companies, under a separate franchise disclosure document. An Area Representative acts as our representative within a defined geographic area to solicit prospective franchisees and to provide support before, during and after a franchisee begins operations. If your franchise is in an area with an Area Representative, they will assist us in providing certain support functions to you. See Exhibit I for information regarding our Area Representatives.

### The Franchises Offered

If you sign a franchise agreement with us, you will develop and operate a Mobility Plus franchised business focused on the marketing, sale, rental, installation and service of both straight and curved stair lifts, ramps, scooters, and other mobility products and services. You will have a van for visiting potential customers and estimating stair lift installations, plus you will operate a showroom. You are permitted to operate from home without a showroom for up to nine months (however, you may be subject to state or local laws which may require a commercial place of business).

Previously, from 2016 to 2018, we offered franchises under a materially different business model, under which we granted Mobility Plus franchisees the right to market and sell stair lifts,



ramps and other mobility-related products, but not the right to install or service such products. Additionally, those franchisees did not operate a showroom, and they did not receive a territory. We granted 11 franchises under this prior business model, none of which are still operating (not counting franchises granted under the prior model, which converted to the current business model).

If your Mobility Plus business is located near a US Department of Veterans Affairs Medical Center (referred to in this disclosure document as “VA Medical Center”), then we seek to use our affiliate’s relationship with the VA Medical Center to direct referrals to your business. However, we do not guarantee that you will receive any such referrals. For customers referred by a VA Medical Center, the customers make payment to us (or our affiliate), and we remit the payment to you (less the royalty fee and other fees).

The general market for stair lifts, ramps, scooters, and other mobility products and services is highly developed. Our customers are primarily elderly, disabled or handicapped people, including military veterans. Sales are not seasonal.

To our knowledge, there are eight states (Alabama, Connecticut, Georgia, Kentucky, Michigan, Minnesota, Nevada, Oregon, and Washington) where you would need an “elevator license” or similar license to install stair lifts. In some states and jurisdictions, you will need a state license to provide or service home medical equipment such as scooters. To obtain the license (if applicable), you may need to meet certain conditions, such as educational requirements, appropriate business location, proof of insurance, and reporting requirements. You alone are responsible for investigating and complying with all applicable laws and regulations, despite any information that we may give you. Under the Cybersecurity & Infrastructure Security Agency (CISA) Memoranda on COVID-19 critical infrastructure, one of the essential critical infrastructure workforce sectors is the Healthcare and Public Health Sector, under which Mobility Plus businesses fall.

You will compete against other companies that sell, rent, install and service other mobility products. Some competitors manufacture and sell directly to consumers. Some manufacturers work through distributorships and other arrangements. Other competitors may be selling the same brand of mobility products as you.

## **ITEM 2 - BUSINESS EXPERIENCE**

**Richard Peter -- President.** Richard Peter has been our President in Hoffman Estates, IL, since October 2016. Mr. Peter has also been Principal, President, and Founder of Mobility Plus, LLC in Hoffman Estates, IL, since October 2007.

**Robert Landolfi – Director of Operations and VA Relations.** Robert Landolfi has been our Director of Operations and VA Relations in Hoffman Estates, IL since January 2016.

**Michael Peter – Director of Strategy and Compliance.** Michael Peter has been our Director of Strategy and Compliance in Hoffman Estates, IL since March 2021. From January 2011 to Present, Mr. Peter has been President of Peter Consulting Associates in Evanston, IL. From July 2016 to December 2018, Mr. Peter was SAP Security and Controls Consultant for Treehouse Foods in Oak Brook, IL.

**James Spencer Jackson – Franchise Growth Manager.** Spencer Jackson has been our Franchise Growth Manager since February 2021. From April 2019 to November 2020, Mr. Jackson was a self-employment salesman in Orlando, FL. From April 2016 to April 2019, Mr. Jackson was a Dealer Team Supervisor for Acorn Stairlifts in Orlando, FL.

**ITEM 3 - LITIGATION**

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**

When you sign your franchise agreement, you must pay us \$55,000 as the initial franchise fee for a territory with a population of up to 200,000 people. In the event the territory exceeds a population of 200,000, the initial franchise fee will be increased by \$0.20 per person. If you are a United States veteran or a first responder, we will discount the initial franchise fee by 5%. The initial franchise fee is not refundable.

Unless you exercise your option to operate from home for up to nine months, then before you open your business, you will order the items for your showroom setup (products, brochures, and pictures) from us or our affiliate. This will cost approximately \$15,000 to \$20,000, depending on what you order. You make this payment when you order the items. This payment is not refundable.

Starting 30 days after you complete your initial training, you must begin paying our monthly Technology Fee. It is currently \$199 per month. The Technology Fee pays for your personalized website, online storefront, and certain software. This fee is uniform. It is not refundable.

**ITEM 6 - OTHER FEES**

Type of Fee	Amount	Due Date	Remarks
Royalty	6% of your gross sales.  Minimum royalty fee of \$1,000 per month after first anniversary of the date you sign your franchise agreement.	Monthly by the 5 <sup>th</sup> day of the following month (if you collect)	See Note 1 and Note 2.
Marketing Fund Contribution	Up to 2% of your gross sales; currently none.	Monthly by the 5 <sup>th</sup> day of the following month	We have not yet started a Marketing Fund. See Note 1 and Note 2.

Type of Fee	Amount	Due Date	Remarks
Designated Showroom Manager Training fee	Currently, \$7,500 per person.	Prior to attending training	If you send a manager to our training program after you open, we will charge our then-current training fee. We do not provide training for your technicians.
Technology Fee	Currently, \$199 per month	Monthly, by the 5 <sup>th</sup> day of the month	Beginning 30 days after you complete your initial training, you must pay our monthly technology fee. Currently, in exchange for the fee, we provide you with a personalized website, online storefront, QuickBooks Online Plus, Microsoft Office Online, and a branded email account. We reserve the right to alter the products and services provided for the Technology Fee. We reserve the right to increase the Technology Fee to reflect our costs and expenses.
Late fee	\$100 plus interest on the unpaid amount at a rate equal to 18% per year (or, if less, interest at the highest rate allowed by law)	On demand	We may charge a late fee if you fail to make a required payment when due.
Renewal fee	\$5,000	Upon renewal	Payable if you enter into a successor franchise agreement at the end of your agreement term.
Transfer fee	\$5,000 plus any broker fees and other out-of-pocket costs we incur	When transfer occurs	Payable if you sell your business.
Training Fee	\$15,000	As incurred	Payable if (1) you are purchasing an existing Mobility Plus location from a current franchisee or (2) you are purchasing a second or multiple Mobility Plus franchise and request to attend training.  The Initial Training Program is only included in the Initial Franchise Fee for a Franchisee's first Mobility Plus franchise.
Costs of collection	Our actual costs	As incurred	Payable if we incur costs (including reasonable attorney fees) in attempting to collect amounts you owe to us.

Type of Fee	Amount	Due Date	Remarks
Indemnity	Our costs and losses from any legal action related to the operation of your franchise	On demand	You must indemnify and defend (with counsel reasonably acceptable to us) us and our affiliates against all losses in any action by or against us related to, or alleged to arise out of, the operation of your franchise (unless caused by our misconduct or negligence).
Prevailing party's legal costs	Our attorney fees and expenses of a legal proceeding, if we are the prevailing party	On demand	In any legal proceeding (including arbitration), the losing party must pay the prevailing party's attorney fees, court costs and other expenses.

All fees are payable only to us. All fees are uniformly imposed by us and collected by us. All fees are non-refundable. All fees are uniform for all franchisees, although we reserve the right to change, waive, or eliminate fees for any one or more franchisees as we deem appropriate. There are no marketing cooperatives, purchasing cooperatives, or other cooperatives that impose fees on you.

Notes

1. “Gross Sales” is defined in our franchise agreement as the total dollar amount of all sales generated through your business for a given period, including, but not limited to, payment for any services or products sold by you, whether for cash or credit. Gross Sales does not include (i) bona fide refunds to customers or (ii) sales taxes collected.

2. If there is a Veterans Administration Medical Center in or near your territory, we will use our relationship with the VA Medical Center to assist you in obtaining referrals to customers. We will manage the relationship between the Mobility Plus system and the VA Medical Center. We will handle all billing and collection of invoices payable by the VA Medical Center and from business customers. We will remit payments by such customers to you within 30 days of receipt, less any fees (including the Royalty Fee) owed by you, any bank charges or credit card fees incurred, and any other out-of-pocket costs incurred by us. We do not guarantee that the VA Medical Center will refer any business to you. For residential customers, you handle billing and collection, and remit the Royalty Fee to us.

*The remainder of this page has been left blank intentionally.*

**ITEM 7 - ESTIMATED INITIAL INVESTMENT**  
**YOUR ESTIMATED INITIAL INVESTMENT**

<b>Type of expenditure</b>	<b>Amount</b>	<b>Method of payment</b>	<b>When due</b>	<b>To whom payment is to be made</b>
Initial franchise fee	\$55,000 - \$60,000	Check or wire transfer	Upon signing the franchise agreement	Us
Rent (one month) (see Note 2)	\$0 - \$15,000	Check	Upon signing lease	Landlord
Lease Security Deposit (see Note 2)	\$0 - \$5,000	Check	Upon signing lease	Landlord
Utilities (see Note 1 and Note 2)	\$0 - \$500	Check, debit, and/or credit	Upon ordering service	Utility providers
Leasehold Improvements	\$0 - \$3,000	Check	As incurred or when billed	Contractors
Digital Marketing	\$6,000 - \$9,000	Check, debit, and/or credit	Upon ordering	Vendor
Insurance (12 months)	\$5,000 - \$7,000	Check	Upon ordering	Insurance company
Business Registration	\$500 - \$1,500	Check, debit, and/or credit	Before opening for business	Government
Showroom setup (FF&E and inventory)	\$25,000 - \$40,000	Check, debit, and/or credit	Upon ordering	Our affiliate
Vehicle (see Note 3)	\$1,000 - \$35,000	Check, debit, and/or credit	Upon vehicle purchase	Vehicle dealer
Vehicle décor	\$500 - \$2,000	Check, debit, and/or credit	Upon ordering	Vendor
Tools	\$1,000 - \$2,000	Check, debit, and/or credit	Upon ordering	Tool dealer
Training Fee (see Note 4)	\$0 - \$15,000	Check, debit, and/or credit	Upon transfer	Us
Additional funds (for first 6 months) (see Note 5)	\$75,000 - \$82,000	Varies	Varies	Employees, suppliers
<b>Total</b>	<b>\$169,000 - \$277,000</b>			

Notes

1. Your lease security deposit and utility deposits will usually be refundable unless you owe money to the landlord or utility provider. None of the other expenditures in this table will be refundable. Neither we nor any affiliate finances any part of your initial investment.

2. You may operate from home for up to nine months (subject to applicable law). Before this period expires, you must open and operate a showroom. Your showroom (not including storage or warehouse space) should be approximately 1,000 to 2,000 square feet. We expect that you will rent your location. If you choose to purchase real estate instead of renting, your costs will be significantly different.

3. You must use a cargo van or other approved vehicle and have it wrapped with our required décor. We do not require any particular make or model. You must obtain our approval of the van before you acquire it. The low-end estimate assumes you lease a vehicle and the amount indicated is for your initial payment. Your vehicle must at all times be in excellent or better repair, clean, and free of dents and other damage, and present a first-class image appropriate to our brand.

4. If (1) you are purchasing an existing Mobility Plus location from a current franchisee or (2) you are purchasing a second or multiple Mobility Plus franchise and request to attend training, you will owe a Training Fee of \$15,000.

5. This includes any other required expenses you will incur before operations begin and during the initial period of operations, such as marketing, vehicle expenses and other operating expenses in excess of income generated by the business. It does not include paying yourself. In formulating the amount required for additional funds, we relied on the following factors, basis, and experience: the development of a Mobility Plus business by our affiliate, the experience of our franchisees, and our general knowledge of the industry.

## **ITEM 8 - RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

We have the right to require you to purchase or lease all goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating your business (1) either from us or our designee, or from suppliers approved by us, or (2) according to our specifications. The following are our current specific obligations for purchases and leases:

A. Inventory. You must order your inventory for your showroom from our affiliate, as well as brochures and pictures. We negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees.

B. Insurance. You must obtain insurance as described in the Franchise Agreement and in our Manual, which includes (i) Commercial General Business Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an “occurrence” policy form in an amount not less than \$1,000,000 single limit per occurrence and \$2,000,000 aggregate limit, (ii) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than \$1,000,000 combined single limit with accurate coverage based on who/how many people will be driving the vehicle, (iii) Umbrella insurance policy of at least \$1,000,000, (iv) Workers Compensation and Employee Liability coverage as required by state law (which may apply to independent contractors or employees), and (v) any additional or greater insurance coverage required by a landlord or customer. Your insurance policies (other than Workers Compensation) must add us and our affiliates (including Mobility Plus LLC) as additional insured.

C. Software and hardware. You must use the software and hardware that we specify. See Item 11 for more details.

You will order your initial digital marketing from vendors approved by us. You will order the items for your showroom setup (products, brochures, and pictures), as well as all products that you sell to your customers, from us or our affiliate. We will provide certain software that we provide to you in exchange for the Technology Fee (see Item 11). Our affiliate, Mobility Plus, LLC, operates as the purchaser of inventory from vendors on behalf of franchisees. Otherwise, neither we nor any affiliate is currently a supplier of any other good or service that you must purchase, although we reserve to the right to be a supplier (or the sole supplier) of a good or service in the future. None of our officers owns an interest in any supplier to our franchisees.

If you want to use a supplier that is not on our list of approved suppliers, you must request our approval in writing. We will grant or revoke approvals of suppliers based on criteria appropriate to the situation, which may include evaluations of the supplier's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. Our criteria for approving suppliers are not available to you. We permit you to contract with alternative suppliers who meet our criteria only if you request our approval in writing, and we grant approval. There is no fee for us to review or approve an alternate supplier. We will provide you with written notification of the approval or disapproval of any supplier you propose within 30 days after receipt of your request. We may grant approvals of new suppliers or revoke past approvals of suppliers on written notice to you, or by updating our Manual.

We issue specifications and standards to you for applicable aspects of the franchise in our Manual and/or in written directives. We may issue new specifications and standards for any aspect of our brand system, or modify existing specifications and standards, at any time by revising our Manual and/or issuing new written directives (which may be communicated to you by any method we choose). We will generally (but are not obligated to) issue new or revised specifications only after testing in our headquarters or in our company-owned outlet.

We estimate that the required purchases and leases to establish your business are 70% to 85% of your total purchases and leases to establish your business. We estimate that the required purchases and leases of goods and services to operate your business are 70% to 85% of your total purchases and leases of goods and services to operate your business.

Currently, we do not derive revenue from the required purchases and leases by franchisees, nor do we receive payments from any designated suppliers based on purchases by you or other franchisees. However, the franchise agreement does not prohibit us from doing so. Our affiliate Mobility Plus LLC received \$4,806,848 in 2021 from purchases by our franchisees of inventory and other products. The source of this information is our affiliate's internal records.

Certain suppliers currently pay our affiliate rebates based on franchisee purchases.

No purchasing or distribution cooperative currently exists.

We do not provide any material benefit (including renewal rights or the right to additional franchises) to you based on your purchase of particular goods or services, or your use of particular suppliers.

## ITEM 9 - FRANCHISEE'S OBLIGATIONS

**This table lists your principal obligations under the franchise 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.**

Obligation	Section in agreement	Disclosure document item
a. Site selection and acquisition/lease	N/A	Item 11
b. Pre-opening purchase/leases	§§ 7, 9	Items 5, 7, 8 and 11
c. Site development and other pre-opening requirements	§§ 3, 7	Items 5, 7, 8 and 11
d. Initial and ongoing training	§ 8	Items 5, 6, 8 and 11
e. Opening	§ 9	Items 7, 8 and 11
f. Fees	§§ 4, 5, 7, 8, 10, 35	Items 5, 6 and 7
g. Compliance with standards and policies/operating manual	§§ 10, 12-15, 18, 19, 23, 26, 27	Items 8, 11 and 14
h. Trademarks and proprietary information	§§ 27, 28	Items 13 and 14
i. Restrictions on products/services offered	§ 6	Items 8, 11 and 16
j. Warranty and customer service requirements	§ 6	Item 8
k. Territorial development and sales quotas	N/A	Item 12
l. Ongoing product/service purchases	§ 18	Items 6 and 8
m. Maintenance, appearance, and remodeling requirements	N/A	Items 6, 7 and 8
n. Insurance	§ 15	Items 6, 7 and 8
o. Advertising	§§ 7, 19	Items 6, 7, 8 and 11
p. Indemnification	§ 36	Items 6 and 8
q. Owner's participation/management/staffing	N/A	Item 15
r. Records and reports	§§ 21, 22	Item 11
s. Inspections and audits	N/A	N/A
t. Transfer	§§ 34, 35	Items 6 and 17
u. Renewal	§ 4	Item 17
v. Post-termination obligations	§ 32	Item 17
w. Non-competition covenants	§ 30	Item 17
x. Dispute resolution	§ 37	Items 6 and 17



## ITEM 10 - FINANCING

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

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

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

Our Pre-Opening Obligations. Before you open your business:

*Your Site.* We will review and advise you regarding potential showroom locations that you submit to us. (Section 2). We are not obligated to further assist you in locating a site or negotiating the purchase or lease of the site. We generally do not own your premises and lease it to you. If your site is not already known and approved by us when you sign your franchise agreement, then you must find a location in your territory. We do not select your site. Your site is subject to our approval. To obtain our approval, you must provide all information and documents about the site that we require. The factors we consider in approving sites are general location and neighborhood, size, demographics, parking, size, and suitability. The time limit for us to approve or disapprove your proposed site is 30 days after you submit all of our required documents and information. (Section 2). You must open your showroom within nine months after the date of your franchise agreement. Prior to opening the showroom, you may operate the business from your home (if permitted by law). If we and you cannot agree on a site, you will be unable to comply with your obligation to develop and open the showroom by this deadline stated in the franchise agreement. Unless we agree to extend the deadline, you will be in default and we may terminate your franchise agreement. We are not obligated to assist you in conforming the premises of your site to local ordinances and building codes and obtaining any required permits. This will be your responsibility. We do not assist you in hiring employees.

*Specification and Suppliers.* We will provide you a list of our specifications and approved suppliers for items needed for your business (Section 6). You will order your inventory through us. We do not provide these items directly; we only place orders with approved suppliers on your behalf. We do not deliver or install these items.

*Software.* In exchange for the Technology Fee (currently \$199 per month), we will give you a personalized website, online storefront, QuickBooks Online Plus, Microsoft Office Online, and a branded email account. (Section 4). We reserve the right to alter the products and services provided for the Technology Fee.

*Equipment, Marketing Materials, and Showroom Setup.* You will order the items for your showroom setup (products, brochures, and pictures) from our affiliate, Mobility Plus LLC. Our affiliate will deliver (but do not install) all of these items. We will provide you with a tablet, physical marketing materials, and four uniforms without charge. (Section 6)

*Manual.* We will give you access to our Manual, a collection of digital resources (Section 6).

*Initial Training Program.* We will conduct our initial training program. (Section 6).

Length of Time to Open. The typical length of time between signing the franchise agreement and the opening of your business is 60 to 90 days. Factors that may affect the time period include your ability to schedule and attend initial training.

Our Post-Opening Obligations. After you open your business:

*Collection and payment to you; establishing prices.* You will use our forms to create sales agreements between Mobility Plus Systems and the customer. You will order all products and inventory for your customers through our affiliate, Mobility Plus, LLC, and our affiliate will place all orders with the applicable vendors on your behalf. We will provide you with our base pricing for products and services. You will be free to decide your own markup (i.e., the price charged to the customer, which cannot be less than our base pricing). Upon your request, we will provide recommended prices for products and services. (Section 6). Notwithstanding the foregoing, you will charge the prices set by us for regional and national accounts established by us. (Section 5 and Section 6). For customers referred by a VA Medical Center, business customers, and for buyers of custom products, we will receive payment from the customer and pay to you the sales price we collect less (i) our cost of product, installation, and service, (ii) bank charges and other transaction costs, (iii) the Royalty Fee, and (iv) any other amounts owed you owe to us. (Section 5)

*Improving and developing your business.* If you request, we will provide advice to you (by telephone or electronic communication) regarding improving and developing your business, and resolving operating problems you encounter, to the extent we deem reasonable. If we provide in-person support in response to your request, we may charge a fee (currently \$600 per day) plus any out-of-pocket expenses (such as travel, lodging, and meals for our employees providing onsite support). (Section 6).

*Department of Veterans Affairs.* We will assist you in connecting with the VA Medical Center in your area, if applicable. We will manage the relationship with VA Medical Center on your behalf, including billing the VA Medical Center and collecting payment, which we will remit to you (less any out-of-pocket costs we incur). We do not guaranty that the VA Medical Center will refer any business to you. (Section 6).

*Establishing procedures.* We will provide you our recommended procedures for administration and bookkeeping. (Section 6).

*National accounts.* We may establish a National accounts program and secure National Accounts to be serviced by our franchisees. (Section 12).

Although it is our intent and practice to refine and develop products or services that you will offer to customers, the franchise agreement does not obligate us to do so. We are not obligated to assist you with hiring or training employees.

## Advertising

*Our obligation.* We have the right to establish a Marketing Fund. If we do so, we will use the Marketing Fund only for marketing and related purposes and costs. Media coverage will primarily be local. We may use outside vendors and consultants to produce advertising. We are not required to spend any amount of advertising in the area or territory where any particular

franchisee is located. We will maintain the brand website (which may be paid for by the Marketing Fund). We have no other obligation to conduct advertising.

*Your own advertising material.* You may use your own advertising or marketing material only with our approval. To obtain our approval, you must submit any proposed advertising or marketing material at least 14 days prior to use. If we do not respond, the material is deemed rejected. If you develop any advertising or marketing materials, we may use those materials for any purpose, without any payment to you.

*Advertising council.* We do not have an advertising council composed of franchisees. The franchise agreement does not give us the power to form an advertising council.

*Local or Regional Advertising Cooperatives.* We do not currently have any local or regional advertising cooperatives. We do not have the right to require you to join a cooperative.

*Advertising Fund.* We have the right to establish a Marketing Fund. If we do so, you must contribute to our Marketing Fund. Your contribution will be up to 2% of gross sales per month. We reserve the right to have other franchisees contribute a different amount or at a different rate. Outlets that we own will not be obligated to contribute to the Marketing Fund. If we establish a Marketing fund, we will administer the fund. The fund will not be audited. We will make unaudited annual financial statements available to you upon request.

Computer Systems. We will sell to you a computer tablet that comes loaded with an electronic copy of our manual. In exchange for the Technology Fee (currently \$199 per month), we will give you a personalized website, online storefront, QuickBooks Online Plus (but not additional QuickBooks services such as payroll, which would be at your cost), Microsoft Office Online, and a branded email account. We estimate that the annual cost of any optional or required maintenance, updating, upgrading, or support contracts (other than the Technology Fee) will be \$0 to \$600. You must give us independent access to the information that will be generated or stored in these systems. The information that we may access will include sales, customer data, and reports. There is no contractual limitation on our right to access the information. We reserve the right to alter the products and services provided for the Technology Fee.

