



FRANCHISE DISCLOSURE DOCUMENT

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Executive Home Care Franchising, LLC
(a New Jersey Limited Liability Company)

270 State Street

Hackensack, New Jersey 07601

Telephone: (855) 393-2372

Email: franchising@executivehomecare.com

Home page: www.executivehomecare.com



The franchisee will operate an agency providing comprehensive care and medical services to home care clients within their home and supplemental healthcare staff to institutional clients.

The total investment necessary to begin operation of an EXECUTIVE CARE YOUR HOME CARE COMPANY® franchised business is between \$96,796 and \$159,100. This includes \$35,000 that must be paid to the franchisor or affiliates.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all 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 or grant. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different forms, contact Executive Care at 270 State Street, Hackensack, New Jersey 07601, or (855) 393-2372.

The terms of your contract will govern your franchise relationship. Do not 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 “Buying a Franchise: A Consumer Guide,” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also

visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance date: April 22, 2014

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in **Exhibit E** for information about the franchisor, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN NEW JERSEY. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO ARBITRATE WITH EXECUTIVE CARE IN NEW JERSEY THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT STATES THAT NEW JERSEY LAW GOVERNS THIS AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. YOU MUST PAY THE FRANCHISOR MINIMUM ROYALTY FEES OF \$500 EACH MONTH AFTER YOU BEGIN BUSINESS, EVEN IF THE FRANCHISE BUSINESS HAS NO REVENUE.
4. SPOUSE(S) OF THE FRANCHISE OWNERS MUST SIGN A PERSONAL GUARANTY MAKING SUCH SPOUSE(S) JOINTLY AND SEVERALLY LIABLE FOR ALL OBLIGATIONS OF THE FRANCHISE WHETHER OR NOT THEY ARE INVOLVED IN THE OPERATION OF THE FRANCHISE BUSINESS. THIS REQUIREMENT PLACES THE PERSONAL ASSETS OF THE FRANCHISE OWNERS AND SPOUSE(S) AT RISK.
5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: See the next page for the state effective date table.

EXECUTIVE HOME CARE FRANCHISING, LLC
2014 STATE EFFECTIVE DATES

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

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

The effective dates of this Disclosure Document in the states listed below are:

<u>STATE</u>	<u>EFFECTIVE DATE</u>
California	
Virginia	
Rhode Island	April 29, 2014
New York	
Illinois	
Indiana	April 25, 2014
Maryland	
Minnesota	
Wisconsin	May 19, 2014

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ITEM 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify language in this Disclosure Document, we will refer to Executive Home Care Franchising, LLC, the franchisor, as “we,” “us,” “our,” or “Executive Care,” and to the franchisee as “you.” If you are a corporation, partnership or other entity, the word “you” also includes your owners.

Franchisor

We are a New Jersey Limited Liability Company formed on June 5, 2012. Our principal business address is 270 State Street, Hackensack, New Jersey 07601. We award franchises to qualified applicants for the right to operate agencies offering and providing comprehensive care and medical services to home care clients within their home, and supplemental healthcare staffing services to institutional clients, currently under the mark “**EXECUTIVE CARE YOUR HOME CARE COMPANY®**” (each an “Agency”). We do not operate any other business and have not previously operated an Agency, although our affiliates operate Agencies, as disclosed below. We have offered franchises since June 2012. We have not previously offered, nor do we currently offer, franchises in any other line of business. We do not conduct business under any other name.

Our agents for service of process are set forth on Exhibit E.

Parents, Predecessors and Affiliates

Executive Home Care, LLC (“EHC”), our affiliate, is a New Jersey limited liability company with a principal address of 270 State Street, Hackensack, New Jersey 07601. EHC was formed in April 2012. EHC is the owner of the EXECUTIVE CARE YOUR HOME CARE COMPANY® trade name and marks and, as disclosed in Item 13, has licensed us the right to use and sublicense the trademarks. Other than owning and licensing us the right to use the trademarks, EHC does not operate any other business. EHC has never offered, and does not currently offer, franchises for sale in this, or any other line of business. EHC’s predecessor, Executive Care, LLC owned the EXECUTIVE CARE trade name and marks between August 2004 and April 2012. In April 2012, EHC acquired all of its assets.

Except as disclosed above, we have no other parents, predecessors or affiliates that offer franchises in any line of business, or provide products or services to you on our behalf.

The Franchise Offered

We award the right to operate franchised businesses to qualified third party applicants. The franchised business consists of an agency that provides comprehensive care and medical services to home care clients within their home, and that markets and provides supplemental healthcare staff to institutional clients (each an “Agency” or the “Franchised Business”). As of the issuance date of this Disclosure Document, franchisees are authorized to offer some or all of the following services: non-medical companion caregiver in home care services, medical personal care in home care services, medical skilled care in home care services, and supplemental healthcare staffing. Some franchisees offer all of these services and some only offer a selection of these services. As disclosed below, state regulations may prevent your ability to offer certain of these services. Agencies are licensed to operate under the mark “EXECUTIVE CARE YOUR HOME CARE COMPANY®” and such other marks as we designate (the “Marks” or the “Proprietary Marks”). We have the right to change, modify and/or alter the Marks at any time in the future, without restriction.