Manual. See Exhibit E for the table of contents of our Manual. It has 24 pages.

*The remainder of this page has been intentionally left blank.*

Training Program. Our training program consists of the following:

### TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Basic Training - Technology and Operations Setup	2	-	Online (live)
Kickoff - Business Overview, Building the Brand, Educating the Community	2	-	Online (live)
Operations	6	-	Online (live)
Marketing	2	-	Online (live)
VA Opportunity	2	-	Online (live)
Rentals	2	-	Online (live)
Technical	2	-	Online (live)
Product Ordering/Measuring	2	-	Online (live)
Showroom Setup	1	-	Online (live)
Business Setup	1	-	Online (live)
Wrap-up and Post Training Next Steps	2	-	Online (live)
QuickBooks Online Training*	4	-	Online (live)
Security and Compliance	1	-	Online (live)
Manufacturer Training*	46	-	Varies
Home Safety Certification Training*	5	-	Varies
Webinars (Manufacturer Training)*	40	-	Varies
<b>TOTALS:</b>	120		

\* Training provided by third parties.

Training classes will be scheduled in accordance with the needs of new franchisees. Training will be held online using Microsoft Teams. Training materials, including a Microsoft enabled tablet, will be shipped to you prior to training. The instructional materials consist of the Manual and other materials, lectures, discussions, demonstration, and practice. Training classes online and/or at our location will be managed by Robert Landolfi. His experience is described in Item 2. He has 8 years of experience in our industry and with Mobility Plus. There is no fee to attend initial training for new franchisees for a new location, but there is a Training Fee of \$15,000 if (1) you purchase an existing Mobility Plus Business or (2) you purchase a second or other multiple Mobility Plus Business and attend our initial training program. If you send a designated showroom manager to our training program after you open for business, we will charge our then-current training fee, currently \$7,500. You must pay travel expenses to attend any on-site training. You must attend training. You may designate additional people of your choice to attend training.

You must complete training to our satisfaction at least two weeks before opening your business. We do not currently require additional training programs or refresher courses, but we have the right to do so.

## **ITEM 12 - TERRITORY**

You will operate your business from a showroom that you use to demonstrate and sell products. Your showroom must be located in your territory. Your franchise agreement will specify a territory, which will have a population of approximately 200,000 people. If we mutually agree to a territory with a population greater than 200,000, the initial franchise fee will be increased by \$0.20 per person for the population in excess of 200,000 in the territory. The boundaries of your territory will be specified by zip codes, county or city lines, or other limit.

You may relocate your business headquarters (as long as you do not relocate to another franchisee's exclusive territory) if we approve of the new location. Your territory will remain unchanged if you relocate.

You do not have the right to expand into additional territory or establish additional offices. If you desire to do so, you must meet our then-current criteria for new franchisees, demonstrate your capability to operate successfully, and obtain our agreement. You do not receive any options, rights of first refusal, or similar rights to acquire additional franchises.

We grant you a protected territory. In your protected territory, we will not establish a Mobility Plus outlet, nor license or franchise another party to establish a Mobility Plus outlet. However, there are exceptions to your territorial protection as follows: (1) we may serve (or authorize other franchisees to serve) customers in your territory if you are in default, or if you are incapable of meeting customer demand in your territory and (2) we may also serve (or authorize another franchisee to serve) a particular customer in your territory if you fail to properly serve such customer, or if we reasonably believe that you will not properly serve such customer. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

We reserve the right to use other channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory. We do not pay any compensation to you for such sales.


Unless you have our permission, you cannot solicit or market to potential customers outside of your territory, except for solicitations or marketing which are primarily targeted inside the territory and which incidentally reach potential customers outside of the territory. Unless you have our permission, you cannot serve customers outside of your territory without our prior written permission. We may withdraw permission at any time.

We intend to allow franchisees to serve customers outside of their exclusive territories if the customer is referred by a VA Medical Center and if there is no other franchisee with exclusive rights in the territory where the customer is located.

Neither we nor any of our affiliates operates, franchises, or has plans to operate or franchise a business under a different trademark selling goods or services similar to those you will offer. However, the franchise agreement does not prohibit us from doing so.

### ITEM 13 - TRADEMARKS

The following are the principal trademarks that we license to you. These trademarks are owned by our affiliate Mobility Plus, LLC. The trademarks below are registered on the Principal Register of the United States Patent and Trademark Office.

Trademark	Registration Date	Registration Number
MOBILITY PLUS	September 7, 2010	3,845,094
	March 2, 2021	6,280,254

We have also applied to register the following trademark on the Principal Register of the United States Patent and Trademark office:

Trademark	Serial Number	Filing Date
MOBILITY HOME	97/298,290	March 7, 2022
GO WHERE YOU WANT TO GO	90/784,842	June 21, 2021
AMERICA'S MOBILITY EXPERTS	90/833,338	July 16, 2021

We do not have a federal registration for the Proprietary Marks above (serial numbers 97/298,290, 90/784,842, and 90/833,338). This Proprietary Marks do not have the same legal benefits and rights as federally registered trademarks. If our right to use these Proprietary Marks is challenged, you may have to change to an alternative trademark, which may increase your expenses.

We or others from whom we derived our rights have filed all required affidavits.

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court. There are no pending infringement, opposition, or cancellation proceedings. There is no pending material federal or state court litigation regarding our use or ownership rights in a trademark.

We are aware of a pharmacy located in Muskogee, Oklahoma and Tulsa, Oklahoma that is using “Mobility Plus” and “Mobility +” for the sale of medical equipment. We are currently investigating a course of action.

Except for the above, there are no infringing uses actually known to us that could materially affect your use of these Marks, trade names, logos or other commercial symbols in this state or any other state in which the franchise business is to be located.

Mobility Plus, LLC, our affiliate, owns the trademarks described in this Item. Under an Intercompany License Agreement between us and Mobility Plus, LLC, we have been granted the exclusive right to sublicense the trademarks to franchisees throughout the United States. The agreement is of perpetual duration. It may be modified only by mutual consent of the parties. It may be canceled by our affiliate only if (1) we materially misuse the trademarks and fail to correct the misuse, or (2) we discontinue commercial use of the trademarks for a continuous period of more than one year. The Intercompany License Agreement specifies that if it is ever terminated, your franchise rights will remain unaffected.

We have no obligation to protect your right to use our principal trademark, or to protect you against claims of infringement or unfair competition arising out of your use of the trademarks. The franchise agreement obligates you to notify us of the use of, or claims of rights to, a trademark identical to or confusingly similar to a trademark licensed to you. The franchise agreement does not require us to take affirmative action when notified of these uses or claims. We have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you.

Under the franchise agreement, we may require you to modify or discontinue using a trademark, at your expense. You will have a reasonable period of time to comply with the change. After such period, you would no longer have the right to use the unmodified or discontinued trademark. Your rights under the franchise agreement do not change, other than the modification or discontinuation of the trademark. We do not know of either superior prior rights or infringing uses that could materially affect your use of the principal trademarks.

## **ITEM 14 - PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

### Patents

We do not own rights in, or licenses to, patents that are material to the franchise. We do not have any pending patent applications.

### Copyrights

All of our original works of authorship fixed in a tangible medium of expression are automatically protected under the U.S. Copyright Act, whether or not we have obtained registrations. This includes our Manual as well as all other sales, training, management and other materials that we have created or will create. You may use these copyrighted materials during the term of the franchise, in a manner consistent with our ownership rights, solely for your franchised business.

We do not have any registered copyrights. There are no pending copyright applications for our copyrighted materials. There are no currently effective determinations of the U.S. Copyright Office (Library of Congress) or any court regarding any copyright. There are no agreements currently in effect that limit our right to use or license the use of our copyrighted materials.

We have no obligation to protect any of our copyrights or to defend you against claims arising from your use of copyrighted items. The franchise agreement does not require us to take affirmative action when notified of copyright infringement. We control any copyright litigation. We are not required to participate in the defense of a franchisee or indemnify a franchisee for expenses or damages in a proceeding involving a copyright licensed to the franchisee. We may require you to modify or discontinue using the subject matter covered by any of our copyrights, at your expense. We do not know of any copyright infringement that could materially affect you.

### Proprietary Information

We have a proprietary, confidential Manual and related materials that include guidelines, standards and policies for the development and operation of your business. We also claim proprietary rights in other confidential information or trade secrets that include all methods for developing and operating the business, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information and know-how.

All customer data and other non-public data generated by your business is confidential information and is exclusively owned by us. We license such data back to you without charge solely for your use in connection with your Mobility Plus business.

You (and your owners, if the franchise is owned by an entity) must protect the confidentiality of our Manual and other proprietary information, and use our confidential information only for your franchised business.

You must disclose to us all ideas, plans, improvements, concepts, methods, and techniques relating to your Mobility Plus business that you conceive or develop. We will automatically own all such innovations, and we will have the right to incorporate any innovations into our system for use by all franchisees, without any compensation to you.

## **ITEM 15 - OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS**

You must devote full time and attention to your business. You are required to participate personally in the direct operation of your business and you must act as the general manager. You must complete our initial training program and any post-opening training programs that we develop in the future. You must make reasonable efforts to attend all in-person meetings and remote meetings (such as telephone or video conference calls), including regional or national brand conferences, that we require. You cannot fail to attend more than three consecutive required meetings.

After you open for business, if you choose to hire a new designated showroom manager (“Designated Showroom Manager”), the Designated Showroom Manager of your business must



successfully complete our initial training program and any post-opening training programs that we develop in the future. If you send a Designated Showroom Manager to our training program after you open for business, we will charge our then-current training fee, currently \$7,500 per trainee.

If your business is owned by an entity, all owners of the business must also sign the franchise agreement and be jointly and severally liable.

When your business sells services to a customer, you are not required to personally conduct “on-premises” supervision of your business. However, we recommend that you be personally involved in all sales. There is no limit on whom you can hire.

**ITEM 16 - RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You must offer for sale only goods and services that we have approved. You must offer for sale all goods and services that we require. We have the right to change the types of authorized goods or services, and there are no limits on our right to make changes. We do not restrict your access to customers, except that all sales must be made to customers in your territory (unless we permit to you conduct sales outside of your territory).

You must offer goods and services to customers in your territory as part of any national or regional account that we have established, including on the terms that we have negotiated.

You must participate in all referral programs, lead generation programs, partnership programs, and other revenue generation programs which may be added in the future.

**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 franchise agreement	Summary
a. Length of the franchise term	§ 4	The term of the franchise agreement is 5 years from date of signing.
b. Renewal or extension of the term	§ 4	You may obtain successor franchise agreements for up to two additional 5-year terms.

Provision	Section in franchise agreement	Summary
c. Requirements for franchisee to renew or extend	§ 4	For our franchise system, “renewal” means that at the end of your term, you sign our successor franchise agreement for an additional 5-year term. You may be asked to sign a contract with materially different terms and conditions than your original contract. To renew, you must give advance notice to us; be in compliance; sign then-current form of franchise agreement; pay the renewal fee; sign general release (unless prohibited by applicable law).
d. Termination by franchisee	Not applicable	
e. Termination by franchisor without cause	Not applicable	
f. Termination by franchisor with cause	§ 31	We may terminate your franchise agreement for cause, subject to any applicable notice and cure opportunity.
g. “Cause” defined--curable defaults	§ 31	Violate franchise agreement other than non-curable default (15 days to cure).
h. “Cause” defined--non-curable defaults	§ 31	Intentionally submitting false information; bankruptcy; violation of confidentiality; violation of non-compete; violation of transfer restrictions; cease operations for more than 10 consecutive days; three defaults in 12 months; charge or conviction of, or plea to a felony, commission or accusation of an act that is reasonably likely to materially and unfavorably affect our brand; any other breach of franchise agreement which by its nature cannot be cured.
i. Franchisee’s obligations on termination/non-renewal	§ 32	Return Manual and proprietary items; stop using the Marks; cease doing business; assign lease to MPS; de-identify the Showroom.
j. Assignment of agreement by franchisor	§ 34	Unlimited
k. “Transfer” by franchisee - defined	§ 35	For you (or any owner of your business) to voluntarily or involuntarily transfer (i) substantially all of the assets of the business, (ii) the franchise agreement, (iii) any direct or indirect ownership interest of the business, or (iv) control of the business.
l. Franchisor’s approval of transfer by franchisee	§ 35	No transfers without our approval.

Provision	Section in franchise agreement	Summary
m. Conditions for franchisor's approval of transfer	§ 35	Pay transfer fee; pay transferee training fee; buyer meets our standards; buyer signs our then-current franchise agreement; you are in compliance with the franchise agreement; you sign a general release (subject to state law).
n. Franchisor's right of first refusal to acquire franchisee's business	§ 35	If you want to transfer your business, we have a right of first refusal.
o. Franchisor's option to purchase franchisee's business	§ 33	When your franchise agreement expires or is terminated, we will have the right to purchase any or all of the assets of your business.
p. Death or disability of franchisee	§ 35	Upon the death or permanent disability of any of your Owners, interest must be transferred within six (6) months from the date of death or permanent disability.
q. Non-competition covenants during the term of the franchise	§ 30	Neither you or any owner of the business may have ownership interest in, lend money or provide financial assistance to, provide services to, or be employed by, any competitor.
r. Non-competition covenants after the franchise is terminated or expires	§ 30	For two years, neither you, any owner of the business may have ownership interest in, lend money or provide financial assistance to, provide services to, or be employed by a competitor operating in your former territory or the territory of any other franchisee.
s. Modification of the agreement	§ 40	No modification or amendment of the franchise agreement will be effective unless it is in writing and signed by both parties. This provision does not limit our right to modify the Manual or system specifications.
t. Integration/merger clause	§ 40	Only the terms of the franchise agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable. However, no provision of any franchise agreement is intended to disclaim the representations made in this disclosure document.

Provision	Section in franchise agreement	Summary
u. Dispute resolution by arbitration or mediation	§ 37	Disputes will first go to mediation in the county of our then current principal place of business. If not resolved, disputes will go to mandatory and binding arbitration at the American Arbitration Association office closest to the county of our then current principal place of business.
v. Choice of forum	§ 37	For disputes not subject to arbitration, litigation will take place in the District Court of the United States, in the district where our headquarters is then located, or if this court lacks jurisdiction, the state courts of the state and county where our headquarters is then located (subject to applicable law).
w. Choice of law	§ 40	Illinois (subject to applicable law).

For additional disclosures required by certain states, refer to Exhibit G - State Addenda to Disclosure Document

#### **ITEM 18 - PUBLIC FIGURES**

We do not use any public figure 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 the 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 particular location or under particular circumstances.

#### **STATEMENT OF ANNUAL GROSS REVENUES FOR THE 12 MONTH PERIOD JANUARY 1, 2021 TO DECEMBER 31, 2021 OF 16 FRANCHISE TERRITORIES OPERATING A SHOWROOM FULL-TIME FOR AT LEAST 12 MONTHS**

The following is a statement of annual gross revenues for the 12 month period ended December 31, 2021 for 16 Mobility Plus franchisees. The data presented includes average (mean) of annual gross revenues, the median of annual gross revenues, and a range of high and low annual gross revenues.

The data on annual gross revenues does not include revenue information from any franchise territories operating a Showroom for less than full-time for 12 months as of December 31, 2021, whether (i) the franchisee began operations on or after January 1, 2021 and, therefore, did not operate for a full 12-month period, (ii) the franchisee began operations prior to January 1, 2021 but had not opened a Showroom prior to January 1, 2021, (iii) the franchisee left the system between January 1, 2021 and December 31, 2021, or (iv) the franchisee operated on a part-time basis and, therefore, did not operate for at least 40 hours per week for a full 12-month period (an option we no longer offer to our franchisees as it does not reflect our current business model).

Data for the 12 month period ended December 31, 2021 for 40 franchise territories were excluded from the average, with 30 being excluded for not having operated for a minimum of 12 months because they opened for business after January 1, 2021, 4 being excluded for not having operated with a Showroom for a minimum of 12 months, 4 being excluded because they left the system in 2021 and therefore did not operate for a minimum of 12 months, and 2 being excluded for not having operated for at least 40 hours per week for a full 12 month period.

**Some outlets have earned this amount. Your individual results may differ. There is no assurance that you will earn as much.**

<b>Quintile</b>	<b>Mean (Avg) Annual Gross Revenues (US\$) of Franchisees</b>	<b>Median Annual Gross Revenues (US\$) of Franchisees</b>	<b>High Annual Gross Revenues (US\$) of Franchisees</b>	<b>Low Annual Gross Revenues (US\$) of Franchisees</b>	<b># of Franchisees Included in Segment Calculation</b>	<b># of Franchisees in Segment at or above Mean</b>	<b>% of Franchisees in Segment at or above Mean</b>
<b>1<sup>st</sup> Quintile</b>	<b>\$767,820</b>	<b>\$767,761</b>	<b>\$784,319</b>	<b>\$751,379</b>	<b>3</b>	<b>1</b>	<b>33%</b>
<b>2<sup>nd</sup> Quintile</b>	<b>\$356,312</b>	<b>\$365,156</b>	<b>\$376,164</b>	<b>\$323,616</b>	<b>3</b>	<b>2</b>	<b>66%</b>
<b>3<sup>rd</sup> Quintile</b>	<b>\$292,837</b>	<b>\$283,493</b>	<b>\$320,924</b>	<b>\$274,095</b>	<b>3</b>	<b>1</b>	<b>33%</b>
<b>4<sup>th</sup> Quintile</b>	<b>\$208,286</b>	<b>\$192,989</b>	<b>\$256,098</b>	<b>\$171,770</b>	<b>3</b>	<b>1</b>	<b>33%</b>
<b>5<sup>th</sup> Quintile</b>	<b>\$134,945</b>	<b>\$142,155</b>	<b>\$153,800</b>	<b>\$120,527</b>	<b>4</b>	<b>3</b>	<b>75%</b>
<b>16 Franchisees</b>	<b>\$339,650</b>	<b>\$278,794</b>	<b>\$784,319</b>	<b>\$120,527</b>	<b>16</b>	<b>8</b>	<b>50%</b>

\*Nearest whole numbers are used.

Notes to table above: “Gross revenue” is the total revenue earned by the franchisee without any deductions being taken. The “Mean” is the average and is calculated by the sum of all gross revenue reported being divided by the number of territories included in the sum. The “Median” is the middle number of all gross revenue reported, and if there are two middle

numbers, is calculated as the average of those two middle numbers. The gross revenue for each franchisee in the set is listed from high to low to determine the highest gross revenue number and the lowest gross revenue number.

**This financial performance representation does not provide information on the net profits of franchises.** This financial performance representation does not include information concerning expenses or profits that may be realized in the operation of a Mobility Plus business. Profits in the operation of a Mobility Plus business will vary from franchisee to franchisee and from territory to territory and are dependent upon numerous factors beyond our control.

The financial performance representations in the Tables are historic information and not a forecast of future financial performance. The financial information we utilized in preparing the preceding financial performance representations was based entirely upon information reported to us by Mobility Plus franchisees. None of this information was audited by us or by any independent accountant or auditing firm, and no one had audited, reviewed or otherwise evaluated this information for accuracy or expressed his/her opinion with regard to its content or form.

Factors that may affect the annual gross revenues of a Mobility Plus franchise include but are not necessarily limited to:

- \*Business skills, motivation and effort of the franchisee
- \*Franchisee's local marketing and promotional efforts
- \*How closely a franchisee follows the Mobility Plus System in operating the franchise
- \*Franchisee's pricing policies
- \*Participation in corporate driven partnerships
- \*Commitment to ongoing training and education

You should carefully consider these and other factors in evaluating this information and in making any decision to purchase a franchise.

## ITEM 20 - OUTLETS AND FRANCHISEE INFORMATION<sup>1</sup>

**Table 1  
Systemwide Outlet Summary  
For Years 2019 to 2021**

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2019	9	21	+12
	2020	21	35	+14
	2021	35	52	+17
Company-Owned	2019	1	1	0
	2020	1	1	0

<sup>1</sup> Statistics set forth in this Item 20 do not include franchises that were opened under our previous business model, as described in Item 1.

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
	2021	1	1	0
Total Outlets	2019	10	22	+12
	2020	22	36	+14
	2021	36	53	+17

**Table No. 2**  
**Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)**  
**For Years 2019 to 2021**

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Total	2019	0
	2020	0
	2021	0

**Table 3**  
**Status of Franchised Outlets**  
**For Years 2019 to 2021**

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi- Nations	Column 6 Non- Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
Arkansas	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Arizona	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	3	0	0	0	0	4
California	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Colorado	2019	0	2	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
Florida	2019	3	4	0	0	0	0	7
	2020	7	1	0	0	0	0	8
	2021	8	2	0	0	0	1	9
Idaho	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Indiana	2019	0	1	0	0	0	0	1

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi- Nations	Column 6 Non- Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
	2020	1	1	0	0	0	0	2
	2021	2	1	0	0	0	0	3
Kentucky	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	0
Mississippi	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	1	0
Missouri	2019	1	0	0	0	0	0	1
	2020	1	2	0	0	0	0	3
	2021	3	0	0	0	0	1	2
Nebraska	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
North Carolina	2019	0	1	0	0	0	0	1
	2020	1	2	0	0	0	0	3
	2021	3	1	0	0	0	0	4
Ohio	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
	2021	3	2	0	0	0	1	4
Pennsylvania	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
South Carolina	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Tennessee	2019	1	1	0	0	0	0	2
	2020	2	1	0	0	0	0	3
	2021	3	0	0	0	0	0	3
Texas	2019	0	0	0	0	0	0	0
	2020	0	3	0	0	0	0	3
	2021	3	1	0	0	0	0	4
West Virginia	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Wisconsin	2019	0	1	0	0	0	0	1
	2020	1	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Totals	2019	9	12	0	0	0	0	21
	2020	21	14	0	0	0	0	35



Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi- Nations	Column 6 Non- Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
	2021	35	21	0	0	0	4	52

**Table 4  
Status of Company-Owned Outlets  
For Years 2019 to 2021**

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
Illinois	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1*	0	0	0	0	1
Totals	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1

\*Our Company-Owned outlet is a different model than the Mobility Plus business that you will operate. Our Company-Owned outlet only offers installation, repair, and maintenances services and does not sell products.

**Table 5  
Projected Openings As Of December 31, 2021**

Column 1 State	Column 2 Franchise Agreements Signed but Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company- Owned Outlets in the Next Fiscal Year
Arizona	4	1	
Colorado	2	1	
Florida		2	
Georgia	2	1	
Idaho		1	
Indiana		1	
Iowa		1	
Kansas		1	
Louisiana		1	
Massachusetts		1	
Michigan		1	
Missouri		1	
Ohio		1	
Tennessee	1		
Totals	8	14	

Exhibit F contains the names of all current franchisees (as of the end of our last fiscal year) and the address and telephone number of each of their outlets. Exhibit F also contains the name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In the last three fiscal years, no franchisees have signed any contract, order, or settlement provision that directly or indirectly restricts a current or former franchisee from discussing his or her personal experience as a franchisee in our system with any prospective franchisee.

There are no trademark-specific franchisee organizations associated with our franchise system.

### **ITEM 21 - FINANCIAL STATEMENTS**

Exhibit D contains our audited balance sheets as of December 31, 2021, December 31, 2020 and December 31, 2019, and the income statement for the periods then ended.

Our fiscal year end is December 31.

### **ITEM 22 - CONTRACTS**

Copies of all proposed agreements regarding this franchise offering are attached as the following Exhibits:

- B. Franchise Agreement
- C. Form of General Release
- H. State Addenda to Franchise Agreement

### **ITEM 23 - RECEIPTS**

Detachable documents acknowledging your receipt of this disclosure document are attached as the last two pages of this disclosure document.

## EXHIBIT A

### STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

We may register this Disclosure Document in some or all of the following states in accordance with the applicable state law. If and when we pursue franchise registration, or otherwise comply with the franchise investment laws, in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in each state and the state offices or officials that we will designate as our agents for service of process in those states:

State	State Administrator	Agent for Service of Process (if different from State Administrator)
California	Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 2101 Arena Blvd. Sacramento, CA 95834 866-275-2677	
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P.O. Box 40 Honolulu, HI 96810 (808) 586-2722	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W. Washington Street Indianapolis, IN 46204 (317) 232-6681	
Maryland	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Commissioner of Securities 200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 (517) 373-7117	

<b>State</b>	<b>State Administrator</b>	<b>Agent for Service of Process (if different from State Administrator)</b>
Minnesota	Minnesota Department of Commerce Securities-Franchise Registration 85 7 <sup>th</sup> Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Commissioner of Commerce Minnesota Department of Commerce 85 7 <sup>th</sup> Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500
New York	New York State Department of Law Investor Protection Bureau 28 Liberty St. 21st Floor New York, NY 10005 212-416-8236	Secretary of State 99 Washington Avenue Albany, NY 12231
North Dakota	North Dakota Securities Department 600 East Boulevard Ave., State Capital Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	
Oregon	Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140	
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue Building 68-2 Cranston, RI 02920-4407 (401) 462-9527	
South Dakota	Division of Insurance Securities Regulation 124 South Euclid Suite 104 Pierre, SD 57501-3185 (605) 773-3563	
Virginia	State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507 (360) 902-8760	Department of Financial Institutions Securities Division 150 Israel Rd SW Tumwater, WA 98501 (360) 902-8760
Wisconsin	Division of Securities Department of Financial Institutions 4822 Madison Yards Way Madison, WI 53705 (608) 266-0448	Division of Securities Department of Financial Institutions 4822 Madison Yards Way Madison, WI 53705 (608) 261-7577

**EXHIBIT B**  
**FRANCHISE AGREEMENT**



SUMMARY PAGE	
1. Franchisee	_____
2. Initial Franchise Fee	\$ _____
3. Business Location	_____
4. Territory	Set forth on <u>Attachment 1</u> .
5. Opening Deadline	90 days after Effective Date
6. Principal Executive	_____

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- Attachment 6 – Franchisee Disclosure Questionnaire

## FRANCHISE AGREEMENT

This Agreement is made between Mobility Plus Systems, LLC, an Illinois limited liability company (“MPS”), and Franchisee, effective as of the date signed by MPS (“Effective Date”).

**Background Statement:** MPS and its affiliate have created and own a system (the “System”) for developing and operating a business that sells, rents, installs and services stair lifts, scooters, ramps, vertical lifts, scooter lifts and other mobility-related products and services for residential use under the trade name “Mobility Plus”. The parties desire that MPS license its trademarks and the System to Franchisee to operate a Mobility Plus business (the “Mobility Plus Business”) on the terms and conditions of this Agreement.

**1. Grant; Territory.** MPS grants to Franchisee the right to operate a Mobility Plus business. Franchisee shall operate the Mobility Plus Business for the entire term hereof. Franchisee may operate the Mobility Plus business anywhere in the territory set forth on Attachment 1 hereto (the “Territory”). Franchisee shall not serve customers outside of the Territory without MPS’s prior written permission. MPS may withdraw permission at any time. Franchisee shall not operate in any area which MPS now or in the future reserves to another franchisee as an exclusive territory. As long as this Agreement is in force and effect and you are not in default under any of the terms of this Agreement and subject to the rights reserved by MPS in this Section 1 below, MPS shall not establish, nor license the establishment of, another Mobility Plus business which serves customers located in the Territory. This prohibition does not apply to any Mobility Plus Business operating on the date of this Agreement. However, MPS retains the right to: (i) serve (or authorize other franchisees to serve) customers in the Territory if Franchisee is in default, or if Franchisee is incapable of meeting customer demand in the Territory (in MPS’s reasonable opinion); (ii) serve (or authorize other franchisees to serve) a particular customer in the Territory if Franchisee fails to properly serve such customer or if MPS reasonably believes that Franchisee will not properly serve such customer; (iii) establish and license others to establish and operate Mobility Plus Businesses outside the Territory; (iv) operate and license others to operate businesses anywhere that do not sell the same or similar goods or services under the same or similar trademarks or service marks as a Mobility Plus Business; and (v) sell and license others to sell Mobility Plus products and services to customers in the Territory through channels of distribution (including the internet) using the Marks (defined below) (“Alternate Distribution Channels”) so long as such products and services are not provided through a Mobility Plus outlet in the Territory, and are different from the products and services provided by Franchisee. MPS may set policies binding on all franchisees regarding soliciting, marketing, and serving customers in another franchisee’s territory, and MPS may waive or modify such policies in any circumstance as MPS determines. You shall not sell any services or products offered for sale under the System through any Alternative Distribution Channels.

**2. Full Term Performance.** You specifically agree to, for the full term of this Agreement, operate the Mobility Plus Business at the location identified on Attachment 1 hereto: (1) perform the obligations of this Agreement; (2) continuously exert your best efforts to promote and increase the sales and services of the Mobility Plus Business within the Territory; (3) effect the widest and best possible distribution of the sale of Mobility Plus products and services; (4) solicit



potential customers for Mobility Plus products and services within the Territory; and (5) participate in all referral programs, lead generation programs, partnership programs, and other revenue generation programs which may be added in the future.

### 3. Showroom.

(a) Requirement. No later than nine months after the Effective Date, Franchisee must open and continuously operate a showroom for meeting customers and demonstrating products (the “Showroom”). Upon request, MPS will review and advise Franchisee regarding potential locations submitted by Franchisee to MPS. MPS will approve or reject the potential location within 30 days. Prior to opening the Showroom, Franchisee may operate the Mobility Plus Business from home (if permitted by law). **MPS’s advice regarding or acceptance of a site is not a representation or warranty that the Mobility Plus Business will be successful.**

(b) Location. The Showroom must be in the Territory. Franchisee shall submit its proposed Showroom to MPS for acceptance, with all related information MPS may request. If MPS does not accept the proposed Location in writing within 30 days, then it is deemed rejected. Franchisee must at all times comply with its lease for the Showroom premises.

(c) Appearance. The Showroom must at all times comply with System Standards for appearance and design, including without limitation construction, decoration, layout, furniture, fixtures and signage. Franchisee shall at all times keep the Mobility Plus Business in a neat and clean condition and perform all appropriate maintenance.

(d) Lease of Showroom. Any lease for the Showroom must be approved by us before it is executed by you and we can require that certain terms and provisions be included in the lease. Our approval of the lease shall be conditioned upon: (i) collateral assignment of the lease by you to us with the lessor’s consent, by execution of the Collateral Assignment of Lease and Consent to Assignment attached hereto as Attachment 3 (the assignment may be exercised only upon your default under the lease or this Agreement or the expiration or termination of this Agreement); and (ii) inclusion in the lease of terms required by us, including but not limited to the following: (i) have a term, with initial and renewal terms, at least equal to the initial term of this Agreement; (ii) provides that the lessor shall give written notice to us (concurrently with you) of any default by you under the lease, and will give us an additional fifteen (15) days to cure any default not cured by you during the cure period and assign the lease to us if defaults are cured by us; (iii) permits the use on the lease premises of all signs required by us for Mobility Plus franchises, subject to applicable local laws, codes and ordinances; (iv) provides that on expiration or termination of your Franchise Agreement, we may enter the leased premises and remove all signs, sign-faces and other items identifying Marks; (v) provides that the Premises will only be used for the operation of a Mobility Plus Business; and (vi) provides that the lessor will not lease other premises in the same building or shopping center to a competing business.

(e) Relocation. If you need to relocate the business for reasons other than your breach of your existing lease for the business, MPS will grant you the right to relocate to another site within the Territory that meets our current specifications and standards for franchisees. You must obtain our written approval before relocating and you must continue to operate the Mobility Plus Business at all times during the relocation.

(f) Fixtures, Furniture, Equipment and Signage. You agree to purchase and install, at your expense, all fixtures, furniture, equipment (including required computer systems) and signs we may direct from time to time and to purchase and use in the development and operation of the business only fixtures, furniture, equipment and signs from approved suppliers and/or that meet our standards and specifications.

(g) Designated Showroom Manager. The Showroom must at all times have a designated showroom manager (“Designated Showroom Manager”), which may be you or another individual you designate. Franchisee’s appointment of a Designated Showroom Manager must be approved in writing by MPS. The Designated Showroom Manager must complete the initial training program to MPS’s satisfaction. The Designated Showroom Manager shall devote his or her full time and best efforts to the personal supervision and conduct of the Mobility Plus Business. If a Designated Showroom Manager approved by MPS is no longer serving as Designated Showroom Manager, Franchisee shall provide written notice of same to MPS within seven (7) days of the last day of service of the Designated Showroom Manager. Within three (3) months of the last day of service of the former Designated Showroom Manager, Franchisee shall have appointed another person who has been approved in writing by MPS as Designated Showroom Manager and such Designated Showroom Manager shall have completed MPS’s training program. In the event that Franchisee fails to notify MPS of the termination of employment of the Designated Showroom Manager and/or does not have an approved, trained Designated Showroom Manager in place within the required three (3) month period, Franchisee shall be in default of this provision and shall be obligated to pay a non-compliance royalty in the amount of one percent (1%) of Net Sales from the date of the default until Franchisee has fully complied with the requirements herein relating to the Designated Showroom Manager. Franchisee’s payment of non-compliance royalties shall not be considered a cure of the non-compliance default, and MPS’s acceptance of such royalties shall be without prejudice to taking any other action based on the defaults, including but not limited to, termination of this Agreement.

**4. Term, Renewal, and Non-Renewal.** This Agreement commences on the Effective Date and continues for five years. Franchisee may enter into successor agreements for up to two additional periods of five years each, subject to the following conditions prior to each expiration: (i) Franchisee notifies MPS of the election to renew between 90 and 180 days prior to the end of the term; (ii) Franchisee is in compliance with this Agreement; (iii) Franchisee executes MPS’s then-current standard form of franchise agreement, which may be materially different than this form (including, without limitation, higher and/or different fees), except that Franchisee will not pay another initial franchise fee and will not receive another renewal or successor term; (iv) Franchisee pays MPS a renewal fee of \$5,000; and (v) Franchisee and each owner of Franchisee (an “Owner”) executes a general release (on MPS’s then-standard form) of any and all claims against MPS, its affiliates, and their respective owners, officers, directors, agents and employees. Within sixty (60) days of our receipt of your notice of election to renew, we agree to give you written notice of whether you have met the conditions for renewal and any deficiencies in your operation or historical performance with your Mobility Plus Business which could cause us not to renew the Franchise. Renewal of the Franchise will be conditioned on your continued compliance with all the terms and conditions of this Agreement up to the date of expiration and timely correction of any deficiencies. If we send a notice of non-renewal it will state the reasons for our refusal to renew. If we do not give you a deficiency notice within sixty (60) days after

receipt of your renewal notice, or if we do not give you notice of our decision not to renew the Franchise six (6) months before the expiration of the term of this Agreement, we may extend the term of this Agreement for any period of time necessary in order to provide you reasonable time to cure the deficiencies or to provide the six (6) month non-renewal notice required under this Agreement. You have no right to continue to operate the Mobility Plus Business after the expiration of the initial term of this Agreement unless you are granted a renewal Franchise in accordance with this Section 4. If we permit you to continue to operate the Mobility Plus Business after the expiration of the initial term of this Agreement but before the execution of a renewal Franchise Agreement as required by this Section 4, then the temporary continuation of the Mobility Plus Business will be on a month-to-month basis, and will be terminable at the will of MPS by giving you written notice of termination at least thirty (30) days before the termination is effective. If the laws of the jurisdiction in which you or the Mobility Plus Business are located require a longer notice period, the thirty-day period will be deemed modified to the shortest notice period required by the laws of such jurisdiction.

## **5. Fees.**

(a) Initial Franchise Fee. Upon signing this Agreement, Franchisee shall pay an initial franchise fee in the amount set forth on the Summary Page. This fee is not refundable.

(b) Royalty Fee. Franchisee shall pay MPS a monthly royalty fee (the “Royalty Fee”) an amount equal to 6% of Gross Sales per month. Notwithstanding the foregoing, after the first anniversary of the Effective Date, Franchisee shall pay MPS a monthly minimum Royalty Fee of \$1,000 per month. “Gross Sales” means the total receipts of all money or property of any kind, for or in connection with the services rendered by you at the Showroom and any other location, and any products sold, directly or indirectly, in connection with the Mobility Plus Business. The term shall be deemed to include checks, drafts, money orders, credit card payments, and all other instruments and forms of payment whether or not the same are postdated or are later dishonored or rescinded or payment is stopped thereon. Gross Sales will be deemed received for purposes of this Agreement on the date that payment in whatever form is actually collected and received by the Mobility Plus Business. The term shall not include applicable sales, use, or service taxes collected from customers and paid to the appropriate taxing authority.

(c) Technology Fee. Beginning 30 days after Franchisee completes the initial training program, Franchisee shall pay a monthly technology fee (the “Technology Fee”). As of the date of this Agreement, the Technology Fee is \$199 per month. MPS will give Franchisee a personalized website, online storefront, QuickBooks Online Plus (but not additional QuickBooks services such as payroll, which would be at Franchisee’s cost), Microsoft Office Online, and a branded email account. MPS reserves the right to alter the products and services provided for the Technology Fee. MPS reserves the right to increase the Technology Fee to reflect its costs and expenses. MPS may include administrative and overhead costs in the Technology Fee and does not guaranty that the Technology Fee will be pass-through of out-of-pocket expenses by MPS. If Franchisee opens additional Showrooms in its Territory, Franchisee understands that it must pay the monthly technology fee for each Showroom.

(d) Marketing Fund Contribution. MPS may but is not obligated to establish a marketing fund to advertise Mobility Plus (“Marketing Fund”). If MPS establishes a Marketing Fund,

Franchisee shall pay MPS a contribution to the Marketing Fund (the “Marketing Fund Contribution”) of up to two percent (2%) of Franchisee’s Gross Sales (or such lesser amount as MPS determines), at the same time as the Royalty Fee. MPS will give you at least sixty (60) days written notice before increasing or decreasing the percentage of the Marketing Fund Contribution.

(e) Designated Showroom Manager Training Fee. If Franchisee sends a designated showroom manager to MPS’s training program after opening the Mobility Plus Business, Franchisee shall pay MPS’s then-current training fee. As of the date of this Agreement, the training fee is \$7,500 per person. MPS does not train Franchisee’s technicians.

(f) Payment Terms – Collection by MPS. For business customers and customers referred by a VA Medical Center, Franchisee authorizes MPS to deduct the Royalty Fee, the Marketing Fund Contribution and any other amounts owed to MPS from amounts MPS receives from customers referred by Franchisee.

(g) Payment Terms – Collection by Franchisee. Franchisee shall collect payment for work performed for residential customers (other than VA Medical Center referrals). For such collections:

- i. Method of Payment. Franchisee shall pay the Royalty Fee, the Marketing Fund Contribution and any other amounts owed to MPS by Electronic Funds Transfer (as described in Section 5(h) below) or in such other manner as MPS may require.
- ii. Calculation of Fees. Franchisee shall report monthly Gross Sales to MPS by the 5th day of the following month.
- iii. Late Fees and Interest. If Franchisee does not make a payment on time, Franchisee shall pay a \$100 “late fee” plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law).
- iv. Costs of Collection. Franchisee shall repay any costs incurred by MPS (including reasonable attorney fees) in attempting to collect payments owed by Franchisee.
- v. Application. MPS may apply any payment received from Franchisee to any obligation and in any order as MPS may determine, regardless of any designation by Franchisee.
- vi. Obligations Independent; No Set-Off. The obligations of Franchisee to pay to MPS any fees or amounts described in this Agreement are not dependent on MPS’s performance and are independent covenants by Franchisee. Franchisee shall make all such payments without offset or deduction.

(h) Electronic Funds Transfer. You must make the monthly payments for the royalty fees, Marketing Fund contributions, technology fees, and any and all other fees that may become due and payable to us hereunder by either electronic transfer or electronic debiting of your business account, or in any other manner that MPS may hereinafter designate. Upon the execution of this Agreement, you must execute the electronic funds transfer authorization form attached to this

Agreement as Attachment 2, and thereafter and shall execute any other documents as may be required from time to time by MPS to permit MPS to electronically transfer funds or debit your account for the purpose of making the required payments. You may not make any change in your banking relationships, including any change in the account number of your business account, or any change in banks, without our prior written approval and your execution of new authorization forms. On or before the date we specify, you must submit to us in the form and manner we specify a statement of Gross Revenues for the previous month. Payments of the royalty fee, Marketing Fund contributions, technology fees, and any other fees due for each calendar month will be transferred on the fifth (5th) day of the following calendar month based on the Gross Revenues for the previous calendar month reported by you. You agree to make the funds available for withdrawal by electronic transfer or debiting before the fifth (5th) day of each calendar month. If at any time a withdrawal is made and you do not have sufficient funds in the account, you must pay us an insufficient funds fee in the amount of Fifty Dollars (\$50.00). If you fail to submit a report of the Gross Revenues of your Mobility Plus Business and we do not have access to this information, we may transfer or debit from your account an amount which is one hundred twenty percent (120%) of the last amount we transferred for payment of monthly royalty fees, Marketing Fund contributions, and any other continuing fees. If the amount of the royalty fees and Marketing Fund contributions we transferred is less than the amount that you actually owe to us (once we have determined the true and correct Gross Revenues of the Mobility Plus Business), MPS will transfer from your account the balance of the royalty fee, Marketing Fund contribution, technology fees, and other fees due. If the amount transferred from your account is greater than the royalty fees, Marketing Fund contributions and other fees actually owed, MPS will credit the excess against the next transfer for royalty fees, Marketing Fund contributions and other fees due.

## **6. Customer Orders and Fulfillment.**

- (a) Products Offered. Franchisee shall market, offer and sell or rent stair lifts, scooters, ramps, vertical lifts, scooter lifts and other mobility-related products from MPS's approved manufacturers. MPS may add or remove products (or categories of products at any time). MPS does not guaranty that all products are available at all times or in all locations. Franchisee shall offer all products and services, and only those products and services, from time to time prescribed by MPS in the Manual or otherwise in writing.
- (b) Evaluations. Franchisee must perform home evaluations for products that require installation. If the product is customized (e.g. modular ramps, vertical platform lifts, curve stair lifts), Franchisee may request Mobility Plus to assist with the evaluation. Mobility Plus may charge a fee to Franchisee for evaluation completion.
- (c) Sales Agreements and Prices. Franchisee shall use MPS's form to create sales agreements between MPS and the customer. Franchisee retains the discretion to determine the price paid by the customer, provided it will not offer or accept a price lower than minimums determined by MPS. Notwithstanding the foregoing, Franchisee will charge the prices set by MPS for regional and national accounts established by MPS.
- (d) Installations and Service. Franchisee will be responsible for scheduling installation or delivery with customers, and for supplying, installing, and servicing the stair lifts, scooters,

ramps, vertical lifts, scooter lifts and other mobility-related products. Franchisee shall install (or caused a third-party contractor to install) all mobility-related products in strict accordance with the manufacturer's recommendations, industry best practices, and any applicable brand standards determined by MPS.

## **7. Assistance.**

- (a) Manual. MPS shall make its confidential Manual (the "Manual"), a collection of digital resources, available to Franchisee.
- (b) Pre-Opening Specifications and Vendors. To the extent not included in the Manual, MPS shall provide Franchisee with (i) applicable System Standards and other specifications as MPS deems appropriate (which may include specifications regarding inventory, supplies, materials, and other matters), and (ii) MPS's lists of approved and/or required vendors.
- (c) Pre-Opening Training. MPS shall make available its standard pre-opening training to Franchisee's Principal Executive set forth on the Summary Page and up to one other employee, at MPS's headquarters, at another location designated by MPS, and/or by video conference, in each case as determined by MPS. MPS shall not charge any fee for this initial training. Franchisee is responsible for its own travel, hotels, meals, and other out-of-pocket expenses.
- (d) Pre-Opening Materials, Equipment, Marketing Materials, and Showroom Setup. Before Franchisee opens, MPS or its affiliate will sell the items for Franchisee's showroom setup (products, brochures, and pictures) to Franchisee. Franchisee must purchase these items from MPS. MPS will provide Franchisee with a tablet, physical marketing materials, and four uniforms without charge.
- (e) Advice, Consulting, and Support. If Franchisee requests, MPS will provide advice to Franchisee (by telephone or electronic communication) regarding improving and developing Franchisee's business, and resolving operating problems Franchisee encounters, to the extent MPS deems reasonable. If MPS provides in-person support in response to Franchisee's request, MPS may charge its then-current fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).
- (f) Pricing. MPS will inform Franchisee of MPS' base pricing for products and services. Upon request, MPS will provide recommended prices for Franchisee to charge customers. Notwithstanding the foregoing, Franchisee will charge the prices set by MPS for regional and national accounts established by MPS.
- (g) Procedures. MPS will provide Franchisee with MPS's recommended administrative and bookkeeping procedures. MPS may make any such procedures part of required (and not merely recommended) System Standards.
- (h) Marketing. If MPS establishes a Marketing Fund, MPS will manage the Marketing Fund.
- (i) On-Site Start-Up Assistance Upon Request. Around the time of the opening of your Mobility Plus Business, if you request and at your expense, MPS will send one of our representatives to your Territory to provide on-site opening assistance at the Showroom. We, in our

discretion, will determine when the on-site assistance and training will take place and how long it will last. You shall pay us our then-current daily fee for such on-site assistance, and you will be responsible for all expenses, including, without limitation, travel, room, and board, incurred by our representative in traveling to your Territory.

**8. Training.** Franchisee's Principal Executive must complete MPS's training program for new franchisees to the satisfaction of MPS prior to commencing the Mobility Plus Business. MPS may at any time require that the Principal Executive and/or any other employees complete training programs, in any format and in any location determined by MPS. After Franchisee opens for Mobility Plus Business, Franchisee may hire a new designated showroom manager(s) who must successfully complete MPS's training program to the satisfaction of MPS. MPS will charge the fee set forth in Section 4(e) for any such replacement or additional training programs. MPS may require Franchisee to provide training programs to its employees. If a training program is held at a location which requires travel by the Principal Executive or any other employee, then Franchisee shall pay all travel, living and other expenses.