In operating a Franchised Business, you must obtain all required licenses no later than six months after the date you open your Agency. Regulations may require you to obtain licenses immediately. You are also required to obtain Community Health Accreditation Program (“CHAP”) Accreditation no later than twelve months after the date you open your Agency. You must maintain your licenses and CHAP Accreditation in good standing throughout the term of your franchise agreement.

You will market and provide supplemental healthcare staff to institutional clients within the area designated in your franchise agreement. Institutional clients include facilities we approve, such as hospitals, nursing homes and clinics. You will offer the positions we designate or authorize to institutional clients. These positions may include registered nurses, clinical nurses, licensed practical nurses, nurse practitioners, home health aides, medical assistants, medical secretaries and receptionists, medical technologists, occupational health nurses, pharmacists, phlebotomists, physician assistants, radiology technologists, certified nurse assistants, physical therapists, occupational therapists, speech therapists, case managers, and other positions we designate or authorize in any home or healthcare institutional setting.

You will market your in-home care services to individuals of varying needs. You will design a customized care plan for each home care client after a Registered Nurse on your staff has evaluated their needs. You will match the client, or a family member of the client, with a qualified, pre-screened caregiver who is compatible with the client’s needs. Your Agency will also offer assistance with administering medications, ambulate and exercise based on an established care plan, reporting of conditions and changes to supervising Registered Nurse and/or doctor, take and record vital signs as instructed, in-home injections with doctor’s orders (provided that you are licensed and authorized under applicable law to do so), medication setups, bath visits physical and occupational therapy, transportation to and from doctor’s appointments and travel companionship services.

You are required to have healthcare professionals available to your clients on a regular basis and to fill in for absentee staff, as applicable. You are required to offer staffing services 24 hours a day, 7 days a week. You must also provide live client-service support 24 hours a day.

Agencies occupy a minimum of 800 square feet at a retail strip mall or other office environment.

Conversion Opportunities

We may pursue opportunities to convert similar businesses operating under different trade-names to a Franchised Business. We may provide incentives to those businesses. The terms of conversion incentives vary depending on factors such as the size of the converting business operation, perceived competitive advantage, location, demographic profile, operating history, our then-current conversion policy, the negotiations of the parties, among others.

Market Competition

You will face competition from numerous local, regional and national service providers, including independent and franchised businesses as well as national chains. Competition in the area of home health-care services and staffing services is increasing and may impact your Franchised Business. The market for the services offered by the Franchised Business is well developed and highly competitive.

Industry-Specific Regulations

You must comply with all federal, state, and local laws, rules and regulations pertaining, directly or indirectly, to the Franchised Business, including regulations pertaining to the health care industry, professional and facility licensing, insurance requirements, bonding requirements, regulations relating to health, safety and sanitation, as well as state and municipal license and certification requirements. You are also required to comply with all laws, rules and regulations of general application, including workers' compensation, corporate, tax, environmental, sanitation, insurance, smoking, EEOC, OSHA, non-discrimination, employment and sexual harassment laws.

You must obtain and maintain all health care and employment related permits, licenses, and certifications and other indications of authority necessary for the operation of your Agency, including, without limitation, a home health agency license, nurse staffing and/or employment agency license, and CHAP Accreditation (by your 13th month of operation). Some jurisdictions may also require you to obtain and maintain a Certificate of Need and a license to provide employment services. You must also obtain any other particular permit, license or accreditation that we designate. Note that some states have imposed a moratorium on the issuance of home health agency licenses, nurse staffing licenses, and other in-home healthcare licenses or permits. Depending on the state in which your Agency is located, you may need to comply with certain state licensing requirements in order to offer Medical Skilled Care from your Agency. You should also be aware of pending legislation that may affect your Agency in the future.

You are responsible for investigating the availability and requirements for obtaining all necessary licenses, permits, certifications, etc. relating to the operation of your Agency in your state. We have resources available as a reference to you, but you are solely responsible for investigating, understanding and complying with the laws, rules, regulations and requirements applicable to you and your Agency. Please note that you are prohibited from participating in Medicare and Medicaid governmental payor programs.

ITEM 2 BUSINESS EXPERIENCE

Chief Executive Officer: Leonard Verkhoglaz

Mr. Leonard Verkhoglaz became the President of Executive Care on June 5, 2012. In addition to his duties with Executive Care, Mr. Verkhoglaz serves as Chief Operating Officer of Executive Home Care, LLC, a New Jersey Limited Liability Company which offers and sells in-home care services under the Executive Care trade name and mark. Mr. Verkhoglaz has been the Chief Operating Officer of Executive Care, LLC since April 2012. Between August 2004 and April 2012, Mr. Verkhoglaz served as Chief Operating Officer of Executive Home Care, LLC's predecessor, Executive Care, LLC, a New Jersey Limited Liability Company which offered and sold in-home care services under the Executive Care trade name and mark. Mr. Verkhoglaz has also served as President of Executive Care of Florida, Inc. since July 2007. Mr. Verkhoglaz has owned and operated in-home care services business and been in the in-home care industry for the past 10 years, and has been involved in the health service industry since 1988. Mr. Verkhoglaz holds a Bachelor of Business Administration in Information Technology from Bernard M. Baruch College, and a Master of Business Administration in Finance from Pace University.

Chief Operating Officer: Alex Feldman

Mr. Alex Feldman became the Chief Operating Officer of Executive Care on June 5, 2012. In addition to his duties with Executive Care, Mr. Feldman serves as Chief Executive Officer and President of Executive Home Care, LLC, a New Jersey Limited Liability Company which offers and sells in-home care services under the Executive Care trade name and mark. Between August 2004 and April 2012, Mr. Feldman served as Chief Executive Officer and President of Executive Home Care, LLC's predecessor, Executive Care, LLC, a New Jersey Limited Liability Company which offered and sold home care services under the Executive Care trade name and mark. From 2003 to 2004, Mr. Feldman served as the Chief Operating Officer of Modern Home Health Care, Inc., a home health care company. Mr. Feldman has owned and operated home health care services business and been in the home health care industry for the past 10 years.

Director of Franchise Operations: Vladimir Tsimberg

Mr. Vladimir Tsimberg became our Director of Franchise Operations in December 2013. Prior to serving in this capacity, Mr. Tsimberg served as our Director of Franchise Development from June 2012 through December 2013. Mr. Tsimberg served as Managing Director of Delta Capital Fund, LLC, a Florida limited liability company with an address of 2215 NW 36th Street, Miami, Florida, from October 2008 to January 2012. Between 1993 and 2008, Mr. Tsimberg served as President and Chief Executive Officer of A and R Corp., a New York corporation which specialized in retail operations.

Vice President of Franchise Sales: Richard Pittius

Mr. Richard Pittius became our Vice President of Franchise Sales in December 2013. Mr. Pittius is responsible for the development of new franchises. Mr. Pittius has decades of experience in franchise development. His early career was built with Snelling & Snelling, Accountants on Call and Olsten Corporation where he drove staffing franchise sales. Mr. Pittius also developed over 400 new franchises with Fantastic Sam's International through a partnership model that produced over \$11M in new development fees and royalty fees for the company. His attention to lead generation, precision follow-up and outstanding franchisee and prospective owner service have been hallmarks of his success in the franchising industry. Mr. Pittius also served as Vice President of Franchise Development for Maaco, one of the most widely known franchising brands. Most recently, Mr. Pittius joins us from Interim HealthCare, where he served as the Vice President of Franchise Development in Ft. Lauderdale, Florida during the period November 2008 through November 2013. Mr. Pittius is a native of New Jersey and received his undergraduate and graduate degrees from St. Mary's University in Baltimore, Maryland.

ITEM 3 LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4 BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5 INITIAL FEES

Franchise Fee

You must pay an initial franchise fee in a lump sum of \$35,000 upon signing the Franchise Agreement. If you enter into three Franchise Agreements simultaneously, the initial franchise fee for your second Franchise Agreement will be reduced to \$28,000, and the initial franchise fee for your third Franchise Agreement will be reduced to \$21,000.

The initial franchise fee is not uniform as to all franchisees. The range of initial franchise fees we collected during the 2013 calendar year ranged from \$0 to \$25,900. This range does not include initial franchise fees paid by franchisees for their second or subsequent Franchise Agreements.

Conversion Initial Franchise Fee

If you qualify for our conversion program and sign the Conversion Addendum to the Franchise Agreement, you must pay an initial franchise fee in a lump sum of \$20,000 upon signing the Franchise Agreement.

All initial franchise fees are payable to us and are non-refundable upon payment. We reserve the right to alter the Initial Franchise Fee and the Conversion Initial Franchise Fee periodically as business circumstances warrant.

Training

Initial training for up to three (3) members of the management team, including you, is included in the initial franchise fee. Training for additional persons will cost \$500 per person. (See **Item 11** for further information on training.)

Referral Program

We may pay a referral fee, in an amount we determine in our sole discretion, to existing franchisees that refer a prospective franchisee to us if the prospect become a franchisee and opens a Franchised Business. We may change or discontinue this program at any time. Franchisees that refer prospective franchisees to us have no authority to make any representations on our behalf, to bind us to any contract, accept any payments from, or to negotiate on our behalf with prospective franchisees.

Except as described in this Item, you are not required to pay us any additional fees before you open.

ITEM 6 OTHER FEES

<u>TYPE OF FEE</u>	<u>AMOUNT</u>	<u>DUE DATE</u>	<u>REMARKS</u>
Monthly Royalty Fee <i>See Note 1</i>	The greater of: (a) 5% of total monthly Net Billings; or (b) \$1,000 each month.	On or before the 5 th day of the subsequent month.	You must pay the monthly royalty fee via EFT unless we notify you of an alternative payment method. We reserve the right to require you to pay the monthly royalty fee on a weekly or bi-weekly basis, or any other basis we specify, in any manner we specify.