**9. Opening Date.** Franchisee shall commence operating the Mobility Plus Business to the public by the date set forth on the Summary Page. Notwithstanding the foregoing, you agree not to open your Mobility Plus Business for business until: (1) your obligations under Section 3 have been fulfilled; (2) your Principal Executive has completed MPS's training program for new franchisees to the satisfaction of MPS; (3) you have furnished us with evidence of insurance coverage required by Section 15; (4) you have furnished us with evidence that you have met all licensing requirements applicable to the Mobility Plus Business; (5) you have established an entity to operate the Mobility Plus Business; and (6) we have provided you with written consent to open.

**10. Compliance with Manual, System Standards, and Laws.** Franchisee shall at all times and at its own expense comply with all mandatory obligations contained in the Manual and all other System Standards. "System Standards" means, as of any given time, the then-current mandatory procedures, requirements, and/or standards of the System as determined by MPS, which may include without limitation, any procedures, requirements and/or standards for appearance, business metrics, customer service, data protection and privacy, design (such as construction, decoration, layout, furniture, fixtures, and signs), equipment, inventory, marketing and public relations, operating days, operating hours, presentation of Marks, product and service offerings, reporting, safety, technology (such as computers, computer peripheral equipment, smartphones, point-of-sale systems, back-office systems, information management systems, backup and archiving systems, communications systems, payment acceptance systems, and internet access, as well as upgrades, supplements, and modifications thereto), temporary operational changes due to special circumstances (such as a pandemic), uniforms, and vehicles. Franchisee and the Mobility Plus Business shall comply with all laws and regulations. Franchisee and the Mobility Plus Business shall obtain and keep in force all governmental permits and licenses necessary for the Mobility Plus Business.

(a) Operating Hours. If on more than one occasion Franchisee either closes its Showroom on any day or if the Showroom is not open and operating for (i) forty (40) hours in one week or (ii) all of the hours set forth in the Manual on any given day, thereafter Franchisee shall pay to MPS a non-compliance fee in the amount of Five

Hundred Dollars (\$500.00) for each occurrence of closure or failure to be open and operational during all of the required hours. The non-compliance fee shall be due to MPS on demand and there is no limitation on the number of times the fee can be imposed for non-compliance. The fee shall not be imposed if Mobility Plus Business is closed for a reason set forth in Section 40(f) of this Agreement.

**11. Department of Veterans Affairs.** If there is a VA Medical Center near Franchisee's headquarters, MPS reserves the right to manage the relationship between the Mobility Plus system and the VA Medical Center. MPS reserves the right to handle all billing and collection of invoices payable by the VA Medical Center. If MPS does so, MPS will remit payments by the VA Medical Center to Franchisee within 30 days of receipt, less any fees (including the Royalty Fee) owed by Franchisee and any out-of-pocket costs (including any bank charges or credit card fees) incurred by MPS. MPS does not guaranty that the VA Medical Center will refer any business to Franchisee.

**12. National Accounts.** MPS may, but are not obligated to, develop various National Accounts under a National Accounts Program in addition to our Department of Veterans Affairs program. We, in our sole discretion, shall determine the best method of pursuing, negotiating with and servicing National Accounts, and shall establish the terms for each National Account contract in its sole discretion, based on the needs of the National Account and its customers, MPS, the System and the MPS franchisees. A "National Account" as used herein is a business, institution, governmental agency or other person or entity that either itself or through common ownership, association or independent contractors, has multiple locations in a number of geographic areas that fall within multiple franchise territories, has ongoing demands for services and products that in a number of geographic areas or that exceed the capability of any single franchised business, and/or prefers a single contact in order to control pricing, billing, customer satisfaction, and/or similar requirements. In order to participate in the National Accounts Program, you must (i) be and remain in compliance under this Agreement, and (ii) comply with our published standards, policies and procedures for participation in the National Accounts Program as they may be modified and supplemented from time to time. Further, in order to provide services to a particular National Account, you must comply with the requirements of that particular National Account. You shall have the right to decline participation in the National Accounts Program or with respect to a particular National Account. Regardless of any other provisions of this Agreement, we grant to you no territorial rights of any kind whatsoever in connection with the National Accounts Program. You agree that we and third parties designated by us may solicit prospective National Accounts located within your Territory in order to develop them as National Accounts. Further, in the event that you decline to participate in the National Accounts Program, decline to service any National Account location within your Territory, or are prohibited from providing services to the National Account location within your Territory pursuant to the standards, policies and procedures of the National Accounts Program or the requirements of a particular National Account, MPS, its affiliates or designated agents or other Mobility Plus franchisees may provide services at National Account locations or to National Account customers located within your Territory without violating your rights to the Territory. You shall not be entitled to any compensation with respect to services provided to any National Account location or customer within your Territory after you have declined to provide such service or you are prohibited to provide such services pursuant to the standards, policies and procedures of the National Accounts Program or the contract with any particular National



Account. If MPS will be providing administrative, billing and/or collection services with respect to any National Account, we have the right to charge you a reasonable administrative fee for such services.

**13. Personnel.** Franchisee expressly acknowledges that MPS is not Franchisee's employer or an employer of any of Franchisee's employees. In addition, MPS is not a joint employer with Franchisee. Franchisee acknowledges that MPS's training, guidance, advice and assistance, the Franchisee's obligations under this Agreement and the standards and specifications required by MPS hereunder and in the Manual are imposed not for the purpose of exercising control over Franchisee but rather for the limited purpose of protecting the Marks and System, goodwill and brand consistency. Franchisee shall notify and communicate clearly with its employees in all dealings, including without limitation, employment applications and other employment forms, written and electronic correspondence, paychecks, employee handbooks, employment policies and procedures, and other written materials that Franchisee (and only Franchisee) is their employer and that MPS is not their employer. Franchisee is solely responsible for the management of the Mobility Plus Business as an independent franchise owner/operator.

**14. Vehicles.** Franchisee shall ensure that all vehicles used in the Mobility Plus Business comply with all applicable System Standards, including without limitation required equipment and exterior décor. Franchisee shall obtain MPS's prior approval before acquiring any particular vehicle for the Mobility Plus Business. Franchisee must obtain an approved vehicle within 90 days after the Effective Date. Franchisee shall keep all vehicles in excellent or better repair, clean, and free of dents and other damage, and shall ensure that the vehicles presents a first-class image appropriate to MPS's System. Franchisee shall use the vehicle solely for the Mobility Plus Business.

**15. Insurance.** Franchisee shall obtain and maintain insurance policies in the types and amounts as specified by MPS from time to time. All insurance policies must name us and our affiliates (including Mobility Plus LLC) as an additional insured, and must provide that MPS will receive thirty (30) days prior written notice of termination, expiration or cancellation of any such policy. All insurance policies required by this section must provide cross liability coverage. You waive all rights of subrogation against us for damages to the extent paid by insurance, except such rights as you may have to insurance proceeds. MPS may reasonably increase the minimum liability protection requirement annually and we have the right to require at any time on reasonable prior notice to you different or additional kinds of insurance to reflect inflation, changes in standards of liability or higher damage awards in public, product, or motor vehicle liability litigation or other relevant changes in circumstances. You must submit to us prior to opening your Mobility Plus Business and annually thereafter a copy of the certificate of or other evidence of such insurance policy and all renewals or extensions. If you at any time fail or refuse to maintain in effect any insurance coverage we require, or to furnish satisfactory evidence of such coverage, we at our option and in addition to our other rights and remedies under this Agreement, may obtain such insurance coverage on your behalf, and you agree to promptly execute any applications or other forms or instruments required to obtain any such insurance, allow any inspections of the Showroom which are required to obtain or maintain the insurance and pay to us, on demand, any costs and premiums incurred by us plus an administrative fee of ten percent (10%). Your obligations to obtain and maintain the insurance described above is not limited in any way by reason of any insurance

maintained by us, nor will your performance of such obligations relieve you of any obligations under Section 37 of this Agreement.

**16. Meetings.** Franchisee shall use reasonable efforts for the Principal Executive and/or Designated Showroom Manager to attend all in-person meetings and remote meetings (such as telephone or video conference calls) that MPS requires, including any national or regional brand conventions. Franchisee must obtain MPS's approval of any absences from required meetings. Franchisee must not fail to attend more than three consecutive required meetings. If MPS holds an Annual Conference for franchisees, the Principal Executive must attend MPS's Annual Conference each time it is held during the term of this Agreement, unless we agree in writing that you will not be required to attend in our sole discretion. You are responsible for all travel expenses incurred by you in attending the conference. This provision shall not obligate MPS to hold an Annual Conference of franchisees each year. Any failure to attend any Annual Conference during the term of this Agreement shall be a material breach of the Agreement.

**17. Identification.** Franchisee must identify itself as the independent owner of the Mobility Plus Business in the manner prescribed by MPS. If Franchisee is an entity, the entity shall not own or operate any other business except Mobility Plus businesses. Franchisee shall not engage a third-party management company to manage or operate the Mobility Plus Business without the prior written approval of MPS, which will not be unreasonably withheld.

**18. Suppliers.** Franchisee shall acquire all goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, or comparable items related to establishing or operating the Mobility Plus Business ("Inputs") required by MPS from time to time in accordance with System Standards. MPS may require Franchisee to purchase or lease any Inputs from MPS, from MPS's designee, from particular vendors, and/or under MPS's specifications. Currently, Franchisee must purchase all customer products and inventory through MPS's affiliate, Mobility Plus, LLC. MPS may change any such requirement or change the status of any vendor. To make such requirement or change effective, MPS shall issue the appropriate System Standards. Franchisee acknowledges that Franchisee may only sell or rent stair lifts, scooters, ramps, vertical lifts, scooter lifts and other mobility-related products from vendors approved by MPS. MPS is not required to approve more than one vendor for each category of mobility-related product. MPS may implement a centralized purchasing system and negotiate prices and terms with vendors on behalf of the System. MPS may receive rebates or payments from vendors in connection with purchases by franchisees. MPS may establish a purchasing cooperative and require Franchisee to join and participate in the purchasing cooperative on such terms and conditions as MPS may determine. MPS shall not have any liability to Franchisee for any claim or loss related to any product provided or service performed by any vendor, including without limitation defects, delays, or unavailability of products or services. Franchisee shall pay all suppliers on a timely basis.

**19. Marketing.**

(a) General. Franchisee shall not use any marketing materials or campaigns (including point-of-sale materials, advertising, social media marketing, and sponsorships) that have not been approved by MPS. Franchisee shall implement any marketing plans or campaigns determined by MPS. MPS may use any marketing materials or campaigns developed by or on

behalf of Franchisee, and Franchisee hereby grants an unlimited, royalty-free license to MPS for such purpose. MPS has the exclusive right to conduct and manage all marketing and commerce on the internet or other electronic medium, including all websites and “social media” marketing.

(b) Digital Marketing. MPS or its Affiliate may, in its sole discretion, establish and operate social media accounts (such as Facebook, Twitter, Instagram, etc.), applications, keyword and ad word purchasing programs, accounts with websites featuring gift certificates or discounted coupons (such as Groupon, Living Social, etc.), mobile applications or other means of digital advertising on the Internet or any other communications network (collectively “Digital Marketing”) that are intended to promote the Marks and Mobility Plus Businesses. MPS and its Affiliate will have the sole right to control all aspects of Digital Marketing, including those related to your Mobility Plus Business. Unless we consent otherwise in writing, you may not, directly or indirectly, conduct or be involved in any Digital Marketing that uses the Marks or is related to your Mobility Plus Business. If we do give you written consent to conduct any Digital Marketing, you must do so in compliance with this Agreement and any specifications, standards, policies or procedures MPS may issue from time to time on Digital Marketing.

(c) Marketing Fund. Recognizing the value of advertising and the goodwill and public image of the Mobility Plus Businesses, MPS will administer a Marketing Fund for the franchise system (the “Marketing Fund”) for such marketing, advertising and promotional programs as we, from time to time deem appropriate in our sole discretion. In Section 5(d), you agreed to contribute to the Marketing Fund. MPS will be entitled to direct all advertising, marketing and promotional programs financed by the Marketing Fund, with sole discretion over the creative concepts, materials, and endorsements used in them, and the geographic, market, and media placement and allocation of the programs. You agree that the Marketing Fund may be used to pay the costs of preparing and producing video, audio, written and electronic advertising materials; administering national, regional or local advertising and promotional programs including, without limitation, direct mail, social media and other media advertising; establishing and maintaining a website for the franchise system; supporting public relations, market research and marketing activities; providing advertising, marketing and promotional materials or content to the Mobility Plus franchises; employing advertising or public relations agencies to assist in any of the activities of the Marketing Fund; and other brand development activities. The Brand Fund will furnish you with approved advertising, marketing and promotional materials on the same terms and conditions as such materials are furnished to other Mobility Plus franchises.

(i) Marketing Fund Account. The Marketing Fund will be a separate and distinct account, and will be accounted for separately from the other funds of MPS and will not be used to defray any of our general operating expenses, except for any reasonable salaries, administrative costs and overhead MPS may incur in activities reasonably related to the administration of the Marketing Fund and its advertising, marketing and promotional programs (including, without limitation, conducting market research, preparing advertising, marketing and promotional materials, and collecting and accounting for contributions to the Marketing Fund). MPS may spend in any fiscal year an amount greater or less than the total contribution of the Mobility Plus franchises to the Marketing Fund in that year. MPS may cause the Marketing Fund to borrow from us or other lenders to cover deficits of the Marketing Fund or cause the Marketing Fund to invest any surplus for future use by the Marketing

Fund. All interest earned on monies contributed to the Marketing Fund will be used to pay advertising, marketing, and promotional costs of the Marketing Fund before other assets of the Marketing Fund are expended. MPS will prepare an annual statement of monies collected and costs incurred by the Marketing Fund and will make it available to the Mobility Plus franchisees upon request.

(ii) No Liability or Obligation by MPS. You understand and acknowledge that the Marketing Fund is intended to maximize recognition of the Marks and patronage of the Mobility Plus Businesses. Although we will endeavor to use the Marketing Fund to develop advertising, marketing and promotional material, to place advertising and engage in other brand development activities in a manner that will benefit all the Mobility Plus franchisee, we undertake no obligation to ensure that expenditures by the Marketing Fund in or affecting any geographic area are proportionate or equivalent to contributions to the Marketing Fund by the Mobility Plus franchisees operating in that geographic area or that any the Mobility Plus franchisee will benefit directly or in proportion to their contribution to the Marketing Fund from the development of advertising, marketing and promotional materials or the placement of advertising. Except as expressly provided in this Section 19(c), we assume no direct or indirect liability or obligation to you with respect to the maintenance, direction, or administration of the Marketing Fund. MPS shall prepare an unaudited annual financial statement of the Marketing Fund within 120 days of the close of MPS's fiscal year and shall provide the financial statement to Franchisee upon request.

(iii) Right to Discontinue Marketing Fund. We have the right to discontinue or to reestablish the Marketing Fund. In the event we discontinue the Marketing Fund, we will distribute all unspent amounts existing in the Marketing Fund on the date of discontinuance to franchisees in proportion to their respective contributions for the most recent twelve (12) months.

(iv) No Obligation to Contribute by MPS. MPS is not obligated to (i) have all other Mobility Plus Businesses (whether owned by other franchisees or by MPS or its affiliates) contribute to the Marketing Fund, or (ii) have other Mobility Plus Businesses that do contribute to the Marketing Fund contribute the same amount or at the same rate as Franchisee.

**20. Systems.** Franchisee shall use such customer data management, sales data management, administrative, bookkeeping, accounting, and inventory control procedures and systems as MPS may specify in the Manual or otherwise in writing. Franchisee shall give MPS unlimited access to Franchisee's point of sale system and other software systems related to the operation of the Mobility Plus Business, by any means designated by MPS. If MPS provides email accounts and/or other communication systems to Franchisee, then Franchisee acknowledges that it has no expectation of privacy in the assigned email accounts and other communications systems and authorizes MPS to access such communications. MPS reserves the right to access information and data pertaining to the Mobility Plus Business produced by and/or stored on Franchisee's computer system. Franchisee shall be solely responsible for protecting Franchisee's Point-of-Sale System and computer systems from viruses, computer hackers and other computer-related

and technology-related problems, and Franchisee releases MPS from all claims it may have as result of viruses, hackers or other computer-related or technology-related problems. As technology advances, Franchisee must comply with MPS's requirements, as described in the Manual or via Policy Statement, in order for MPS to be able to communicate with Franchisee.

**21. Reports.** Franchisee shall provide such periodic financial reports as MPS may require in the Manual or otherwise in writing. Franchisee shall submit to MPS such other financial statements, reports, records, copies of contracts, documents related to litigation, tax returns, copies of governmental permits, and other documents and information related to the Mobility Plus Business as specified in the Manual or that MPS may reasonably request.

**22. Business Records.** Franchisee shall keep complete accurate books and records reflecting all expenditures and receipts of the Mobility Plus Business, with supporting documents (including, but not limited to, payroll records, payroll tax returns, register receipts, production reports, sales invoices, bank statements, deposit receipts, cancelled checks and paid invoices) for at least three years. Franchisee shall keep such other business records as MPS may specify in the Manual or otherwise in writing. MPS may examine and audit all books and records related to the Mobility Plus Business, and supporting documentation, at any reasonable time. If an understatement of Gross Sales for any month is determined by any such examination or audit to be greater than two percent (2%), you agree to reimburse us for the cost of such audit or examination, including, without limitation, the charges of any independent accountants and the travel expenses, room and board and compensation of our employees. The foregoing remedies are in addition to all other remedies and rights MPS may have under this Agreement or any applicable law.

**23. Manual; Modification.** The Manual, and any part of the Manual, may be in any form or media determined by MPS. MPS may supplement, revise, or modify the Manual, and MPS may change, add, or delete System Standards at any time in its discretion. MPS may inform Franchisee thereof by any method that MPS deems appropriate (which need not qualify as "notice" under Section 35). In the event of any dispute as to the contents of the Manual, MPS's master copy will control.

**24. Innovations.** Franchisee shall disclose to MPS all ideas, plans, improvements, concepts, methods, and techniques relating to the Mobility Plus Business (collectively, "Innovations") conceived or developed by Franchisee, its employees, agents or contractors. MPS will automatically own all Innovations and will have the right to use and incorporate any Innovations into the System, without any compensation to Franchisee.

**25. Delegation.** MPS may delegate any duty or obligation of MPS under this Agreement to a third party.

**26. System Variations.** MPS may vary or waive any System Standard for any one or more Mobility Plus franchises due to the peculiarities of the particular site or circumstances, density of population, business potential, population of trade area, existing business practices or any other condition relevant to the performance of a franchise or group of franchises. Franchisee is not entitled to the same variation or waiver.

## 27. Authorized Marks.

(a) Ownership and Goodwill of Marks. You acknowledge that our Affiliate owns the Marks which have been licensed to MPS and that your right to use the Marks is derived solely from this Agreement and is limited to your operation of your Mobility Plus Business pursuant to and in compliance with this Agreement, the System, and all applicable specifications, standards and operating procedures we prescribe from time to time during the term of the franchise. Any unauthorized use of the Marks by you will constitute an infringement of our and our Affiliate's rights in and to the Marks. You acknowledge and agree that all usage of the Marks by you and any goodwill established by your use of the Marks will inure to the exclusive benefit of us and our Affiliate, and that this Agreement does not confer any goodwill or other interests in the Marks on you (other than the right to operate a Mobility Plus Business in compliance with this Agreement). You must not, at any time during the term of this Agreement or after its termination or expiration do any of the following: (1) make any oral or written representation or admission that any of the Marks is in any way invalid or infringes the rights of any person or is open to any other form of attack, (2) contest the validity or ownership of any of the Marks or assist any other person in contesting the validity or ownership of the Marks, or (3) take any action that derogates, tarnishes or dilutes our claimed rights in and to the Marks. All provisions of this Agreement applicable to the Marks will apply to any additional trademarks, service marks, commercial symbols, designs, artwork, and logos MPS may authorize you to use during the term of this Agreement.

(b) Limitations on Your Use of Marks. You agree to use the Marks as the sole identification of your Mobility Plus Business, except that you must display in the manner we prescribe notices to employees, customers, vendors and other third parties identifying yourself as the independent owner of the Mobility Plus Business pursuant to a Franchise Agreement with us. You may not use or register any Mark as part of any entity name or trade name or with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos and additional trademarks and service marks licensed to you under this Agreement), or in any modified form. You may not apply to register or register any Mark in any forum. You may not use any Mark in connection with the sale of any unauthorized product or service or in any other manner we have not expressly authorized in writing. You agree to display the Marks prominently and in the manner we prescribe in operating your Mobility Plus Business, including signs and forms, and in connection with marketing, advertising, and promotional materials. You also agree to use only notices of trademark or service mark registrations and copyrights as we specify and to obtain any fictitious or assumed name or "doing business as" registrations that are required under applicable law.

(c) Website; Use of Marks on the Internet. MPS and its Affiliate have developed a web site (the "Mobility Plus Website") at <https://www.mobilityplus.com/>. The Mobility Plus Website as it may be developed and changed from time to time is the sole property of the MPS's Affiliate. MPS may, but is not obligated to, develop, and maintain for you a page or linked page on the Mobility Plus Website ("Micro-Site"). Access to your Micro-Site is subject to our prior written approval, which MPS may withhold for any reason. You may request content on your Micro-Site, which shall be subject to our prior written approval, which MPS may withhold for any reason.

You shall not obtain or register any domain names/URL addresses for the Internet incorporating the Marks or create, develop, maintain and/or use your own web site on the Internet using any of the marks without our prior written consent. If we do grant consent to the establishment of your own

local website, the website may not be published to the public or content revised without our express written approval. You shall not use any of the Marks on the Internet in any directory listing or advertising without MPS's prior written consent. You shall not make any reference to or any association with the Marks on any social media site, social network, blog, or other on-line venue or in any other manner on the Internet without MPS's prior written consent. If any of the foregoing uses is specifically permitted by MPS, your use must conform completely to all of MPS's applicable standards, policies and procedures as set forth in the Manual or otherwise in writing.

(d) Notification of Infringements and Claims. You agree to notify us in writing within one (1) week of any apparent or suspected unauthorized use of the Marks, any challenge to the validity of the Marks, any challenge to our Affiliate's ownership of, our right to use or license others to use, or your right to use, the Marks or similar trade names, domain names, trademarks, service marks or trade dress, or any claim by any person of any rights in any Mark or any similar trade name, domain name, trademark, service mark or trade dress of which you may become aware. You agree not to communicate with any person except us or our or our Affiliate's attorneys and your attorneys in connection with any such infringement, challenge, or claim. MPS and its Affiliate have sole discretion to take such action as we deem appropriate and the sole right to exclusively control any litigation, U.S. Patent and Trademark Office proceeding, ICANN Uniform Domain Name Dispute Resolution Policy proceeding or other administrative proceeding, arising out of any infringement, challenge or claim or otherwise relating to any Mark. MPS and its Affiliate have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Marks. You agree to sign any and all instruments and documents, provide such assistance and take any action that our or our Affiliate's attorneys say are necessary or advisable to protect and maintain our interests in any such litigation, U.S. Patent and Trademark Office proceeding, ICANN Uniform Domain Name Dispute Resolution Policy proceeding or other administrative proceeding related to the Marks or to otherwise protect and maintain our interests in the Marks. MPS MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE USE, EXCLUSIVE OWNERSHIP, VALIDITY OR ENFORCEABILITY OF THE MARKS.