<u>TYPE OF FEE</u>	<u>AMOUNT</u>	<u>DUE DATE</u>	<u>REMARKS</u>
Annual Royalty Fee Adjustment	The total monthly royalty fees you pay to us each year must reach the applicable Minimum Annual Royalty Fee amount. If the total monthly royalty fees you paid to us during any year do not reach the applicable Minimum Annual Royalty Fee amount, you must pay us the difference.	The Annual Royalty Fee Adjustment payment, if applicable, is due and payable to us no later than 30 days after the end of each yearly period.	The total monthly royalty fees you pay to us must each year meet the applicable Minimum Annual Royalty payment (See Note 1). If they do not, you must pay us the difference no later than 30 days after the end of each yearly period.
Individual Local Franchise Advertising	3% of Net Billings per month with a minimum of \$2,000 per month per Territory.	Monthly expenditure required to be spent by you on local advertising.	Paid by you to advertisers. You must spend the greater of 3% of Net Billings, or \$2,000, per month for local advertising purposes. If you do not comply with this requirement, we have the right to require you to pay all unexpended amounts to us or our designee. If collected, we or our designee will expend the amounts on local advertising in your Approved Territory.
Advertising Fund	If established, up to 2% of Net Billings per month, payable to the Fund.	We expect that the Advertising Fund contributions will be made by you on a monthly basis, payable on or before the 5 th day of the subsequent month.	See Item 11 for more information on advertising and the Advertising Fund contribution requirements.

<u>TYPE OF FEE</u>	<u>AMOUNT</u>	<u>DUE DATE</u>	<u>REMARKS</u>
Technology Fee	The greater of (a) the fee the vendor charges us for the technology fee services, or (b) 1% of Net Billings each month. The current Technology Fee is \$450 per month (for two user IDs), subject to future increases.	Payments are due beginning with the seventh month after commencement of operations, payable monthly on the 5th day of each month.	Paid to us. The Technology Fee covers 2 user IDs. If you require more than 2 user IDs, the monthly fee will be greater than \$450 per month. Once your Franchised Business requires five user IDs, the Technology Fee will increase to a per-caregiver formula. We reserve the right to require you to purchase the technology services directly from a designated third party supplier at any time in the future, in which case you will pay the Technology Fee directly to us, unless we specify otherwise.
Customer Billing Service Fee	.5% of Net Billings.	Payable monthly on the 5th day of each month, commencing on the 7 th month following the month in which you open your Agency.	You are currently required to purchase customer billing services from us and you must pay us the Customer Billing Service Fee monthly on the 5 th day of each month. We reserve the right to discontinue this service and fee at any time in the future.
Payroll Processing Service Fee	.5% of Gross Payroll	When the monthly Customer Billing Service Fee is paid.	You must pay us the Payroll Processing Service Fee commencing with the seventh month following the month in which you open your Agency. We reserve the right to discontinue this service and fee at any time in the future.

<u>TYPE OF FEE</u>	<u>AMOUNT</u>	<u>DUE DATE</u>	<u>REMARKS</u>
Initial Training Fee <i>See Note 2</i>	\$500 per person for each additional trainee You bring to Initial Training.	One week before you begin training. Non-refundable.	The Initial Franchise Fee includes training for three persons. You are permitted to bring additional persons to training and must pay the Initial Training Fee to us for each such additional person. Fees are uniformly based on the number of trainees. You are responsible for all travel and living expenses for your travel to the initial training program, currently located at Executive Care headquarters, and trainer travel for on-site training are borne by you.
Additional Training Fee	We reserve the right to require you to undergo additional training. You will be required to pay us an Additional Training Fee of \$500 to \$1,000 per day (depending on the nature of the training provided), plus our travel and lodging expenses.	Upon receipt of invoice.	After your initial 6 months of operations, we have the right to require you to undergo additional training, either at your Agency or at our headquarters, as we designate. You must pay us the Additional Training Fee and all travel and lodging expenses we incur if the training is provided at your Agency location. If the Additional Training is held at our headquarters, you will also be responsible for all of your costs and expenses related to travel, lodging, and meals.
Mandatory Conference Attendance Fee	Up to \$2,000 per annual conference.	On the date we specify, which will be in advance of the conference date.	We have the right to require you to attend a Mandatory Conference each calendar year. You must pay us the Mandatory Conference Attendance Fee in advance of the conference date, on the date we specify.
Optional Consulting Charges	\$100 per hour.	Upon Demand.	Fees and costs payable to us.

<u>TYPE OF FEE</u>	<u>AMOUNT</u>	<u>DUE DATE</u>	<u>REMARKS</u>
Transfer Fee	\$5,000	Concurrently with transfer.	Paid to us if you wish to transfer the franchise. No charge if your franchise is transferred to an entity that you wholly own and control during the first 6 months of the initial term.
Renewal Fee	The greater of (a) \$5,000 or (b) 15% of the then-current initial franchise fee.	Concurrently with our granting of a renewal franchise.	Fee payable to us.
Audit	Cost of audit, which may range from \$3,000 to \$15,000.	30 days after billing if there is a discrepancy of 2% or more with respect to the reporting of Net Billings.	You are only required to pay this fee if any audit of your franchised business operations reveals a discrepancy of 2% or more with respect to the reporting of Net Billings. If the audit reflects a discrepancy of 2% or more, you will be responsible for paying to us an amount equal to all costs and expenses we incurred in connection with the audit.
Interest on Past Due Amounts	18% per year or the highest amount allowed by applicable law, whichever is less.	Upon invoice.	Charges will be uniformly imposed on a state-by-state basis in conformance with applicable state laws regulating interest rates.
Attorney's Fees	Total amount of attorneys' fees incurred as a result of any act or omission as well as fees incurred for enforcing the franchise agreement.	Upon invoice.	You are obligated to reimburse us for attorney's fees incurred as a result of any act or omission as well as for fees incurred for enforcing your obligations under the franchise agreement.
Insurance Fee	Total amount of unpaid premiums, plus our administrative costs.	Upon invoice.	Payable only if you fail to provide proof of minimum required insurance coverage and we elect to obtain insurance coverage for you.

<u>TYPE OF FEE</u>	<u>AMOUNT</u>	<u>DUE DATE</u>	<u>REMARKS</u>
Violation Fees	Performance of Services Outside your Territory: the greater of (a) \$4,000; or (b) all gross revenues you derived in connection with performing services outside of the Territory. Failure to Report Net Billings: \$4,000 for each violation.	Upon invoice.	You must pay to us the Violation Fees if (a) you perform services outside your Territory; and (b) you fail to report Net Billings as and when due.
Customer Service Fee	Total amount of costs associated with assisting customers within your Territory.	Upon Invoice.	You must reimburse us if customers within your Territory contact us and we determine that it is necessary for us to service your customers.
Indemnification	Will vary under circumstances.	As incurred.	You must reimburse us for all costs, expenses and damages we incur for claims arising out of your franchise operations.
Alternative supplier evaluation fee	Our reasonable costs and expenses, which currently are expected to range between \$250 and \$500, although costs could greatly exceed those amounts depending upon the request.	Upon receipt of our bill.	See Item 8 for more information on approved suppliers.
Taxes	Amount of tax.	Upon receipt of invoice.	If any taxing authority imposes any tax, levy, or assessment on any payment you make to us or our affiliates, you must pay such tax, levy or assessment in addition to all payments due.

*Unless otherwise noted, all fees are uniformly imposed as to all persons currently being offered a franchise under this Disclosure Document, are payable to us, and are non-refundable. All of the above fees are payable by automatic electronic funds withdrawal you're your designated bank account.

We may, in writing, approve granting franchises with lower royalty fees and other fees in certain circumstances. Before varying from standard fees, we may take into account many factors, such as the proposed franchisee’s experience, financial strength, and the market in which the franchisee wishes to operate. Additionally we may offer incentives to prospective franchisees who operate similar businesses under different trade-names to convert their existing operations to a Franchised Businesses. We currently offer a “Royalty Phase-In” to conversion prospects, the terms of which are disclosed in the Conversion Addendum attached to the Franchise Agreement as Exhibit 8. In summary, the Royalty Phase-In allows conversion franchisees the opportunity to deduct from their calculation of Net Billings 1/12 of the average annual Net Billings of the conversion franchisee’s prior business during the first two years of the initial term of the franchise agreement, so long as the conversion franchisee does not (a) commit a default that remains uncured beyond notice and cure periods, or (b) commit two or more defaults, regardless of cure, in a 12 month period. We reserve the right to cancel or modify any incentive program we may offer. You are not entitled to receive the benefits of any incentive program unless agreed by us in writing.

Notes:

1. “Net Billings” means the aggregate of all amounts billed on the sales of any and all services and products, and all revenues and other income from whatever source derived (whether in the form of cash, credit, agreements to pay or other consideration and whether or not payment is received at the time of sale or any of these amounts prove uncollectible), which arise from or are derived by you or any other person from business conducted by, or which originated from, your Agency. Net Billings include all proceeds from any business interruption insurance. Sales tax and other taxes separately stated that you collect from customers and pay to taxing authorities are specifically excluded from Net Billings. You are also permitted deduct Reimbursable Expenses from Net Billings. You may not deduct the Reimbursable Expenses from Net Billings unless the deductions are calculated in accordance with our specifications and reported to us in the form and manner we designate. “Reimbursable Expense” or “Reimbursable Expenses” means the total dollar amount of pre- approved actual expenditures made by you or your caregivers to purchase products or services from independent third parties for Executive Care clients, such as mileage and shopping, as defined in the Manual.

“Gross Payroll” means the total payroll amount disbursed by you, minus Reimbursable Expenses.

For each Agency you operate, your total annual royalty payments must meet or exceed the following annual minimums:

Year of Operation	Minimum Annual Royalty Fee
1	\$12,000
2	\$25,000
3	\$37,500
4	\$47,500
5	\$55,000

6	\$65,000
7	\$75,000
8	\$87,500
9	\$97,500
10	\$107,500

If the total monthly royalty fees you paid to us during the respective year of operation did not amount to the Minimum Annual Royalty Fee amount designated in the above chart, we will issue you an invoice for the difference and you are required to pay that invoice no later than 30 days after the date you receive the invoice. We have the right to terminate the Franchise Agreement if you do not pay the Minimum Annual Royalty Fee. The Minimum Annual Royalty Fee is not a representation of the Net Billings or revenues you will generate in operating the Franchised Business.

2. You are responsible for your own travel and living expenses related to any training, and for the travel and living expenses for any of our trainers required to travel to your site for training purposes. The costs of the trainers' travel and living expenses may vary depending on the distance from our headquarters to your site.

Additionally, we may hold annual and/or other periodic conferences. If these conferences are held, we may require you to pay the conference attendance fee, plus all of your travel and living expenses related to your attendance at the conference. These conferences will be held at a location chosen by us. Attendance is mandatory.