(e) Discontinuance or Substitution of Marks. If it becomes advisable at any time, in our or our Affiliate's sole discretion, for your Mobility Plus Business to modify or discontinue use of any Mark or for your Mobility Plus Business to use one or more additional or substitute trademarks, service marks, trade names or domain names, you agree to comply with our directions to modify or otherwise discontinue the use of the Mark, or use one or more additional or substitute trademarks, service marks, trade dress or domain names, within a reasonable time after our notice to you at your expense. If we require you to modify or discontinue use of any Mark, we and our Affiliate have no obligations or liability to you for your actual expenditures or other costs you incur in order to comply with this obligation.

(f) Right of Inspection. In order to determine whether you are operating the Mobility Plus Business in compliance with this Agreement and the policies, procedures, standards and specifications in the Manual for the protection of the Marks and to ensure that you are properly employing the Marks in the operation of your Mobility Plus Business, we or our agents shall have the right to enter and inspect your Mobility Plus Business, including but not limited to the Showroom, the operations, and the services being performed at the Showroom and Third Party Sites, including observing programs, classes, camps, parties and field trips, at all reasonable times and without prior

notice to you. We have the right to observe the manner in which you are rendering services and conducting your operations, to interview your employees and customers, to take photographs, and to select equipment and supplies for test of content and evaluation purposes to make certain that the equipment and supplies are satisfactory and meet the quality control provisions and performance standards established by us. We shall also have the right to conduct customer satisfaction surveys. You agree to fully cooperate with our representatives conducting any such inspection.

**28. Types of Confidential Information.** We and our Affiliate possess certain unique confidential and proprietary information and trade secrets consisting of the following categories of information, methods, techniques, products, and knowledge developed by our Affiliate, us and our franchisees: (1) methods, techniques, formats, specifications, procedures, information, systems and knowledge of and experience in the development, operation, and franchising of the Mobility Plus Businesses; (2) sources of supply, purchasing, and methods of providing the services and products sold by Mobility Plus Businesses; (3) knowledge of sales and profit performance of any one or more the Mobility Plus Businesses; (4) knowledge of test programs, concepts or results relating to new services and products; (5) advertising, marketing and promotional programs; (6) equipping of the Showroom; (7) the selection and training of the Mobility Plus Business managers and other employees; (8) the contents of the Manual or other written materials provided to you; (9) any customized software or proprietary software developed by or for us for the System; and (10) all customer information, lists, data and records. All such information will be referred to in this Agreement as "Confidential Information." We will disclose much of the Confidential Information to you, and will do so in furnishing to you the training programs, the Manual, or other materials in written or electronic form and in providing guidance and assistance to you under this Agreement. In addition, in the course of the operation of the Mobility Plus Business and for six (6) months after the termination or non-renewal of this Agreement, you or your employees may develop ideas, inventions, formulas, concepts, methods, techniques or improvements relating to the System or the Mobility Plus Business, you agree to immediately disclose to us any such ideas, inventions, formulas, concepts, methods, techniques or improvements, which we may then authorize you and other the Mobility Plus Businesses to use. You will also assure that any corresponding intellectual property rights (including without limitation any rights in utility or design patents, know-how, trade secrets, trademarks, services marks and copyrights) in such ideas, inventions, formulas, concepts, methods, techniques or improvements will be our property and the title and rights to which shall be legally assigned to us immediately in writing by you, the Owners, your managers and/or employees. All such information developed by you or your employees will be included in the term "Confidential Information," as defined above.

**29. Confidentiality Agreement.** You agree that your relationship with us does not vest in you any interest in the Confidential Information other than the right to use it in the development and operation of the Mobility Plus Business in compliance with this Agreement, and that the use or duplication of the Confidential Information in any other business would constitute misappropriation, an unfair method of competition, a breach of this Agreement and copyright infringement. You acknowledge and agree that the Confidential Information belongs to us, is proprietary information, that also is subject to copyright prosecution, contains trade secrets belonging to us and is disclosed to you or authorized for your use solely on the condition that you agree, and you therefore do agree, that you and your Owners: (1) will not use the Confidential Information in any other business or capacity; (2) will maintain the absolute



confidentiality of the Confidential Information during and after the term of this Agreement; (3) will not make unauthorized copies of any portion of the Confidential Information disclosed; and (4) will adopt and implement all reasonable procedures we may prescribe from time to time to prevent unauthorized use or disclosure of the Confidential Information, including without limitation, restrictions on disclosure to your employees and the use of confidentiality and non-competition agreements, trade secret disclosure forms, exit acknowledgements and other documents in a form that we prescribe with Owners, managers and employees who attend or receive our training and/or have access to the Confidential Information. Upon our request, you must provide us with copies of signed confidentiality and non-competition agreements of any Owners, managers and employees. The restrictions on your disclosure and use of the Confidential Information will not apply to the following: (a) information, processes, or techniques which are generally known and used in the public domain (as long as the availability of this information is not because of a disclosure, whether deliberate or inadvertent, by you or your Owners) and (b) disclosure of the Confidential Information in legal proceedings when you are legally required to disclose it and you have first given us the opportunity to obtain an appropriate legal protective order or other assurance satisfactory to us that the information required to be disclosed will be treated confidentially.

### **30. Covenants Not to Compete.**

(a) Restriction – In Term. You agree that we would be unable to protect the Confidential Information against unauthorized use or disclosure, that such unauthorized disclosure would cause us irreparable harm, and we would be unable to encourage a free exchange of ideas and information among the Mobility Plus Businesses if owners of the Mobility Plus Businesses were permitted to hold interests in any competitive businesses, as described below. You also acknowledge that we have granted this Franchise Agreement to you in part in consideration of, and in reliance on, your and your Owners' agreement to deal exclusively with us. Therefore, during the term of this Agreement, neither you nor any Owner, may, either directly or indirectly, for yourself or through, on behalf of, or in conjunction with, any person or legal entity, own, maintain, operate, engage in, consult with, or have any interest (as a disclosed or beneficial owner) in any business which offers products or services which are the same as, or similar to, those offered by a Mobility Plus Business (except another the Mobility Plus Business operated pursuant to a franchise agreement with us), or any entity which is granting franchises or licenses or entering into joint venture relationships for any business which offers products or services which are the same as, or similar to, those offered by a Mobility Plus Business (without limitation, this restriction includes any business which sells, rents, installs or services stair lifts, scooters, ramps, vertical lifts, scooter lifts or other mobility-related products and services in the Territory or in the territory of any other franchisee operating at the time of expiration, termination or Transfer (if applicable)). The ownership of 5% or less of a publicly traded company will not be deemed to be prohibited by this Section. Further, during the term of this Agreement, you shall not divert any customers or prospective customers. from your Mobility Plus Business to any other business.

(b) Restriction – Post Term. Upon assignment, termination or expiration (without renewal) of this Agreement, you (and your Owners) agree that for a period of two (2) years, commencing on the effective date of termination or expiration, or the date on which you cease to conduct the business

conducted pursuant to this Agreement, whichever is later (the "Commencement Date"), you (and your Owners) will not:

(i) have any direct or indirect interest as an owner, partner, director, officer, employee, consultant, representative or agent, or in any other capacity, in (a) any business selling services or products substantially similar to the Mobility Plus Business being offered as of the date of termination or expiration (except other Mobility Plus Businesses operated pursuant to franchise agreements with us), which is located (i) within fifty (50) miles of the Showroom operated by you under this Agreement or (ii) within fifty (50) miles of the Learning Center of any other then existing Mobility Plus Business, or (b) any entity which is granting franchises or licenses or entering into joint venture relationships for any business which offers products or services similar to those offered by a Mobility Plus Business, other than the ownership of securities traded on a stock exchange or on the over the counter market that represent five percent (5%) or less of that class of securities. Without limitation, this restriction includes any business which sells, rents, installs or services stair lifts, scooters, ramps, vertical lifts, scooter lifts or other mobility-related products and services in the Territory or in the territory of any other franchisee operating at the time of expiration, termination or Transfer (if applicable).

(ii) directly or indirectly divert or attempt to divert any former customer of your Mobility Plus Business to any competitive business;

(iii) employ or seek to employ any person employed by MPS or by any other Mobility Plus Business, or otherwise directly or indirectly induce or seek to induce such person to leave his or her employment; and

(iv) directly or indirectly, solicit or sell services or products to any former customer of your Mobility Plus Business.

(c) Court Modification of Agreement. You agree that this form of Agreement is prepared for use in many jurisdictions with differing public policies and that such public policies change. Accordingly, you agree that the prevailing non-competition restrictions set forth above may be modified by a Court to the extent necessary to make the non-competition agreements valid and enforceable against you.

(d) Enforcement of Covenants Not to Compete. You acknowledge that violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to MPS for which no adequate remedy at law will be available. Accordingly, you hereby acknowledge that MPS may seek to obtain the entry of an injunction prohibiting any conduct by you or your Owners in violation of the terms of the covenants not to compete set forth in this Agreement. You expressly agree that it may conclusively be presumed that any violation of the terms of said covenants not to compete was accomplished by and through your unlawful utilization of the Confidential Information of MPS. Further, you expressly agree that the existence of any claims you may have against MPS, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by MPS of the covenants not to compete set forth in this Agreement. You further agree to pay all costs and expenses (including reasonable

attorneys' and experts' fees) incurred by MPS in connection with the enforcement of those covenants not to compete set forth in this Agreement.

### **31. Termination by MPS.**

(a) Subject to 15-Day Cure Period. If Franchisee breaches this Agreement in any manner not described in subsection (c), and fails to cure such breach to MPS's satisfaction within 15 days after MPS gives notice to Franchisee of such breach, then MPS may terminate this Agreement.

(c) Without Cure Period. MPS may terminate this Agreement by giving notice to Franchisee, without opportunity to cure, if any of the following occur:

(i) a receiver or trustee for the Mobility Business or all or substantially all of Franchisee's property is appointed by any court, or Franchisee makes a general assignment for the benefit of Franchisee's creditors, or Franchisee is unable to pay its debts as they become due, or a levy or execution is made against the Mobility Plus Business, or an attachment or lien remains on the Mobility Plus Business for 30 days unless the attachment or lien is being duly contested in good faith by Franchisee, or a petition in bankruptcy is filed by Franchisee, or such a petition is filed against or consented to by Franchisee and the petition is not dismissed within 45 days, or Franchisee is adjudicated as bankrupt;

(ii) Franchisee violates the deadlines stated in Section 2(a), or Franchisee or any Owner violates Section 29 (confidentiality), Section 30 (non-compete) or Section 35 (transfer), or commits any other violation of this Agreement which by its nature cannot be cured;

(iii) Franchisee abandons or ceases operation of the Mobility Plus Business for more than 10 consecutive days;

(iv) Franchisee has received two or more notices of default and Franchisee commits another breach of this Agreement, all in the same 12-month period;

(v) Franchisee or any Owner is charged with, pleads guilty or no-contest to, or is convicted of a felony; or

(vi) Franchisee or any Owner is accused by any governmental authority or third party of any act, or if Franchisee or any Owner commits any act or series of acts, that in MPS's opinion is reasonably likely to materially and unfavorably affect MPS's brand.

### **32. Upon Termination or Expiration of the Franchise.**

(a) Payment of Amounts Owed to Company. You agree to pay MPS within ten (10) days after the effective date of termination or expiration (without renewal) of this Agreement such royalty fees, Marketing Fund contributions, late fees and interest due MPS on any of the foregoing and all other amounts owed to us and our affiliates which are then unpaid. You must furnish a complete accounting of all such amounts owed to us and our affiliates with the payment.

(b) The Marks. You agree that after the termination or expiration (without renewal) of this Agreement you will:

(i) not directly or indirectly at any time or in any manner identify yourself or any business as a current or former Mobility Plus Business, or as a franchisee or licensee of or as otherwise associated with MPS, or use the Marks, any colorable imitation thereof or other indicia of a Mobility Plus Business in any manner or for any purpose, or utilize for any purpose any trade name, trademark, service mark, trade dress, domain name, or other commercial symbol that suggests or indicates a connection or association with MPS;

(ii) promptly return to MPS or destroy (whichever MPS specifies) all signs, promotional advertising materials, forms, and other materials containing the Marks or otherwise identifying or relating to a Mobility Plus Business;

(iii) promptly take such action as may be required to cancel all fictitious or assumed name, "doing business as" or equivalent registrations relating to your use of the Marks;

(iv) promptly notify the telephone company and all listing agencies of the termination or expiration of your right to use any telephone number and any telephone directory listings associated with the Marks and to authorize transfer of same to or at the direction of MPS. You acknowledge that as between MPS and you, we have the sole right to and interest in all telephone numbers and directory listings associated with the Marks, and you authorize MPS, and by execution of the Conditional Assignment of Telephone Number and Digital Marketing Accounts (attached hereto as Attachment 4) have appointed MPS and any officer of MPS as your attorney in fact, to direct the telephone company and all listing agencies to transfer same to MPS or at its direction, should you fail or refuse to do so, and the telephone company and all listing agencies may accept such direction or this Agreement as conclusive of the exclusive rights of MPS in such telephone numbers and directory listings and its authority to direct their transfer;

(v) promptly cancel, or at our option transfer to us, all social media or digital marketing accounts, and provide passwords for same;

(vi) furnish to us within thirty (30) days after the effective date of termination or expiration evidence satisfactory to us of your compliance with the foregoing obligations.

(c) Confidential Information. You agree that upon termination or expiration (without renewal) of this Agreement, you will immediately cease to use in any business or otherwise the Confidential Information disclosed to you pursuant to this Agreement and will return to us, at your expense, all copies of the Manual, any proprietary software and other materials containing our proprietary information which have been loaned to you by us. Further, you shall deliver to us and not retain any copies of all customer lists and all other customer data, and other information and records regarding the customers. You expressly and specifically acknowledge and agree that the customer data and records acquired during the term of the franchise are valuable property rights which you may use during the term of this Agreement, but which belong to us in the event of expiration or termination of the Franchise Agreement for any reason.

(d) Cease Operations. Upon termination or expiration of this Agreement, you shall immediately cease to operate your Mobility Plus Business at the Showroom or otherwise under

this Agreement, either as a franchised or as a non-franchised facility, and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of MPS.

(e) Assignment of Lease. Upon termination or expiration of this Agreement, you shall immediately assign to MPS your interest in any lease then in effect for the premises of your Showroom. On the later of the execution of this Agreement or the date you execute a lease for the Showroom, you shall execute the Collateral Assignment of Lease attached hereto as Attachment 3, have such document signed by the lessor, and deliver the signed document to us.

(f) De-Identification of Showroom. Upon termination or expiration of this Agreement, you agree, in the event you continue to operate or subsequently begin to operate any other business (subject to any restrictions against doing so provided in this Agreement), not to use any reproduction, counterfeit, copy or colorable imitation of the 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 our exclusive rights in and to the Marks and further agree not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with us so as to constitute unfair competition. If we do not opt to take assignment of the lease for the Showroom upon the expiration or termination of this Agreement, you shall immediately make such modifications or alterations to the Showroom as may be necessary to prevent any association between us or the System and any business thereon subsequently operated by you or others, and shall make such specific additional changes thereto as we may reasonably request for that purpose. In the event you fail or refuse to comply with the requirements of this Section, we shall have the right to enter upon the premises, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such changes as may be required at your expense, which expense you agree to pay upon demand.

(g) Covenants. Upon the termination or expiration of this Agreement, you shall comply with the covenants contained in Section 29(b) herein.

(h) Continuing Obligations. All obligations of MPS and you which expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied or by their nature expire.

**33. Purchase Option upon Termination or Expiration.** When this Agreement expires or is terminated, MPS will have the right (but not the obligation) to purchase any or all of the assets related to the Mobility Plus Business, and/or to require Franchisee to assign its lease or sublease to MPS. To exercise this option, MPS must notify Franchisee no later than 30 days after this Agreement expires or is terminated. The purchase price for all assets that MPS elects to purchase will be the lower of (i) the book value of such assets as declared on Franchisee's last filed tax returns or (ii) the fair market value of the assets. If the parties cannot agree on fair market value within 30 days after the exercise notice, the fair market value will be determined by an independent appraiser reasonably acceptable to both parties. The parties will equally share the cost of the appraisal. MPS's purchase will be of assets only (free and clear of all liens), and the purchase will not include any liabilities of Franchisee. The purchase price for assets will not include any factor or increment for any trademark or other commercial symbol used in the

business, the value of any intangible assets, or any goodwill or “going concern” value for the Mobility Plus Business. MPS may withdraw its exercise of the purchase option at any time before it pays for the assets. Franchisee will sign a bill of sale for the purchased assets and any other transfer documents reasonably requested by MPS. If MPS exercises the purchase option, MPS may deduct from the purchase price: (a) all amounts due from Franchisee; (b) Franchisee’s portion of the cost of any appraisal conducted hereunder; and (c) amounts paid or to be paid by MPS to cure defaults under Franchisee’s lease and/or amounts owed by Franchisee to third parties. If any of the assets are subject to a lien, MPS may pay a portion of the purchase price directly to the lienholder to pay off such lien. MPS may withhold 25% of the purchase price for 90 days to ensure that all of Franchisee’s taxes and other liabilities are paid. MPS may assign this purchase option to another party.

**34. Transfer by MPS.** MPS may transfer or assign this Agreement, or any of its rights or obligations under this Agreement, to any person or entity, and MPS may undergo a change in ownership and/or control, without the consent of Franchisee.

**35. Transfer by Franchisee.**

(a) MPS Consent Required. Subject to Section 33(b), Franchisee shall not conduct or undergo a Transfer without providing MPS at least 60 days prior notice of the proposed Transfer, and without obtaining MPS’s consent. “Transfer” means for Franchisee (or any Owner) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (A) substantially all of the assets of the Mobility Plus Business, (B) this Agreement, (C) any direct or indirect ownership interest in the Mobility Plus Business, or (D) control of the Mobility Plus Business. In granting any such consent, MPS may impose conditions, including, without limitation, the following: (i) MPS receives a transfer fee equal to \$5,000 plus any broker fees and other out-of-pocket costs incurred by MPS; (ii) MPS receives a transferee training fee equal to \$15,000; (iii) the proposed new franchisee has been approved by MPS as a franchisee; (iv) the proposed franchisee executes MPS’s then-current form of franchise agreement, which form may contain materially different provisions (provided, however, that the proposed assignee will not be required to pay an initial franchise fee); (v) Franchisee has paid all monetary obligations to MPS in full, and Franchisee is not otherwise in default or breach of this Agreement; and (vi) Franchisee, its Owners, and the transferee and its owners execute a general release of MPS in a form satisfactory to MPS.

(b) Death or Disability of Franchisee. Upon the death or permanent disability of any of your Owners, the executor or other personal representative of such person must transfer such person's interest within a reasonable time, not to exceed six (6) months from the date of death or permanent disability, to a person approved by us. Such transfers, including, without limitation, transfers by devise or inheritance, will be subject to all the terms and conditions for assignments and transfers contained in Section 35(a). Failure to transfer such interest within the required period of time will constitute grounds for termination under Section 31. Prior to such transfer, the executor or other personal representative of such person, or the remaining Owners, must appoint a competent Designated Showroom Manager within a reasonable time, not to exceed thirty (30) days from the date of death or permanent disability. The appointment of this manager is subject to the prior written approval of MPS, and this manager must, if requested by us, attend and satisfactorily complete our training program. If the Mobility Plus Business is not being

managed by a Designated Showroom Manager approved by us within thirty (30) days after the death or permanent disability, we are authorized, but we are not required, to immediately appoint a manager to maintain the operations of the Mobility Plus Business. Our appointment of a Designated Showroom Manager for your Mobility Plus Business will not relieve you of your obligations under this Agreement, and we will not be liable for any debts, losses, costs or expenses incurred in the operation of your Mobility Plus Business or to any of your creditors for any products, materials, supplies or services purchased by your Mobility Plus Business during any period in which it is managed by the Designated Showroom Manager appointed by us. We have the right to charge a reasonable non-refundable fee for such management services and to cease providing such management services at any time.

(c) MPS Right of First Refusal. Before Franchisee (or any Owner) engages in a Transfer, MPS will have a right of first refusal, as set forth in this Section. Franchisee (or its Owners) shall provide to MPS a copy of the terms and conditions of any Transfer. For a period of 30 days from the date of MPS's receipt of such copy, MPS will have the right, exercisable by notice to Franchisee, to purchase the assets subject of the proposed Transfer for the same price and on the same terms and conditions (except that if some or all of the purchase price is not payable in cash, MPS may pay the equivalent value in cash for the purchase price). If MPS does not exercise its right of first refusal, Franchisee may proceed with the Transfer, subject to the other terms and conditions of this Section 32.

**36. Indemnity.** Franchisee shall indemnify and defend (with counsel reasonably acceptable to MPS) MPS, its parent entities, subsidiaries and affiliates, and their respective owners, directors, officers, employees, agents, successors and assignees (collectively, "Indemnitees") against all losses and expenses (including reasonable attorney fees) in any means any action, suit, proceeding, claim, demand, governmental investigation, governmental inquiry, judgment or appeal thereof, whether formal or informal ("Action") by or against MPS and/or any Indemnitee directly or indirectly related to, or alleged to arise out of, the operation of the Mobility Plus Business. Notwithstanding the foregoing, Franchisee shall not be obligated to indemnify an Indemnitee from claims arising as a result of any Indemnitee's misconduct or negligence. This indemnity will continue in effect after this Agreement ends. MPS may elect to assume the defense and/or settlement of any Action subject to this indemnification, at Franchisee's expense. Such an undertaking shall not diminish Franchisee's obligation to indemnify the Indemnitees.

**37. Enforcement.**

(a) Invalid Provisions; Substitution of Valid Provisions; Severability. To the extent that any provision of this Agreement is deemed unenforceable, you agree that the invalid provision will be deemed modified or limited to the extent or manner necessary to make that particular provision valid and enforceable to the greatest extent possible in light of the intent of the parties expressed in that provision under the laws applied in the forum in which we are seeking to enforce it. If any lawful requirement or court order of any jurisdiction: (1) requires a greater advance notice of the termination or non-renewal of this Agreement than is required under this Agreement, or the taking of some other action which is not required by this Agreement; or (2) makes any provision of this Agreement or any specification, standard or operating policy or procedure we prescribed invalid or unenforceable, the advance notice and/or other action required or revision of the specification, standard or operating policy or procedure will be

substituted for the comparable provisions of this Agreement in order to make the modified provision enforceable to the greatest extent possible. You agree to be bound by the modification to the greatest extent lawfully permitted. No modification will impact the operation of, or have any other effect upon, any other terms, provisions, and/or covenants of this Agreement. The provisions of this Agreement are deemed to be severable. The parties agree that each provision of this Agreement will be construed as independent of any other provision of this Agreement.