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ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee <i>See Note 1</i> <i>See Note 2</i>	\$35,000	Lump Sum	Total due on signing of Franchise Agreement.	Us.
Grand Opening Advertising <i>See Note 1</i> <i>See Note 2</i>	\$2,000	As Arranged	Prior to Opening	Third Party Suppliers.
Computer Equipment and Point of Sale System <i>See Note 1</i> <i>See Note 2</i>	\$5,000-\$6,000	Cash	Prior to Opening	Approved Third Party Suppliers.
Initial Inventory and Supplies <i>See Note 1</i> <i>See Note 2</i> <i>See Note 3</i>	\$2,000-\$5,000	Cash	Prior to Opening	Approved Third Party Suppliers.
Insurance and Bonds <i>See Note 1</i> <i>See Note 2</i> <i>See Note 4</i>	\$2,500 – \$5,000	As Arranged	Prior to Opening	Approved Third Party Suppliers.
Signage & Trade Dress requirements (interior and exterior) <i>See Note 1</i> <i>See Note 2</i>	\$1,000 - \$5,000	As Arranged	Prior to Opening	Approved Third Party Suppliers.

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Furniture, Fixtures & Equipment <i>See Note 1</i> <i>See Note 2</i> <i>See Note 5</i>	\$150 - \$1,500	As Arranged	Prior to Opening	Third Party Suppliers.
Prepaid Rent and Security Deposit <i>See Note 1</i> <i>See Note 2</i>	\$500 - \$1,500	As Arranged	Prior to Opening	Landlord.
Leasehold Improvements/Fit out <i>See Note 1</i> <i>See Note 2</i> <i>See Note 6</i>	\$0 - \$2,000	As Arranged	Prior to Opening	Approved Third Party Suppliers.
Utility Deposits <i>See Note 1</i> <i>See Note 2</i>	\$100 - \$300	As Arranged	Prior to Opening	Third Party Suppliers.
Licenses and Permits <i>See Note 1</i> <i>See Note 2</i>	\$500 - \$2,000	Cash	Prior to Opening	Governmental Agencies.
Fictitious Name Registration and/or Incorporation; Legal and Accounting Fees <i>See Note 1</i> <i>See Note 2</i>	\$250 - \$1,000	Cash	Prior to Opening	Governmental Agencies; Third Party Suppliers.
Travel, Lodging, Meals Etc. for Initial Training <i>See Note 1</i> <i>See Note 2</i>	\$500 - \$1,500	Cash	Prior to Opening	Third Party Suppliers.

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Vehicle (Mini-van or small SUV) <i>See Note 7</i>	\$0 to \$20,000	Cash	As Incurred	Third Party Suppliers
Vehicle Wrap <i>See Note 7</i>	\$2,500	Cash	As Incurred	Third Party Suppliers
Miscellaneous Start-up Costs <i>See Note 1</i> <i>See Note 2</i>	\$500 - \$2,500	Cash	As Incurred	Third Party Suppliers
Initial Training <i>See Note 1</i> <i>See Note 2</i> <i>See Note 8</i>	\$0 - \$500	Cash	Prior to attending initial training	Us.
Additional Funds (Working capital to cover 3 months of expenses such as payroll, utilities, technology fees, and advertising during early stages of operation, until cash flow builds up) <i>See Note 1</i> <i>See Note 2</i>	\$44,296 - \$65,800	Cash	As Incurred	Third Party Suppliers
TOTAL <i>See Note 10</i>	\$ 96,796- \$159,100			

Notes:

1. Payments to us are not refundable. Payments made to third party vendors may be refundable; subject to vendor's terms and conditions.
2. We do not provide direct or indirect financing for initial fees. You may obtain financing for the fees listed in the Item 7 table from third parties depending on the terms and conditions of your financing.

3. This includes uniform shirts for 10 members of your staff, customer forms and contracts, business cards, binders, and folders, and sign-up packages.
4. You must maintain insurance coverage in accordance with the Franchise Agreement and state law requirements. Your cost of insurance may vary depending on the Territory your Agency services, the location of your office, and other factors. Depending on the Territory, you may be required to purchase a bond.
5. A typical office for an Agency contains two desks, a waiting area where customers can be seated, a TV, and other office furniture. A list of the typical equipment and furniture you will buy (as of July 2012) is included in the Operations Manual. Most Agencies will have three computers, a fax machine, and five (5) telephone lines.
6. Your Agency will be operated from a retail strip mall or office location of approximately 1,000 square feet. Agency office locations have a welcome area and at least two (2) offices or conference rooms. The estimate in the table includes rent for the first three months and a security deposit of one month's rent. Your lease may impose additional rental obligations, such as common area maintenance charges, taxes, insurance, and in some instances, percentage rent. You are strongly encouraged to consult with your own attorney and business advisor regarding lease and related matters in your area.
7. You must purchase or lease a sports utility vehicle (SUV) or minivan for use in connection with the operation of the Franchised Business (the "Executive Care Vehicle"). You may convert a vehicle you currently lease or own for use as the Executive Care Vehicle. If your Franchised Business is located in an area that experiences inclement weather, the SUV must be equipped with all wheel drive. The estimated range in the table ranges from \$0 (if you already own a vehicle that meets our standards and specifications), to \$20,000 (which is the estimated cost to purchase a mid-grade, previously owned vehicle). You must have the vehicle wrapped with the Executive Care Your Home Care Company® logo. We designate the supplier you are required to use for the vehicle wrap. The current cost of the vehicle wrap is \$2,500.
8. Initial Training for up to three people is included in the franchise fee. Additional persons may attend initial training for a \$500 per person fee.
9. You must attend and successfully complete the training we designate in the Manual prior to opening your Executive Care Business.
10. In the first three months of operation, you must employ a minimum, one full-time branch manager, one full-time salesperson, one part-time patient coordinator and one part-time director of nursing who must be a registered nurse ("RN"). These are the minimum start-up positions. You recognize that as your business develops you may need to convert part-time employees to full time and you may need to hire additional staff. The Additional Funds category in the above table includes estimates for salaries for these employees during the first three months of operation. Depending on the services your Franchised