(b) Waiver of Obligations/Approvals and Consents. Either you or MPS may, by written instrument, unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice thereof to the other or such other effective date stated in the notice of waiver. Whenever this Agreement requires our prior approval or consent, you must make a timely written request for it. Our approval or consent will not be valid unless it is in writing. MPS makes no warranties or guaranties upon which you may rely, and we assume no liability or obligation to you, by virtue of granting any waiver, approval or consent, or by reason of any neglect, delay or denial of any request for a waiver, approval or consent. Any waiver granted by us will be without prejudice to any other rights we may have, will be subject to our continuing review, and may be revoked, in our sole discretion, at any time and for any reason, effective upon delivery to you of ten (10) days prior written notice. Neither you nor MPS will be deemed to have waived or impaired any right, power or option reserved by this Agreement (including, without limitation, the right to demand exact compliance with every term, condition and covenant herein, or to declare any breach thereof to be a default and to terminate the Franchise prior to the expiration of its terms), by virtue of: (i) any custom or practice of the parties at variance with the terms hereof; (ii) any failure, refusal or neglect of either of us to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder, including, without limitation, any mandatory specification, standard or operating procedure; (iii) any waiver, forbearance, delay, failure or omission by us to exercise any right, power or option, whether of the same, similar or different nature, with respect to other Mobility Plus Businesses; or (iv) the acceptance by us of any payments due from you after any breach of this Agreement. Neither you nor MPS will be liable for loss or damage or deemed to be in breach of this Agreement if the failure to perform our respective obligations results from: (i) transportation shortages or inadequate supply of labor, material or energy beyond the control of the parties, or the voluntary foregoing of the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, requests, regulations, recommendations or instructions of any federal, state or municipal government or any department or agency thereof; (ii) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state, or municipal government or any department or agency thereof; (iii) acts of God; (iv) acts or omissions of the other party; (v) fires, strikes, embargoes, war, riot or acts of terrorism; or (vi) any other similar event or cause. Any delay resulting from any of the causes set forth above will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable.

(c) Specific Performance; Injunctive Relief. Provided we give you the appropriate notice, we will be entitled, without being required to post a bond, to seek the entry of temporary and permanent injunctions and orders of specific performance to: (i) enforce the provisions of this Agreement relating to your use of the Marks and your non-disclosure and non-competition obligations under this Agreement; (ii) prohibit any act or omission by you or your employees that constitutes a violation of any applicable law, ordinance or regulation, constitutes a danger to



the public, or may impair the goodwill associated with the Marks or the Mobility Plus Businesses or (iii) prevent any other irreparable harm to our interests. If we obtain an injunction or order of specific performance, you agree to pay us an amount equal to the total of our costs of obtaining it, including, without limitation, reasonable attorneys', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other arbitration or litigation expenses and travel and living expenses, and any damages we incur as a result of the breach of any such provision. You further agree to waive any claims for damage in the event there is a later determination that an injunction or specific performance order was issued improperly.

(d) Cumulative Remedies. The rights and remedies specifically granted to either you or us by this Agreement will not be deemed to prohibit either of us from exercising any other right or remedy provided under this Agreement or permitted by law or equity.

(e) Mediation. Prior to commencing any legal proceeding or arbitration, you must give notice to us setting forth in reasonable detail the nature and basis of the claim or dispute and the parties shall then seek to negotiate and resolve the dispute by negotiation through an independent mediator. Unless otherwise mutually agreed, mediation shall commence within two (2) weeks after the selection of the mediator and shall take place in the county of MPS's then current principal place of business. Mediation shall continue until the parties agree to terminate the process, the mediator determines that the process is not working (i.e., has reached an impasse), or thirty (30) days have elapsed since the commencement of mediation and the parties do not by mutual agreement extend the process. Any recommendation or decision by the mediator shall be non-binding and confidential. The fees and expenses of the mediator shall be shared equally by the parties, and each party shall bear its own costs otherwise. In the event the dispute is not resolved through mediation as provided herein, either party may proceed immediately to litigate concerning the dispute. Each party hereby agrees that all statements made in the course of mediation shall be strictly confidential and shall not be disclosed to or shared with any third parties, other than the mediator. Each party also agrees that any documents or data specifically prepared for use in good faith negotiations and/or mediation shall not be disclosed to or shared with any third party except those parties whose presence is necessary to facilitate the mediation process. The parties agree not to make copies of any such documents, and to return them to the other party upon the conclusion of the mediation. Each party agrees and acknowledges that no statements made in, or evidence specifically prepared for mediation shall be admissible for any purpose in any subsequent proceedings. We shall have no obligation to mediate claims that are the subject of Section 37(c) herein.

(f) Arbitration. Except disputes not subject to arbitration as set forth in Section 37(c), any dispute between MPS and our affiliates on the one hand, and Franchisee and its affiliates on the other hand, arising out of or relating to this Agreement or its breach, including without limitation, any claim that this Agreement or any of its parts, is invalid, illegal or otherwise voidable or void, will be resolved by submission to arbitration conducted by a single impartial arbitrator according to the then current Commercial Arbitration Rules of the American Arbitration Association. The parties agree that in order to be eligible to be appointed an arbitrator hereunder, an individual must have at least ten (10) years of previous experience in the field of franchise law. All issues relating to arbitrability or the enforcement of the agreement to arbitrate contained herein shall be governed by the Federal Arbitration Act (9 U.S.C. §1 et seq.) and the federal common law of arbitration. All hearing and other proceedings shall take place near

MPS's principal place of business in Hoffman Estates, Illinois, or if MPS's principal place of business is no longer in Hoffman Estates, Illinois, in the county of the then-current principal place of business of MPS. This arbitration provision shall be deemed to be self-executing and shall remain in full force and effect after expiration or termination of this Agreement. In the event either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party by default or otherwise notwithstanding said failure to appear. Judgment upon an arbitration awarded may be entered in any court having competent jurisdiction and shall be binding, final and not subject to appeal. MPS and Franchisee agree to be bound by the provisions of any limitation on the period of time by which claims must be brought under this Agreement or applicable law, whichever expires first. MPS and Franchisee further agree that, in connection with any such arbitration proceeding, each shall submit or file any claim which would constitute a compulsory counterclaim (as defined by the then current Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding shall be barred. The arbitrator may not consider any settlement discussions or offers that might have been made by either Franchisee or MPS.

(g) Damages. In any controversy or claim arising out of or relating to this Agreement, in arbitration proceedings or otherwise, each party waives any right to punitive or other monetary damages not measured by the prevailing party's actual damages, except damages authorized by federal statute. In the event of termination of this Agreement prior to the expiration of the term due to Franchisee's default, MPS's actual damages will include its lost future income from Royalty Fees and other amounts that Franchisee would have owed to MPS but for the termination.

(h) Waiver of Class Actions. The parties agree that any claims will be arbitrated, litigated, or otherwise resolved on an individual basis, and waive any right to act on a class-wide basis.

(i) Legal Costs. In any legal proceeding (including arbitration) related to this Agreement, the non-prevailing party shall pay the prevailing party's attorney fees, costs and other expenses of the legal proceeding. "Prevailing party" means the party, if any, which prevailed upon the central litigated issues and obtained substantial relief.

**38. Anti-Terrorism Laws.** You and your Owners agree to comply with and/or to assist us to the fullest extent possible in our efforts to comply with Anti-Terrorism Laws (as defined below). In connection with such compliance, Franchisee, you and your Owners certify, represent, and warrant that none of your property or interest is subject to being "blocked" under any of the Anti-Terrorism Laws and that your and/or your Owners are not otherwise in violation of any of the Anti-Terrorism Laws. "Anti-Terrorism Laws" means the USA PATRIOT Act or similar laws, presidential executive orders, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any governmental authority addressing in or in any way relating to terrorist acts and acts of war. You and your Owners acknowledge and agree that any violation of the Anti-Terrorism Laws by any of you or your employees or any "blocking" of any of your assets under the Anti-Terrorism laws shall constitute grounds for immediate termination of this Agreement and any other agreement you shall have entered with us or its affiliates, in accordance with the termination provisions of this Agreement.

**39. Franchisee Entity and Guaranty and Assumption of Obligations.** You shall maintain the entity that is the Franchisee in good standing with the state of incorporation or organization throughout the term of the Franchise. Your organizational documents, by-laws or operating agreement, as applicable, will recite that this Agreement restricts the issuance and transfer of any ownership interests in the entity and all certificates of ownership in the entity will bear a legend referring to this Agreement's transfer restrictions. All Owners shall execute the Guaranty and Assumption of Obligations that is attached to this Agreement as Attachment 5, whereby the Owners jointly and severally guarantee the full payment and performance of your obligations to us. You shall confine your business activities exclusively to operating a Mobility Plus Business licensed under, and pursuant to the terms of, this Agreement. New ownership interests in you shall not be issued without our prior written consent, and all transfers or assignments of ownership interests in you shall not be effective without our prior written consent and having met all of the conditions of Section 30(b). Any attempted transfer or assignment, including changes in ownership or corporate structure without compliance with Section 30(b) and our prior written consent will be null and void and of no effect, and will convey no rights in or interest in the franchise granted therein, this Agreement or the franchised business. You agree to furnish us at any time upon request a certified copy of your organizational documents, and a list, verified as being true and correct and in such form as we may require, of all Owners reflecting their respective interests and all officers, directors or managers.

**40. Miscellaneous.**

(a) Governing Law. The laws of the state of Illinois (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties. The parties agree that any Illinois law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section.

(b) Relationship of the Parties. The parties are independent contractors, and neither is the agent, partner, joint venturer, or employee of the other. MPS is not a fiduciary of Franchisee. MPS does not control or have the right to control Franchisee or its Mobility Plus Business. Any required specifications and standards in this Agreement and in the System Standards exist to protect MPS's interest in the System and the Marks, and the goodwill established in them, and not for the purpose of establishing any control, or duty to take control, over the Mobility Plus Business. MPS has no liability for Franchisee's obligations to any third party whatsoever.

(c) Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and representations. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made by MPS in its franchise disclosure document. The parties intend that (i) if any provision of this Agreement is held by a court to be unenforceable, then that provision be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded, and (ii) if an unenforceable provision is modified or disregarded, then the rest of this Agreement will remain in effect as written. This Agreement does not confer any rights or remedies upon any person or entity other than Franchisee, MPS, and MPS's affiliates.

(d) Modification and Waiver. No modification or amendment of this Agreement will be effective unless it is in writing and signed by both parties. This provision does not limit MPS's rights to modify the Manual or System Standards. No consent under this Agreement, and no waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the consent or waiver. No waiver by a party of any right will affect the party's rights as to any subsequent exercise of that right or any other right. No delay, forbearance or omission by a party to exercise any right will constitute a waiver of such right.

(e) Cumulative Remedies. Rights and remedies under this Agreement are cumulative. No enforcement of a right or remedy precludes the enforcement of any other right or remedy.

(f) Delays in Performance. The parties agree that neither party shall be liable for any delays in performance, except for payment of fees due, caused by acts of God, acts of the public enemy, acts of the United States or any state government, fires, floods, epidemics, war, riots, strikes or embargoes.

(g) Notices. Any notice will be effective under this Agreement only if made in writing and delivered as set forth in this Section to: (A) if to Franchisee, addressed to Franchisee at the notice address set forth in below its signature; and (B) if to MPS, addressed to 2815 Forbs Avenue, Suite 107, Hoffman Estates, IL 60192. Any party may designate a new address for notices by giving notice of the new address pursuant to this Section. Notices will be effective upon receipt (or first rejection) and must be: (1) delivered personally; (2) sent by registered or certified U.S. mail with return receipt requested; or (3) sent via overnight courier. Notwithstanding the foregoing, MPS may amend the Manual, give binding notice of changes to System Standards, and deliver notices of default by electronic mail or other electronic communication.

(h) Joint and Several Liability. If two or more people sign this Agreement as "Franchisee", each will have joint and several liability.

(i) No Offer and Acceptance. Delivery of a draft of this Agreement to Franchisee by MPS does not constitute an offer. This Agreement shall not be effective unless and until it is executed by both Franchisee and MPS.

(j) Waiver of Jury Trial. Each party irrevocably waives trial by jury in any action, proceeding or counterclaim, whether at law or in equity, brought by either party.

(k) Electronic Signature and Delivery. This Agreement may be signed with full legal force and effect using electronic signatures and records. Delivery of this Agreement by facsimile, e-mail or other functionally equivalent electronic means of transmission constitutes valid and effective delivery.

*[Remainder of Page Intentionally Left Blank]*

Agreed to by:

**FRANCHISOR:**

MOBILITY PLUS SYSTEMS, LLC

By: \_\_\_\_\_  
Richard Peter, President

Date: \_\_\_\_\_

**FRANCHISEE:**

[if an individual:]

\_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

[if an entity:]

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

If Franchisee is an entity, then the undersigned owner executes this Agreement for the purpose of being jointly and severally liable with Franchisee hereunder.

\_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

(Check if applicable) At the same time as the parties execute this Agreement, they are also executing a Rider to Franchise Agreement pursuant to:

- \_\_\_\_\_ Illinois
- \_\_\_\_\_ Indiana
- \_\_\_\_\_ Maryland
- \_\_\_\_\_ Minnesota
- \_\_\_\_\_ New York
- \_\_\_\_\_ North Dakota
- \_\_\_\_\_ Ohio
- \_\_\_\_\_ Rhode Island
- \_\_\_\_\_ Washington

**ATTACHMENT 1 to FRANCHISE AGREEMENT**  
**TERRITORY**

**ATTACHMENT 2 to FRANCHISE AGREEMENT**  
**ELECTRONIC FUNDS TRANSFER AUTHORIZATION**



**ELECTRONIC FUNDS TRANSFER AUTHORIZATION FORM**

As a duly authorized signer on the financial institution account identified below of the undersigned Franchisee, I authorize Mobility Plus Systems, LLC (“Company”) to initiate monthly electronic fund transfer debits from the account for payments due or when applicable, apply electronic funds transfer credits to the same. Said debits may be for Royalty Fees, Brand Fund contributions, technology fees, interest, late fees, and any other amounts Franchisee owes to the Company or its affiliates pursuant to the Franchise Agreement between Franchisee and Company, and in amounts required by the Franchise Agreement. The dollar amount to be debited for each transfer will vary.

Currently, Mobility Plus Systems, LLC is initiating monthly debits on the fifth (5<sup>th</sup>) day of every calendar month for payment of the Royalty Fee, Marketing Fund contributions, technology fees, interest, late fees, and any other amounts then due, unless that day falls on a holiday, in which case the debit will be initiated the following business day. The dates and intervals for initiating debits for amounts due under the Franchise Agreement may be changed upon delivery of notice to Franchisee.

If any such electronic debit(s) should be returned by my financial institution as unpaid (Non-Sufficient or Uncollected Funds), I understand that Mobility Plus Systems, LLC shall be entitled to collect interest and late fees as provided in the Franchise Agreement, and to debit same from this account once there are sufficient funds to cover it.

This authorization is to remain in full force and effect until Company has received written notification of its termination in such time and in such manner as to afford Company a reasonable opportunity to act on it, and to obtain a replacement Electronic Funds Transfer Authorization from Franchisee for a replacement account. Any such notice should be sent to the following address:

Mobility Plus Systems, LLC  
Attn: Richard Peter  
2815 Forbs Avenue, Suite 107  
Hoffman Estates, Illinois 60192

Franchisee is responsible for, and shall pay on demand, all costs or fee charged by the financial institution holding the account relating to the handling of debits pursuant to this authorization. I understand and authorize all of the above.

FRANCHISEE: \_\_\_\_\_

AUTHORIZING SIGNATURE: \_\_\_\_\_

PRINT NAME AND TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

**Financial Institution Account Identifying Information:**

Enter financial institution account information in the fields below or attach a voided check.

<b>Financial Institution:</b>	<b>Branch:</b>
<b>City:</b>	<b>State &amp; Zip Code:</b>
<b>Transit / ABA # (Routing #):</b>	<b>Account #:</b>

**ATTACHMENT 3 to FRANCHISE AGREEMENT**  
**COLLATERAL ASSIGNMENT OF LEASE**

**COLLATERAL ASSIGNMENT OF LEASE**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_, a \_\_\_\_\_ ("Assignor"), does hereby assign, transfer and set over unto Mobility Plus Systems, LLC, an Illinois limited liability company (the "Assignee"), all of Assignor's right, title and interest as tenant in, to and under that certain lease or sublease (collectively, the "Lease") dated \_\_\_\_\_, 20\_\_ between Assignor, as tenant, and \_\_\_\_\_ as landlord or sublessor, for the premises known as \_\_\_\_\_.

This Assignment is for collateral purposes only, and except as specified herein, Assignee shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment or the lease unless Assignee shall elect to assume the rights and obligations of Assignor under the Lease. Assignee shall make such election by mailing written notice of such election to Lessor and Assignor by United States Certified Mail, duly addressed and posted or by reputable overnight commercial delivery service.

Assignor represents and warrants to Assignee that it has full power and authority to assign the Lease and its interests therein and that Assignor has not previously and is not obligated to, assign or transfer any of its interests in the Lease or the premises demised thereby.

This Assignment is given to Assignee to secure the faithful performance by Assignor of the terms and conditions of the Franchise Agreement dated \_\_\_\_\_, 20\_\_, between Assignor and Assignee (the "Franchise Agreement"). Upon a default by Assignor under the Lease, a default by Assignor under the Franchise Agreement, or the expiration or termination of the Franchise Agreement, Assignee shall have the right and is hereby empowered, upon ten (10) days' notice to the Assignor, to assume the above-referenced Lease and take possession of the premises.

Further, Assignor agrees to indemnify Assignee against and to reimburse Assignee for all valid claims, obligations, losses, damages and taxes occurring or accruing on or prior to the date upon which Assignee assumes the Lease and for all costs reasonably incurred by Assignee in defense of any such valid claim brought against it or in any action concerning such a claim in which Assignee is made a party, including without limitation, reasonable attorneys' and expert witness fees, costs of investigation and proof of facts, court costs and other litigation expenses to include travel and living expenses.

This Assignment shall be in full force and effect for the full term of the Lease hereinabove described and any renewal or extension terms, including any such renewal pursuant to the terms of the Lease. Upon expiration of the Lease, this Assignment shall be null and void.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have affixed their signatures on the dates set forth below each signature.

Mobility Plus Systems, LLC  
An Illinois limited liability company

FRANCHISEE:  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**CONSENT AND AGREEMENT OF LESSOR**

The undersigned Lessor under the Lease described above hereby:

(a) Consents to the foregoing Collateral Assignment of Lease executed by \_\_\_\_\_ (“Assignor”) in favor of Mobility Plus Systems, LLC (“Assignee), and agrees that if Assignee takes possession of the leased premises and confirms to Lessor the assumption of the Lease by Assignee as lessee under it in writing, Lessor shall recognize Assignee as lessee under the Lease, provided that Assignee cures the defaults of Assignor under the Lease within thirty (30) days of notice to Assignee that Assignor has not cured its defaults; and

(b) Agrees that Assignee may further assign the Lease to a person, firm or corporation who has been granted a franchise by Assignee and who agrees to assume the lessee's obligations under the Lease and who is reasonably acceptable to Lessor, and upon such assignment Assignee shall have no further liability or obligation under the Lease as assignee, lessee or otherwise.

Dated: \_\_\_\_\_

LESSOR: \_\_\_\_\_  
A \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT 4 to FRANCHISE AGREEMENT**  
**CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBER AND DIGITAL**  
**MARKETING ACCOUNTS**

**CONDITIONAL ASSIGNMENT OF FRANCHISEE'S  
TELEPHONE NUMBERS AND DIGITAL MARKETING ACCOUNTS**

Franchisee (Assignor): \_\_\_\_\_, whose business address is \_\_\_\_\_, in consideration of the granting of a franchise to Assignor contemporaneously herewith, and other valuable consideration paid by Mobility Plus Systems, LLC (Franchisor/Assignee), having its principal place of business at 2815 Forbs Avenue, Suite 107, Hoffman Estates, Illinois 60192, hereby assigns unto the Franchisor/Assignee (i) all telephone numbers and listings utilized by Assignor in the operation of Assignor's Restaurant at Assignor's address above-referenced, and (ii) all social media accounts, applications, websites, online listing and other online presence and all related passwords and log-in information ("Digital Marketing") associated with Franchisor/Assignee's Marks, including Mobility Plus. Assignor acknowledges that Mobility Plus and associated marks are solely the property of Franchisor/Assignee. As such, Assignor's right to use any telephone numbers and directory listings and Digital Marketing associated with Mobility Plus trademarks and service marks was solely due to a limited license granted by Franchisor/Assignee in connection with the Franchisor/Assignee's trademark(s)/service mark(s) pursuant to a Franchise Agreement. Once said license has expired and/or terminated pursuant to the expiration or termination of the Franchise Agreement, Assignor has no right to the telephone number or directory listing or Digital Marketing associated with the Franchisor/Assignee's trademark, including, but not limited to Mobility Plus.

This Assignment shall constitute authorization to the appropriate telephone company to change and transfer to Franchisor/Assignee all of Assignor's rights in and to the use of said business telephone lines and Assignor hereby irrevocably appoints and authorizes Franchisor/Assignee to act as Assignor's attorney-in-fact and hereby empowers Franchisor/Assignee to execute such instruments in the Assignee's name in order to give full effect to this Assignment and to effectuate any transfer. Upon the Assignment, Franchisor/Assignee hereby assumes the performance of all of the terms, covenants and conditions of the third parties holding such accounts with the full force and effect as if the Franchisor/Assignee has been originally issued such telephones, telephone numbers, telephone listings and Digital Marketing accounts.

**ASSIGNOR (Franchisee):**

**FRANCHISOR/ASSIGNEE:  
MOBILITY PLUS SYSTEMS, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**ATTACHMENT 5 to FRANCHISE AGREEMENT**  
**GUARANTY AND ASSUMPTION OF OBLIGATIONS**



**GUARANTY AND ASSUMPTION OF OBLIGATIONS**

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given by \_\_\_\_\_

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement on this date (the "Agreement") by Mobility Plus Systems, LLC (the "Company"), each of the undersigned hereby personally and unconditionally, jointly and severally: (a) guarantees to the Company, and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that \_\_\_\_\_ ("Franchisee") will punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities.

Each of the undersigned waives: (1) acceptance and notice of acceptance by the Company of the foregoing undertakings; (2) notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed; (3) protest and notice of default to any party with respect to the indebtedness or non-performance of any obligations hereby guaranteed; (4) any right he or she may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (5) any and all other notices and legal or equitable defenses to which he may be entitled.

Each of the undersigned consents and agrees that: (1) his or her direct and immediate liability under this Guaranty will be joint and several with all other current and future guarantors of Franchisee's obligations; (2) he or she will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) such liability will not be contingent or conditioned upon pursuit by the Company of any remedies against Franchisee or any Other person; (4) such liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which the Company may from time to time grant to Franchisee or to any Other person, including without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement; and (5) this Guarantee shall apply to any amounts recovered from Company as a preference, fraudulent transfer or otherwise in a bankruptcy or similar proceeding.

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed his signature on the same day and year as the Agreement was executed.

GUARANTOR(S)

% OF INTEREST IN FRANCHISEE

\_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Dated: \_\_\_\_\_

(Percentage must equal 100)

**ATTACHMENT 6 to FRANCHISE AGREEMENT**  
**FRANCHISEE DISCLOSURE QUESTIONNAIRE**

**FRANCHISEE DISCLOSURE QUESTIONNAIRE**

As you know, Mobility Plus Systems, LLC ("Mobility Plus") and you are preparing to enter into a Franchise Agreement for the operation of a Mobility Plus franchise business. The purpose of this Questionnaire is to determine whether any statements or promises were made to you, either orally or in writing, that Mobility Plus has not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest and complete responses to each question.