Business offers, state regulations may require you to hire additional employees and to meet state licensure requirements. You are strongly advised to consult with an attorney and local business advisor to advise you as to all requirements applicable to your Franchised Business and to assist you with obtaining all requisite licenses.

11. The Additional Funds category in the above table includes an estimate of all costs and expenses you are estimated to incur during the “initial phase” of operations, which is defined as a period that is reasonable for the industry, but not less than 3 months. We are not aware of statistics relating to the home health care industry and are only able to base our response on our affiliates operating history. The estimate in the Table includes estimates for an initial phase of three months. We estimate that you will need additional operating funds ranging from approximately \$180,000 to \$265,000 for your first 12 months of operation, not taking gross margins into account.
12. These estimates may vary depending on numerous factors such as size of your Territory, location, your ability to negotiate rent, and other factors that are outside of our control. These estimates are for one Territory. If you purchase more than one Territory, your costs may be higher. We have relied on the experience of our affiliate in establishing and operating an Agency to compile these estimates. You should review these figures carefully with a lawyer, accountant and business advisor before making any decision to purchase the franchise. Your costs will be dependent on factors such as your management skills, experience and business acumen, local economic conditions, the local market for the services you will offer, prevailing wage rates, and other local market completion. Local market conditions may result in rapid and unpredictable changes in your costs.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

We have spent considerable time, effort and financial resources to develop the *Executive Care Your Home Care Company*® franchise system (the "System"). We have established standards and specifications for most of the services and goods used in and offered through the Franchised Business. The System is subject to modification, change and improvement going forward. You must conform to our System standards, including high standards of service, quality, safety, and cleanliness. We anticipate that our standards will change over time. You must adhere to these changes. You may incur increased costs and expenses to comply with these changes, at your own expense; however, no change will materially alter your fundamental rights under the Franchise Agreement. Our requirements are critical to assure the quality, safety and consistency of the services provided by Agencies in the System, and to protect and enhance the image of the Marks.

Our standards and specifications may be communicated to you through our confidential operations manual and various other confidential manuals and/or written materials relating to operation of Franchised Businesses (collectively, the “Manual”), all of which may be changed by us at any time in the future. The Manual includes specifications relating to required services, customer service techniques, staffing requirements and administration issues and procedures.

You must, at your expense, construct, improve and operate your Agency under the System and in accordance with our standards and specifications, as set forth in our Manual and other publications or written materials we issue from time to time. You must, at your expense, purchase or lease, install and use, among other things, all fixtures, signage, furnishings, improvements, supplies, other products and equipment (including computer equipment, inventory, uniforms, signage, point of sale, computer hardware and software, and security systems), décor items, related items and services we require, all of which must conform to the Manual and our standards, specifications and other publications or written materials we issue from time to time. You may not install or permit to be installed at the office location any fixtures, furnishings, equipment, décor items, signs, games, or other items that we have not designated without our prior written consent.

You must operate the Franchised Business in accordance with the Manual and our standards, specifications, and other publications or written materials we issue. You must offer all services and products we designate through your Agency (“Agency Services and Products”). You may not offer any service that we have not specifically designated or approved without first obtaining our written consent. You must discontinue offering for sale any items, products and/or services we disapprove, which we have the right to do at any time. You must comply with our scheduling and minimum staffing requirements. You may not deviate from our standards and specifications in any way without obtaining our written consent first.

We have the right to, and expect to, supplement or modify the Manual and our standards, specifications and other publications we issue in our sole discretion, at any time. We will provide written notice to you of any changes.

System Modifications

We have the right to supplement, improve and otherwise change the System at any time, including in response to the opportunity to offer new services and products to customers of Franchised Businesses operating under the System, the experience of franchised and affiliate-operated Agencies over time and other factors. We will have full control and discretion over any of these developments and you must comply with all such requirements, including offering and selling new or different products or services specified by us.

Approved and Designated Suppliers

We have the absolute right to limit the suppliers with whom you may deal. We require you to purchase certain items, products, services, signs, furnishings, supplies, fixtures and equipment from us, or distributors we have approved (collectively, “suppliers”). You must purchase all goods, items, products and services required for the development and operation of the Agency from our approved or designated suppliers. We have the right to designate one supplier for any given item or service. We will provide you with a list of suppliers, which list may change over time. While the suppliers included on this list are currently mandated, approved and/or recommended, we reserve the right to change this list from time to time in our sole discretion. Notifications of changes to the approved suppliers list will be communicated to you through

changes to the Operations Manual or other written communications, including via electronic mail. Approval of suppliers may be revoked upon written notice.