1. Have you received and carefully reviewed the Mobility Plus Franchise Disclosure Document which was provided to you?

Yes \_\_\_ No \_\_\_\_\_

2. On what date did you receive the Franchise Disclosure Document?

\_\_\_\_\_

3. Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?

Yes \_\_\_ No \_\_\_

4. Did you understand the information contained in the Franchise Disclosure Document, or if you did not, have your questions about the information been answered sufficiently by Mobility Plus or your advisors?

Yes \_\_\_\_\_ No \_\_\_\_\_

5. Have you received and carefully reviewed the Franchise Agreement and each exhibit and schedule attached to it?

Yes \_\_\_ No \_\_\_

6. Have you received copies of the Franchise Agreement that were completed with all of the blanks filled in?

Yes \_\_\_ No \_\_\_

If so, on what date did you receive the completed Franchise Agreement?

\_\_\_\_\_

7. Do you understand that in purchasing this franchise you will be an independent business owner and you will not be an employee of Mobility Plus Systems, LLC?

Yes \_\_\_\_\_ No \_\_\_\_\_

8. Did you understand the Franchise Agreement, or if you did not, have your questions about the Franchise Agreement been answered sufficiently by Mobility Plus or your advisors?

Yes \_\_\_\_\_ No \_\_\_\_\_

9. Have you had the opportunity to discuss the benefits and risks of owning and operating a Mobility Plus franchise with an attorney, accountant and/or other professional advisor?

Yes \_\_\_\_\_ No \_\_\_\_\_

10. Do you understand that the purchase of a Mobility Plus franchise is a business decision that has many of the same risks associated with starting any type of new business and that the success or failure of your franchise will depend in large part upon your skills and abilities, the time and effort you put into the business, your ability to and willingness to follow the Mobility Plus System and methods of doing business, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?

Yes \_\_\_\_\_ No \_\_\_\_\_

11. Do you understand and acknowledge that Mobility Plus Systems, LLC cannot guarantee the success of your Mobility Plus franchise business or that it will achieve profitability?

Yes \_\_\_\_\_ No \_\_\_\_\_

12. IF YOU HAVE ANSWERED “NO” TO ANY OF QUESTIONS 1 THROUGH 11 ABOVE, PLEASE INDICATE THE NUMBER OF THE QUESTION(S) AND A FURTHER EXPLANATION OF YOUR ANSWER(S) IN THE SPACE PROVIDED BELOW OR ATTACH AN ADDITIONAL SHEET IF NECESSARY. IF YOU HAVE ANSWERED “YES” TO ALL OF QUESTIONS 1 THROUGH 11 ABOVE, PLEASE LEAVE THE FOLLOWING LINES BLANK.

Question No. \_\_\_\_\_ Explanation

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13. Has any officer, employee, or other person speaking on behalf of Mobility Plus made any written or oral statement or promise concerning the actual revenues or profits of any existing Mobility Plus franchisees?

Yes \_\_\_ No \_\_\_

14. Has any officer, employee, or other person speaking on behalf of Mobility Plus made any written or oral statement or promise regarding the amount of money you may earn in operating a Mobility Plus franchise business?

Yes \_\_\_ No \_\_\_

15. Has any officer, employee, or other person speaking on behalf of Mobility Plus made any written or oral statement or promise regarding the costs you may incur in operating a Mobility Plus franchise business that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

Yes \_\_\_ No \_\_\_

16. Has any officer, employee, or other person speaking on behalf of Mobility Plus made any written or oral statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Mobility Plus franchise business?

Yes \_\_\_ No \_\_\_

17. Has any officer, employee, or other person speaking on behalf of Mobility Plus made any written or oral statement, promise or agreement concerning the advertising, marketing, training, support services or assistance that Mobility Plus will furnish to you that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

Yes \_\_\_ No \_\_\_

18. Has any officer, employee, or other person speaking on behalf of Mobility Plus made any other written or oral statement, promise or agreement relating to the Mobility Plus franchise that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

Yes \_\_\_ No \_\_\_

19. IF YOU HAVE ANSWERED “YES” TO ANY OF QUESTIONS 13 THROUGH 18 ABOVE, PLEASE INDICATE THE NUMBER OF THE QUESTION(S) AND A FURTHER EXPLANATION OF YOUR ANSWER(S) IN THE SPACE PROVIDED BELOW OR AN ATTACH ADDITIONAL SHEET IF NECESSARY. IF YOU HAVE ANSWERED “NO” TO ALL OF QUESTIONS

13 THROUGH 18 ABOVE, PLEASE LEAVE THE FOLLOWING LINES BLANK.

<u>Question No.</u>	<u>Explanation</u>

You understand that your answers are important to us and that Mobility Plus will rely on them in making a decision to award a Mobility Plus franchise. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions and that you fully understand and accept the business risks involved in the purchase of a franchise business.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Prospective Franchisee

Print Name: \_\_\_\_\_

**EXHIBIT C**

**FORM OF GENERAL RELEASE**

*[This is our current standard form of General Release. This document is not signed when you purchase a franchise. In circumstances such as a renewal of your franchise or as a condition of our approval of a sale of your franchise, we may require you to sign a general release.]*

This General Release (“Release”) is executed by the undersigned (“Releasor”) in favor of Mobility Plus Systems, LLC, an Illinois limited liability company (“Mobility Plus”).

**Background Statement:** *[describe circumstances of Release]*

Releasor agrees as follows:

**1. Release.** Releasor (on behalf of itself and its parents, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, managers, members, partners, agents, and employees (collectively, the “Releasing Parties”)) hereby releases Mobility Plus, its affiliates, and their respective directors, officers, shareholders, employees, and agents (collectively, the “Released Parties”) from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature, known or unknown, which any Releasing Party now has or ever had against any Released Party based upon and/or arising out of events that occurred through the date hereof, including without limitation, anything arising out of the Franchise Agreement (collectively, “Claims”).

**2. Covenant Not to Sue.** Releasor (on behalf of all Releasing Parties) covenants not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any Released Party with respect to any Claim.

**3. Representations and Acknowledgments.** Releasor represents and warrants that: (i) Releasor is the sole owner of all Claims, and that no Releasing Party has assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim; (ii) Releasor has full power and authority to sign this Release; and (iii) this Release has been voluntarily and knowingly signed after Releasor has had the opportunity to consult with counsel of Releasor’s choice. Releasor acknowledges that the release in Section 1 is a complete defense to any Claim.

**4. Miscellaneous.** If any of the provisions of this Release are held invalid for any reason, the remainder of this Release will not be affected and will remain in full force and effect. In the event of any dispute concerning this Release, the dispute resolution, governing law, and venue provisions of the Franchise Agreement shall apply. Releasor agrees to take any actions and sign any documents that Mobility Plus reasonably requests to effectuate the purposes of this Release. This Release contains the entire agreement of the parties concerning the subject matter hereof.

Agreed to by:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_



**EXHIBIT D**  
**FINANCIAL STATEMENTS**

MOBILITY PLUS SYSTEMS, LLC

Financial Statements For The Years Ended December 31, 2021 & December 31, 2020

TOGETHER WITH INDEPENDENT ACCOUNTANT AUDIT REPORT

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**CONSENT**

Omar Alnuaimi, CPA, consents to the use in the Franchise Disclosure Document issued by MOBILITY PLUS SYSTEMS, LLC (“Franchisor”) on March 21, 2022, as it may be amended, of my report dated March 21, 2022, relating to the Balance Sheet as of December 31, 2021 & December 31, 2020, and the related Profit & Loss Statement, the related Statement of Cashflows, and the related Statement of Shareholders’ Equity for the years then ended of Franchisor.



Omar Alnuaimi, CPA

Naperville, IL  
March 21, 2022



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## INDEPENDENT ACCOUNTANT AUDIT REPORT

To the Management of MOBILITY PLUS SYSTEMS, LLC

We have audited the accompanying financial statements of MOBILITY PLUS SYSTEMS, LLC (the “Company”), which comprise the Balance Sheet as of December 31, 2021 & December 31, 2020, the related Profit & Loss Statement, the related Statement of Cashflows, and the related Statement of Shareholders’ Equity for the years then ended.

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of MOBILITY PLUS SYSTEMS, LLC. as of December 31, 2021 & December 31, 2020, 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.

### **Management’s Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these 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 financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor’s Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit 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 financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the 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 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 financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

A handwritten signature in blue ink that reads 'Omar Alnuaimi, CPA'.

Omar Alnuaimi, CPA

Naperville, IL  
March 21, 2022



**MOBILITY PLUS SYSTEMS, LLC**  
**PROFIT & LOSS STATEMENT**  
**FOR THE YEARS ENDED DECEMBER 31, 2021 & DECEMBER 31, 2020**

	<u>2021</u>	<u>2020</u>
<b>Revenue</b>		
Revenue - Franchise Fees	\$ 953,561	\$2,231,110
Revenue - Franchise Royalties	786,604	113,721
Revenue - Other	71,480	46,214
Less: Discounts & Allowances	(150,367)	(517,760)
<b>Total Revenue</b>	<u>1,661,277</u>	<u>1,873,285</u>
<b>Operating Expense</b>		
Outside Labor Expense	725,838	220,681
Advertising & Marketing Expense	237,371	214,471
Area Development Commission Expense	171,410	-
Technology & Software Expense	105,221	79,593
Commissions Expense	95,715	146,320
Selling, General, & Admin Expense	58,518	44,191
Supplies Expense	38,296	23,750
Legal & Professional Fees	31,618	11,487
Dues & Subscriptions	23,123	-
Rent Expense	14,531	27,750
Other Office Expenses	12,906	10,205
Insurance Expense	7,400	2,914
<b>Total Operating Expenses</b>	<u>1,521,948</u>	<u>781,362</u>
<b>Net Income From Operations</b>	139,330	1,091,923
<b>Other Income (Expense)</b>		
Deprecation Expense	(469)	-
<b>Total Other Income (Expense)</b>	<u>(469)</u>	<u>-</u>
<b>Net Income Before Provision for Income Tax</b>	138,861	1,091,923
<b>Provision for Income Taxes</b>	-	-
<b>Net Income (Loss)</b>	<u>\$ 138,861</u>	<u>\$1,091,923</u>

*See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.*

**MOBILITY PLUS SYSTEMS, LLC**  
**BALANCE SHEET**  
**AS OF DECEMBER 31, 2021 & DECEMBER 31, 2020**

	<u>12/31/2021</u>	<u>12/31/2020</u>
<b><u>ASSETS</u></b>		
<b>CURRENT ASSETS</b>		
Cash and Cash Equivalents	\$ 105,823	\$ 200,406
Due From Affiliate	1,114,185	-
Prepaid Expenses	-	43,689
Accounts Receivable	350,946	369,550
TOTAL CURRENT ASSETS	1,570,954	613,645
<b>NON-CURRENT ASSETS</b>		
Fixed Assets	43,000	-
Less: Accumulated Depreciation	(1,701)	-
TOTAL NON-CURRENT ASSETS	41,299	-
TOTAL ASSETS	1,612,253	613,645
<b><u>LIABILITIES AND OWNER'S EQUITY</u></b>		
<b>CURRENT LIABILITIES</b>		
Company Credit Card	19,179	-
Deferred Revenue (current)	60,446	-
TOTAL CURRENT LIABILITIES	79,624	-
<b>NON-CURRENT LIABILITIES</b>		
Deferred Revenue (non-current)	483,565	-
TOTAL NON-CURRENT LIABILITIES	483,565	-
TOTAL LIABILITIES	563,189	-
<b>OWNER'S EQUITY</b>		
Retained Earnings (Deficit)	910,203	(478,278)
Net Income (Loss)	138,861	1,091,923
TOTAL SHAREHOLDERS' EQUITY	1,049,064	613,645
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	\$1,612,253	\$ 613,645

*See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.*

**MOBILITY PLUS SYSTEMS, LLC**  
**STATEMENT OF CASHFLOWS**  
**FOR THE YEARS ENDED DECEMBER 31, 2021 & DECEMBER 31, 2020**

	<u>2021</u>	<u>2020</u>
<b>OPERATING ACTIVITIES</b>		
Net Income	\$ 138,861	\$ 1,091,923
Non-Cash Adjustments		
Decrease in Accounts Receivable	18,604	(369,550)
Decrease in Prepaid Expenses	43,689	(43,689)
Increase in Accumulated Deprecation	469	-
Increase in Due From Affiliate	(1,114,185)	-
Increase in Deferred Revenue	544,011	-
Increase in Current Liabilities	19,179	7,628
Other Changes in Working Capital	1,232	12,204
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	<u>(348,141)</u>	<u>698,516</u>
<b>INVESTING ACTIVITIES</b>		
Fixed Assets	(43,000)	-
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	<u>(43,000)</u>	<u>-</u>
<b>FINANCING ACTIVITIES</b>		
Owner's Contribution (net)	296,558	(530,917)
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	<u>296,558</u>	<u>(530,917)</u>
NET INCREASE (DECREASE) IN CASH	(94,583)	167,599
CASH AT BEGINNING OF PERIOD	200,406	32,807
CASH AT END OF PERIOD	<u>\$ 105,823</u>	<u>\$ 200,406</u>

*See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.*



**MOBILITY PLUS SYSTEMS, LLC**  
**STATEMENT OF SHAREHOLDERS' EQUITY**  
**AS OF DECEMBER 31, 2021 & DECEMBER 31, 2020**

	<b>Opening Equity Balance</b>	<b>Yearly Changes</b>	<b>Total</b>
<b>Balance, December 31, 2019</b>	\$ 52,639	\$ -	\$ 52,639
Net Income for the period ending December 31, 2020	-	1,091,923	1,091,923
Equity Contributions (Distributions)	-	(530,917)	(530,917)
<b>Balance, December 31, 2020</b>	<b>\$ 52,639</b>	<b>\$ 561,006</b>	<b>\$ 613,645</b>

	<b>Opening Equity Balance</b>	<b>Yearly Changes</b>	<b>Total</b>
<b>Beginning Balance</b>	\$ 613,645	\$ -	\$ 613,645
Net Income for the period ending December 31, 2021	-	138,861	138,861
Equity Contributions (Distributions)	-	296,558	296,558
<b>Balance, December 31, 2021</b>	<b>\$ 613,645</b>	<b>\$ 435,419</b>	<b>\$1,049,064</b>

*See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.*

MOBILITY PLUS SYSTEMS, LLC  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2021 & DECEMBER 31, 2020

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**NOTE A – ORGANIZATION AND NATURE OF ACTIVITIES**

Mobility Plus Systems, LLC (the “Company”) is a franchising company whose franchise locations sell, service, and rent scooters, ramps, stair lifts, and other mobility-related products and services for the consumer market.

**NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Basis of Presentation

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“US GAAP”). As a result, the Company records revenue when earned and expenses when incurred. The Company has adopted the calendar year as its basis of reporting.

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 the reported amounts of assets and liabilities, and the disclosures of contingent assets and liabilities and other items, as well as the reported revenues and expenses. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and any cash equivalents include all cash balances, and highly liquid investments with maturities of three months or less when purchased.

Accounts Receivable

The Company’s trade receivables are recorded when billed and represent claims against third parties that will be settled in cash. The carrying value of the Company’s receivables, net of the allowance for doubtful accounts, represents their estimated net realizable value. This balance primarily consists of recognized franchise fees to be collected from franchisees.

The Company evaluates the collectability of accounts receivable on a customer-by-customer basis. The Company records a reserve for bad debts against amounts due to reduce the net recognized receivable to an amount the Company believes will be reasonably collected. The reserve is a discretionary amount determined from the analysis of the aging of the accounts receivables, historical experience and knowledge of specific customers. As of December 31, 2021 & December 31, 2020, The Company assessed its customer receivables and determined there is no justification for an allowance for doubtful accounts.

MOBILITY PLUS SYSTEMS, LLC  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2021 & DECEMBER 31, 2020

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**NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)**

Fixed Assets and Depreciation

Fixed Assets is stated at cost. Accounting principles generally accepted in the United States of America require that property and equipment be depreciated using the straight-line method which is reflected in these financial statements herein. Expenditures for normal repairs and maintenance are charged to operations as incurred.

The Company reviews long-lived assets for impairment whenever events or circumstances indicate that the carrying value of such assets may not be fully recoverable. Impairment is present when the sum of the undiscounted estimated future cash flows expected to result from use of the assets is less than carrying value. If impairment is present, the carrying value of the impaired asset is reduced to its fair value. As of December 31, 2021, no impairment loss has been recognized for long-lived assets.

Fair Value of Financial Instruments

Financial Accounting Standards Board (“FASB”) guidance specifies a hierarchy of valuation techniques based on whether the inputs to those valuation techniques are observable or unobservable. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect market assumptions. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to unobservable inputs (Level 3 measurement). The three levels of the fair value hierarchy are as follows:

- Level 1 - Unadjusted quoted prices in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. Level 1 primarily consists of financial instruments whose value is based on quoted market prices such as exchange-traded instruments and listed equities.
- Level 2 - Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly (e.g., quoted prices of similar assets or liabilities in active markets, or quoted prices for identical or similar assets or liabilities in markets that are not active).
- Level 3 - Unobservable inputs for the asset or liability. Financial instruments are considered Level 3 when their fair values are determined using pricing models, discounted cash flows or similar techniques and at least one significant model assumption or input is unobservable.

As of December 31, 2021 & December 31, 2020, the carrying amounts of the Company’s financial assets and liabilities reported in the balance sheets approximate their fair value.

MOBILITY PLUS SYSTEMS, LLC  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2021 & DECEMBER 31, 2020

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**NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)**

Revenue Recognition

Revenues are primarily derived from franchise fees (one-time and recurring monthly fees). In accordance with Accounting Standards Codification (ASC) Topic 606, Revenue will be recognized when persuasive evidence of an arrangement exists, delivery has occurred, or services have been rendered, the seller's price to the buyer is fixed or determinable, and collectability is reasonable assured. The determination of whether fees and fixed or determinable and collection is reasonable assured involves the use of assumptions. Arrangement terms and customer information are evaluated to ensure that these criteria are met prior to recognition of revenue.

Specifically for franchisors, The Financial Accounting Standards Board (FASB) has issued an Accounting Standards Update (ASU) to ASC 606, Franchisors—'Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient' in 2021 which provides a new practical expedient that permits private company franchisors to account for preopening services provided to a franchisee as distinct from the franchise license if the services are consistent with those included in a predefined list within the guidance. The Company has elected to adopt this new standard.

Income Taxes

The Company, with the consent of its shareholders, has elected to be an S-Corporation (for tax purposes). In lieu of corporate income taxes, the shareholder(s) of an S-Corporation is taxed based on its proportionate share of The Company's taxable income. Therefore, no provision or liability for income taxes has been included in these financial statements.

Commitments and Contingencies

The Company may be subject to pending legal proceedings and regulatory actions in the ordinary course of business. The results of such proceedings cannot be predicted with certainty, but the Company does not anticipate that the final outcome, if any, arising out of any such matter will have a material adverse effect on its business, financial condition or results of operations. As of December 31, 2021 & December 31, 2020, the Company has not reported any lawsuit or known plans of litigation by or against the Company.

Due From Affiliate

The affiliated organization is wholly owned by one single shareholder who also wholly owns MOBILITY PLUS SYSTEMS, LLC. The affiliated organization was established to primarily collect royalty fees from franchisees of MOBILITY PLUS SYSTEMS, LLC. and be the distributor of product sold by franchisee locations. As such, the reported balance primarily represents royalty fees collected from franchisees which are due to MOBILITY PLUS SYSTEMS, LLC.

MOBILITY PLUS SYSTEMS, LLC  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2021 & DECEMBER 31, 2020

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**NOTE C – CONCENTRATIONS OF RISK**

Financial instruments that potentially subject the Company to credit risk consist of cash and cash equivalents. The Company places its cash and any cash equivalents with a limited number of high-quality financial institutions and do not exceed the amount of insurance provided on such deposits.

**NOTE D – SUBSEQUENT EVENTS**

Management has evaluated subsequent events through March 21, 2022, the date on which the financial statements were available to be issued. Management has determined that none of the events occurring after the date of the balance sheet through the date of Management's review substantially affect the amounts and disclosure of the accompanying financial statements.



A. ANDREW GANIODIS  
CERTIFIED PUBLIC ACCOUNTANT

**MOBILITY PLUS SYSTEMS, LLC**

DECEMBER 31, 2019 AND 2018

FINANCIAL STATEMENTS

279 Niagara Falls Blvd. Amherst, New York 14226 716 – 510-6068

# MOBILITY PLUS SYSTEMS, LLC

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**A. ANDREW GLANIODIS**  
**CERTIFIED PUBLIC ACCOUNTANT**

May 30, 2020

## **INDEPENDENT AUDITORS' REPORT**

Board of Directors and Members of  
Mobility Plus Systems, LLC:

### **REPORT ON FINANCIAL STATEMENTS**

I have audited the accompanying balance sheet of Mobility Plus Systems, LLC (a limited liability company) as of December 31, 2019 and 2018 and the related statements of operations, changes in owner's equity and cash flows for the years then ended. These financial statements are the responsibility of the Company's management.

### **MANAGEMENT'S RESPONSIBILITY FOR THE FINANCIAL STATEMENTS**

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

### **AUDITOR'S RESPONSIBILITY**

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

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of risks of material misstatements of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the 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 Company's internal control. Accordingly, I express no such opinion.

-1-

279 Niagara Falls Blvd. Amherst, New York 14226 716 – 510-6068



An audit also includes evaluating appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

#### OPINION

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Mobility Plus Systems, LLC (a limited liability company) as of December 31, 2019 and 2018 and the results of operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

A handwritten signature in black ink that reads "A. Andrew Gianiodis CPA". The signature is written in a cursive style.

A. Andrew Gianiodis

Certified Public Accountant

279 Niagara Falls Blvd. Amherst, New York 14226 716 – 510-6068

## Mobility Plus Systems, LLC

### Balance Sheet December 31, 2019 and 2018

	ASSETS	
	2019	2018
<b>CURRENT ASSETS</b>		
Cash	\$ 32,807	\$ 3,617
Inventory	27,460	-
Due From Affiliates	-	-
<b>TOTAL CURRENT ASSETS</b>	<b>60,267</b>	<b>3,617</b>
<b>FIXED ASSETS</b>		
Equipment	-	-
<b>OTHER ASSETS</b>		
Organization Costs	-	-
Franchise Fees	-	-
	-	-
<b>TOTAL ASSETS</b>	<b>\$ 60,267</b>	<b>\$ 3,617</b>
<b>LIABILITIES &amp; MEMBERS EQUITY</b>		
<b>CURRENT LIABILITIES</b>		
Accounts Payable	\$ 7,628	\$ -
Due to Affiliates	-	-
<b>TOTAL CURRENT LIABILITIES</b>	<b>7,628</b>	<b>-</b>
<b>TOTAL LIABILITIES</b>	<b>7,628</b>	<b>-</b>
<b>MEMBERS' EQUITY</b>		
Equity	52,639	3,617
<b>TOTAL EQUITY</b>	<b>52,639</b>	<b>3,617</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>\$ 60,267</b>	<b>\$ 3,617</b>

*See accompanying notes*

**Mobility Plus Systems, LLC**  
**Statement of Operations**  
**Years ending December 31, 2019 and 2018**

	2019	2018
<b>Revenues</b>		
Franchise fee	\$ 768,000	\$ 355,900
Other revenue	108,917	11,656
Total revenue	876,917	367,556
<b>Expenses</b>		
Auto	11,612	2,400
Bank charges	1,183	-
Commissions	333,483	183,778
Computer & Internet	25,600	18,336
Equipment	14,400	14,400
License	220	-
Marketing	63,837	80,084
Office	22,540	30,000
Professional Fees	41,700	7,695
Travel	13,320	13,300
Total expenses	527,895	349,993
<b>Net Income</b>	<b>\$ 349,022</b>	<b>\$ 17,563</b>

*See accompanying notes*

## Mobility Plus Systems, LLC

### Statement of Changes in Members' Equity Years ending December 31, 2019 and 2018

	Total Equity
Equity at January 1, 2018	\$ (13,946)
Capital Contributions in 2018	-
Net Income	<u>17,563</u>
Equity at December 31, 2018	<u>\$ 3,617</u>
Equity at January 1, 2019	\$ 3,617
Member Draws	(300,000)
Net Income	<u>349,022</u>
Equity at December 31, 2019	<u>\$ 52,639</u>

*See accompanying notes*

**Mobility Plus Systems, LLC**  
**Statement of Cash Flows**  
**Years ending December 31, 2019 and 2018**

	2019	2018
Cash flows from operating activities:		
Net Income/Loss	<u>\$ 349,022</u>	<u>\$ 17,563</u>
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation & amortization	-	-
Changes in assets and liabilities		
Current assets	(27,460)	-
Current liabilities	<u>7,628</u>	<u>(13,961)</u>
Net cash provided by operating activities	<u>329,190</u>	<u>3,602</u>
Cash flows from investing activities:		
Expenditures on Start-up Costs	<u>-</u>	<u>-</u>
Net cash provided by investing activities	<u>-</u>	<u>-</u>
Cash flows from financing activities:		
Member draws	<u>(300,000)</u>	<u>-</u>
Net cash provided by investing activities	<u>(300,000)</u>	<u>-</u>
Net change in cash	29,190	3,602
Cash - beginning of year	<u>3,617</u>	<u>15</u>
Cash - end of year	<u><u>\$ 32,807</u></u>	<u><u>\$ 3,617</u></u>
Supplemental Disclosures		
Interest Paid	-	-
Income Taxes Paid	-	-

*See accompanying notes*

## MOBILITY PLUS SYSTEMS, LLC NOTES TO FINANCIAL STATEMENTS

### **NOTE 1      SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

This summary of significant accounting policies of Mobility Plus Systems, LLC is presented to assist in understanding the Company's financial statements. The financial statements and notes are representations of the Company's management who is responsible for the integrity and objectivity of the financial statements. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

#### **ORGANIZATION AND NATURE OF BUSINESS**

The Company was incorporated under the laws of the State of Illinois for the purpose of offering franchise opportunities to entrepreneurs who want to own and operate their own Mobility Plus operation, as a franchise.

#### **BASIS OF PRESENTATION**

The financial statements are presented on the accrual basis of accounting.

#### **CASH AND CASH EQUIVALENTS**

For the purpose of the statement of cash flows, the Company considers unrestricted currency, demand deposits, money market accounts and all highly liquid debt instruments purchased with original maturities of 90 days or less to be cash equivalents.

#### **REVENUE RECOGNITION**

Initial franchise fees will be recorded as income when the company provides substantially all the initial services agreed upon in the franchise agreement or when the franchise has commenced operations, whichever comes first. If the fee is received over a period of time and the Company has no reasonable basis for estimating the collectability of the fee, the Company will use the installment method of recognition of the initial fee as revenue. Monthly royalty fees will be recognized when paid by the franchisee.

## MOBILITY PLUS SYSTEMS, LLC NOTES TO FINANCIAL STATEMENTS

### **COMPANY INCOME TAXES**

The Company, with the consent of its ownership, has elected to be treated as an LLC. As such, the Company is not responsible for income taxes on its taxable income; rather, the members will be responsible for their pro rata share of any taxable income. Therefore, no provision or liability for income taxes has been included in these financial statements.

### **USE OF ESTIMATES**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

### **NOTE 2      DISCLOSURE ABOUT FAIR VALUE OF FINANCIAL INSTRUMENTS**

The Company estimates that the fair value of all financial instruments at December 31, 2019 and 2018, does not differ materially from the aggregate carrying values of its financial instruments recorded in the accompanying balance sheet. The estimated fair value amounts have been determined by the Company using available market information and appropriate valuation methodologies. Considerable judgment is required in interpreting market data to develop the estimates of fair value, and accordingly, the estimates are not necessarily indicative of the amounts that the Company could realize in a current market exchange.

### **NOTE 3      COMMITMENTS AND CONTINGENCIES**

The Company does not carry general liability or worker's compensation coverage, nor is it self-insured.

### **NOTE 4      FRANCHISE AGREEMENT**

The terms of the Company's franchise agreement will be as follows:

- A. The Company will grant the right to use the Company name, trademark and system in the franchisee's franchise development business.
- B. The franchisee is obligated to pay a non-refundable initial franchise fee.
- C. The franchisee is obligated to pay a monthly royalty fee. Certain other fees are also outlined in the agreement.

**MOBILITY PLUS SYSTEMS, LLC**  
**NOTES TO FINANCIAL STATEMENTS**

**NOTE 5      SUBSEQUENT EVENTS**

Subsequent events have been evaluated through May 30, 2020, the date that the financial statements were available to be issued.



## **EXHIBIT E**

### **MANUAL TABLE OF CONTENTS**

Manual and Data on Tablet

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**EXHIBIT F**  
**CURRENT AND FORMER FRANCHISEES**

Current Franchisees

FRANCHISEE	SHOW ROOM	SHIP TO / SHOWROOM ADDRESS	CITY	ST	ZIP	FRANCHISE NAME	SHOWROOM PHONE
Chris Pelletier	Yes	557 Main St.	Raston	WY	82440	MP Yellowstone	(307) 254-5039
Jeff & Tammy Rule	Yes	19668 W Highway 11, Suite D	Lenoir City	TN	37772	MP West Knoxville	(865) 383-0987
Kyle Vermeulen	Yes	7121 Grand National Drive, Ste 103	Orlando	FL	32819	MP Orlando Theme Parks	(407) 270-4009
Kaushik Mukhopadhyay	Yes	3650 Boston Rd, Suite 110	Lexington	KY	40514	Mobility Plus Lexington	(803) 351-0748
Dipti Patel	Yes	3715 Maccorkle Ave SE	Charleston	WV	25304	MP Charleston WV	(304) 932-0032
Tony Valenzuela	Yes	101 S. La Cañada Drive, Suite 60	Green Valley	AZ	85614	MP Green Valley	(520) 333-2599
Ken Fariss	Yes	100 N Dixieland Rd, Suite D-1	Rogers	AR	72756	MP Rogers	(866) 456-7587
Bradd Lexer & Lori K. Holbert (manager)	Yes	270 NW Peacock Blvd., Unit 104	Port Saint Lucie	FL	34986	MP Port St. Lucie	(772) 281-4645
Greg Vance & Mike Driver	Yes	220 Frontage Rd, Suite A	Columbia City	IN	46725	MP Columbia City, IN	(260) 503-6066
Nate & Eunice Njaramba	Yes	518 Owen Drive	Fayetteville	NC	28304	MP Fayetteville	(910) 800-0940
Paula Olivero & Jose Lopez	Yes	3641 Tyrone Blvd. North, Suite #2	St. Petersburg	FL	33710	MP St. Petersburg	(727) 390-5438
Dave Sommers	Yes	12700 Market Ave. N	Hartville	OH	44632	MP South Cleveland	(330) 690-0963
Tim Hudson	Yes	39023 County Road 54	Zephyrhills	FL	33542	MP Pasco County	(813) 733-1040
David & Hannah Beal	Yes	6359 Rutledge Pike	Knoxville	TN	37924	MP Knoxville	(865) 253-7757
Bob Bradley	Yes	15461 Clayton Rd	Ballwin	MO	63011	MP Ballwin	(314) 608-5789
Sam & Devan Parrott	Yes	2650 Fairview Place, Suite W	Greenwood	IN	46142	MP Greenwood	(317) 868-4220

**Current Franchisees**

Steve Bruner	Yes	6719 E. 2nd Street, Suite D	Prescott Valley	AZ	86314	MP Prescott Valley	(928) 308-2465
Gary & Dan Ross	Yes	245 S Plumer Ave, Ste 2	Tucson	AZ	85719	MP Tucson	(520) 225-0415
Jeff & Amy Ashcraft	Yes	7171 Jurupa Ave, Unit 3	Riverside	CA	92504	MP Riverside	(951) 406-1446
Jeremiah Marquis & Dustin Carter	Yes	7777 W 38th Ave, Ste A122	Wheat Ridge	CO	80033	MP Arvada/Wheat Ridge	(303) 993-3010
Darrin Witten	Yes	3540 Highway 52, Suite E3	Frederick	CO	80516	MP Frederick	(303) 952-9729
Lynn Henderson	Yes	1212 County Road1	Dunedin	FL	34698	MP Clearwater	(727) 733-7587
Lauren & Tim Mobley	Yes	5285 Shad Rd, Suite 207	Jacksonville	FL	32257	MP Jacksonville	(904) 903-7759
Ana Carillo	Yes	1751 N. University Drive	Pembroke Pines	FL	33024	MP Pembroke Pines	(754) 210-6920
Brian Cherniack	Yes	339 N. Milwaukee St.	Boise	ID	83704	MP Boise	(208) 617-5200
Dustin Delcambre	Yes	450 Failla Rd	Lafayette	LA	70508	MP Lafayette	(337) 552-1902
Nik Lamansky	Yes	1393 Wheaton Dr, Suite 800	Troy	MI	48083	MP Troy	(248) 535-2960
Dennis & Eveyln Handley	Yes	1839 NW Vivion Rd	Riverside	MO	64150	MP Platte County	(816) 631-2903
Joe & Chris Lazarczyk	Yes	2239 West Arlington Blvd	Greenville	NC	27834	MP Greenville	(252) 751-6677
Paula Wells & Jim Luck	Yes	274 Eastchester Drive, Suite 119	High Point	NC	27262	MP High Point	(336) 355-1019
Melissa & Craig Sprinkles	Yes	115 Commons Dr, Suite G	Mooresville	NC	28117	MP Lake Norman	(704) 765-3216
Troy Bloomquist & Brent Urban	Yes	13520 Cottner Street	Omaha	NE	68137	MP Omaha	(402) 804-8668
Marcus & Meri-Louise Harrison	Yes	570 West Cheyenne Avenue, Suite 90	North Las Vegas	NV	89030	MP North Las Vegas	(702) 756-0561

**Current Franchisees**

Jason Lanning & Randy Cotterman	Yes	2603 Needmore Rd	Dayton	OH	45414	MP Dayton	(937) 949-8044
Alex & Tina Gruszka	Yes	10333 Northfield Rd, Suite 144	Northfield	OH	44067	MP Northfield	(330) 748-0675
Shawn Zech	Yes	11435 Princeton Pike	Cincinnati	OH	45246	MP Tri County and Cincinnati Area	(513) 259-3821
Sandy Holifield	Yes	4136 Library Road, Suite A1	Pittsburgh	PA	15234	MP Pittsburgh	(412) 426-9144
Scott Wortham	Yes	1017 Whitehall Road	Anderson	SC	29625	MP Anderson	(864) 401-8722
Jay Linx	Yes	208 Montvue Ave	Morristown	TN	37813	MP Morristown	(423) 839-0923
Eric & Melvin Bolden	Yes	227 S. Interstate 35E Service Rd.	DeSoto	TX	75115	MP DeSoto	(469) 250-7396
Suzanne Coates	Yes	345 Southwestern Blvd	Sugar Land	TX	77478	MP Sugar Land	(281) 762-2101
Pat & Barri Little	Yes	3814 Acushnet Dr., Suite 108	Corpus Christi	TX	78413	MP Corpus Christi	(361) 462-4690
Steve & Kit Ziembiec	Yes	3725 N 126th St, Unit G	Brookfield	WI	53005	MP Greater Milwaukee	(518) 369-1243
Samuel Pierre & La'Nette Worford	Yes	5265 University Pkwy, Ste 101-164	University Park	FL	34201	MP Manatee	(941) 714-0068
Scott & Lara Vineyard	Yes	15525 N. 83rd Way, Suite B-1	Scottsdale	AZ	85260	MP North Scottsdale	(480) 687-4043
Marna Arvie	Yes	11625 Broadway Street, Suite 125	Pearland	TX	77584	MP Pearland	(832) 617-8196
Mike & Jennifer Caggiano	Yes	525 North Green River Road	Evansville	IN	47715	MP Evansville	(812) 550-1444
Cesar Diaz	No	2101 FM 1187	Crowley	TX	76036	MP Crowley	(214) 862-6218
Joseph Boone	No	232 W. Main St., Suite 111	Leola	PA	17540	MP Lancaster	(717) 672-6635
Joe Durst	No	1831 12th Ave. S. #166	Nashville	TN	37203	MP Middle Tennessee	(615) 669-4162

**Current Franchisees**

Tom Stempel

No

C/O Volusia Rental 701 Spring Garden Ave

Deland

FL

32720 MP of Greater Orlando

(386) 717-9971

Franchise Agreement Signed but  
not yet open

FRANCHISEE	ADDRESS	CITY	ST	ZIP	FRANCHISE NAME	SHOWROOM PHONE
Michael & Billie Jo Miller	8437 US Highway 42	Florence	KY	41042	MP Florence	(859) 918-1006
Scott Taylor	2730 East Highway 34, Suite B Bldg 2	Newnan	GA	30265	MP Newnan	(470) 347-5082
Jenny Bailey	1225 Coronet Drive, Ste 3	Dalton	GA	30720	MP Dalton	(770) 905-9247
Anthony Allen	TBD		AZ		MP Casa Grande	TBD
Tim Mobley	TBD		FL		MP St Augustine	TBD
Gary Ross	TBD		AZ		MP Oro Valley	TBD
Gary Ross	TBD		AZ		MP Tuscon #3	TBD
Gary Ross	TBD		AZ		MP Tuscon #4	TBD

Former Franchisees 2021

FRANCHISEE	ADDRESS	CITY	ST	ZIP	FRANCHISE NAME	SHOWROOM PHONE
Dave Friar	15560 NW US HWY 441, Suite 130	Alachua	FL	32038	MP North Florida	(386) 418-3715
Lorell Century	(Never Opened)	Pueblo	CO		MP Pueblo	N/A
Kelly Wilhelm	(Never Opened)		OH		N/A	N/A
Dave Garcia	(Never Opened)	Plano	TX		N/A	N/A



**EXHIBIT G**  
**STATE ADDENDA TO DISCLOSURE DOCUMENT**

**MOBILITY PLUS SYSTEMS, LLC  
ADDENDUM TO DISCLOSURE DOCUMENT  
FOR THE STATE OF MARYLAND**

In the State of Maryland only, this Disclosure Document is amended as follows:

The following is added to Item 17:

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.

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

You have the right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

The Franchise Agreement provides for termination upon bankruptcy of the franchisee. This provision may not be enforceable under federal bankruptcy law.

**MOBILITY PLUS SYSTEMS, LLC  
ADDENDUM TO DISCLOSURE DOCUMENT  
FOR THE COMMONWEALTH OF VIRGINIA**

In the Commonwealth of Virginia only, this Disclosure Document is amended as follows:

The following statements are added to Item 17(h):

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to the franchisee under the franchise, that provision may not be enforceable.

Item 17(t) is amended to read as follows:

Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.

**EXHIBIT H**  
**STATE ADDENDA TO FRANCHISE AGREEMENT**

**MOBILITY PLUS SYSTEMS, LLC  
ADDENDUM TO THE FRANCHISE AGREEMENT  
FOR THE STATE OF INDIANA**

This addendum to the Franchise Agreement is by and between Mobility Plus Systems, LLC (Franchisor) and \_\_\_\_\_ (Franchisee) to amend said Agreement as follows:

The Indiana Franchises Law, Title 23, Chapter 2.5, Sections 1 through 51 of the Indiana Code, supersedes any provisions of the Franchise Agreement if such provisions are in conflict with that law.

**In witness whereof**, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective as of the date below the signatures.

Agreed to by:

FRANCHISOR:

FRANCHISEE:

MOBILITY PLUS SYSTEMS, LLC

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MOBILITY PLUS SYSTEMS, LLC  
ADDENDUM TO THE FRANCHISE AGREEMENT  
FOR THE STATE OF MARYLAND**

This Addendum is to a Franchise Agreement dated \_\_\_\_\_, 20\_\_ between Mobility Plus Systems, LLC (Franchisor) and \_\_\_\_\_(Franchisee) to amend said Agreement as follows:

1. Section 4.2 of the Franchise Agreement on Right to Obtain Successor Franchise Agreements, Section 5.1.B of the Franchise Agreement on refund of fees upon failure to satisfactorily complete training, and Section 14.3 of the Franchise Agreement on Transfer by the Franchisee are amended by the addition of the following language to the original language that appears therein:

"Any provision requiring Franchisee to execute a general release of any and all claims against Franchisor as a condition of renewal, sale, and/or assignment/transfer shall not apply under Maryland Franchise Registration and Disclosure Law."

2. Section 16.2 of the Franchise Agreement on The Company's Right to Terminate After Opening is amended by the addition of the following language to the original language that appears therein:

"Termination upon bankruptcy of the Franchisor may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

3. Section 20.6 of the Franchise Agreement on Choice of Forum shall be amended by the addition of the following language to the original language that appears therein:

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

4. Article II of the Franchise Agreement on Acknowledgements shall be amended by the addition of the following language to the original language that appears therein:

"The representations of this section 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 by the addition of the following:

"Any limitation of claims provisions 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. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise."

6. Section 9.1 of the Franchise Agreement is revised in part as follows:

“Payment of the Initial Franchise Fee shall be deferred until Franchisor has satisfied all of its pre-opening obligations to Franchisee.”

IN WITNESS HEREOF, the parties have signed this Agreement as of the day and year first above written.

FRANCHISOR:

MOBILITY PLUS SYSTEMS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

FRANCHISEE:

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**MOBILITY PLUS SYSTEMS, LLC  
ADDENDUM TO FRANCHISE AGREEMENT  
FOR THE COMMONWEALTH OF VIRGINIA**

This addendum to the Franchise Agreement is by and between Mobility Plus Systems, LLC (Company) and \_\_\_\_\_ (Franchisee) to amend said Agreement as follows:

1. Section 9.1 of the Franchise Agreement on “Initial Franchise Fee” is amended by the addition of the following:

The Virginal State Corporate Commission’s Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owned by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

2. Except as expressly modified hereby, the Franchise Agreement shall remain in full force and effect in accordance with its terms.

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

FRANCHISOR:

FRANCHISEE:

MOBILITY PLUS SYSTEMS, LLC

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Exhibit I

### INFORMATION ABOUT AREA REPRESENTATIVES

#### **Arizona**

**Scott Vineyard, Transition Solutions LLC.** Scott Vineyard, through Transition Solutions LLC, has been our Area Representative in Scottsdale, AZ since February 2020. He has been employed by Nationwide Insurance E&S/Specialty in Scottsdale, AZ since June 2006. From March 2015 through the present he has served as Director of Market Strategy and Agency Management. From June 2006 through March 2015 he served as Director of Strategic Planning.

#### **California – Riverside County (partial)**

**Amy Ashcraft and Jeff Ashcraft.** Amy Ashcraft and Jeff Ashcraft have been our Area Representatives in Riverside, CA since June 2019.

#### **Colorado**

**Jeremiah Marquis, OpenDoor Franchises, LLC.** Jeremiah Marquis, through OpenDoor Franchises, LLC, has been our Area Representative in Denver, CO since April 2019. He has been Founder of OpenDoor Franchises, LLC in Denver, CO since April 2018. He was Sales Director of CannaRegs in Denver, CO from August 2017 to February 2018. He was Sales Director of MassRoots in Denver, CO from June 2015 to August 2017.

#### **Indiana – Evansville Area**

**Michael Caggiano.** Michael Caggiano has been our Area Representative in Newburgh, IN since August 2019.

#### **Louisiana – Vermillion, Iberville, West Baton Rouge, East Baton Rouge, Livingston, and Ascension Counties (Baton Rouge Area)**

**Dustin Delcambre, Delcam Investments, LLC.** Dustin Delcambre, through Delcam Investments, LLC, has been our Area Representative in Broussard, LA since October 2020.

#### **North Carolina**

**Paula Wells, CODS, LLC.** Paula Wells, through CODS, LLC, has been our Area Representative in Greensboro, NC since October 2019.

#### **Ohio – Lorain, Medina, Cuyahoga, Summit, Stark, Lake, Geauga and Portage Counties (Cleveland Area)**

**David Sommers.** Dave Sommers has been our Area Representative in Uniontown, OH since August 2020.

**Texas – Blanco, Kendall, Medina, Comal, Bexar, Guadeloupe, and Wilson Counties (San Antonio Area)**

**Pat Little and Barri Little.** Pat Little and Barri Little have been our Area Representatives in Corpus Christi, TX since November 2020.

## STATE EFFECTIVE DATES

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

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

<b>State</b>	<b>Effective Date</b>
Maryland	Pending
Michigan	March 15, 2022
Virginia	Pending
Indiana	March 25, 2022

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.

## RECEIPT

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 Mobility Plus Systems, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If Mobility Plus Systems, 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 any applicable state agency (which are listed in Exhibit A).

The name, principal business address, and telephone number of each franchise seller offering the franchise is:

Name	Principal Business Address	Telephone No.
Richard Peter	2815 Forbs Avenue, Suite 107, Hoffman Estates, IL 60192	(312) 498-6624
Spencer Jackson	2815 Forbs Avenue, Suite 107, Hoffman Estates, IL 60192	(708) 294-3822
Michael Peter	2815 Forbs Avenue, Suite 107, Hoffman Estates, IL 60192	(847) 867-6086
Norka Murphy	2815 Forbs Avenue, Suite 107, Hoffman Estates, IL 60192	(708) 294-8966

Issuance Date: March 25, 2022

I received a disclosure document dated March 25, 2022, that included the following Exhibits:

- A. State Administrators and Agents for Service of Process
- B. Franchise Agreement
- C. Form of General Release
- D. Financial Statements
- E. Manual Table of Contents
- F. Current and Former Franchisees
- G. State Addenda to Disclosure Document
- H. State Addenda to Franchise Agreement
- I. Information About Area Representatives

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date Received: \_\_\_\_\_

**Keep This Copy For Your Records**

## RECEIPT

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 Mobility Plus Systems, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If Mobility Plus Systems, 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 any applicable state agency (which are listed in Exhibit A).

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- H. State Addenda to Franchise Agreement
- I. Information About Area Representatives

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date Received: \_\_\_\_\_

**Return this copy to us.**  
**Mobility Plus Systems, LLC**  
**2815 Forbs Ave, Suite 107, Hoffman Estates, Illinois 60192**