We may become an approved supplier, and/or the only supplier, for any item, product, good and/or service in the future. You are currently required to purchase the following services from us: payroll processing services and customer billing services. As disclosed in Item 6 and in the Franchise Agreement, you must pay us monthly fees in exchange for our provision of these services to you and therefore we will derive revenue from your required purchase of customer billing and payroll processing services.

We will collect a Technology Fee from you for services you will receive from third parties. We anticipate that the Technology Fee (see Item 11) will pay for your access to our electronic mail portal and online interface system. We do not currently derive a profit from this fee (currently the fee we receive from you is passed on to the supplier), but we reserve the right to do so at any time.

We estimate that currently, the cost of the equipment, software, forms, supplies, services, and goods for resale that must be purchased from designated or approved suppliers or in accordance with our specifications will represent between 35% and 45% of your total purchases in connection with the establishment of your business, and will represent between 6% and 10% of your ongoing expenses.

As of the issuance date of this Disclosure Document, we do not have any affiliates who offer or sell any products, items or services to System franchisees. Our affiliates may sell products, items and/or services to System franchisees in the future, at any time, and they may derive revenue and other material benefits on account of your and/or System franchisee purchases.

We may source certain branded services, products and /or items for the Franchised Businesses and we may, but are not required to, develop private label and/or proprietary products, which may or may not bear our trademark. If and when they are developed, you must purchase these products from us or an approved or designated supplier.

Certain individuals listed in Item 2 of this Disclosure Document own an interest in the franchisor entity, which, as disclosed above, is the supplier of the services described above. Except as disclosed in this Item, as of the issuance date of this Disclosure Document, there are no approved suppliers in which any of our officers or directors own an interest.

Derived Revenue

We and/or our affiliates, may derive income, consideration, payments and other benefits on account of your purchase or lease of any products, services, supplies and/or other items from us or any supplier, including approved suppliers, and/or designated suppliers. This income may be derived in any form, including as a rebate from various suppliers based on the quantity of System

franchisee purchases. We may use these benefits for any purpose we deem appropriate. We are not obligated to remit any benefits to you and reserve the right to retain all such benefits.

As of the issuance date of this Disclosure Document, we do not receive any rebates from approved suppliers; however, we expect to derive rebates and/or other benefits from certain purchases you make from approved suppliers in the future. These amounts are subject to change. By way of example, certain approved suppliers may rebate a percentage of sales or a flat amount to us on account of franchisee purchases.

We or our Affiliates may charge a mark-up on products and/or services sold to you by us and/or our affiliates.

During our most recently concluded fiscal year ended December 31, 2013, we derived \$0, or 0% of our total revenue from required franchisee purchases.

Except as disclosed in this Item, as of the issuance date of this Disclosure Document, we have not currently established any purchasing arrangements with designated suppliers and do not currently receive any payments on the basis of required franchisee purchases.

Purchases from Other Suppliers

If you want to purchase any products, services, goods, equipment or supplies from a supplier or distributor who is not on our approved list, you may request our approval of the supplier or distributor (except in instances where we have designated a sole supplier of any product, item, good, equipment, service or supplies), which we may grant or deny in our sole and absolute discretion. The proposed supplier's or distributor's product or service, as applicable, must conform in every respect to our standards and specifications and the supplier or distributor must have a good business reputation and be able and willing to provide sufficient quantities of the product and adequate service to you. The supplier or distributor must also provide us with any information we request in order to analyze the supplier's or distributor's suitability, and the composition and conformity of the product to our standards. This evaluation may include a sampling of the product at either the supplier's/distributor's or our place of business, as we may designate. Where appropriate, we require the supplier or distributor to provide us with product liability insurance. All suppliers and distributors must agree to provide us with reports concerning all purchases by you or other franchisees. You or the supplier will be responsible for all costs and expenses we incur in the testing and approval process. There are no fees currently associated with seeking approval for alternative suppliers; however, we reserve the right to charge a fee. We cannot predict with any certainty how long its evaluation will take, however, we attempt to complete our evaluation within 30 days. Upon the completion of our evaluation, we inform you of our approval or disapproval of your request. If we approve the supplier or distributor, the supplier or distributor is added to our approved list, however, our approval of a supplier or distributor relates only to the item or product line evaluated and specifically approved by us.

Our standards, specifications and other criteria for supplier or distributor approval have been developed by us, our affiliates, and/or or principals through the expenditure of extensive work and time and are considered confidential information. Therefore, we do not make our standards and specifications or our other criteria for supplier or distributor approval available to our franchisees or suppliers.

We may modify our specifications and standards for any item or revoke our approval of any supplier or distributor who fails to adhere to our quality standards or other requirements. We may limit the number of potential suppliers that we consider for approval and for some categories of products, we may designate a third party or ourselves as an exclusive supplier.

Purchasing Programs

We may establish national or regional purchasing programs for the purpose of negotiating purchases of certain products and/or services from approved or designated suppliers. The purchasing programs may (but are not required to) benefit you by reducing prices, increasing reliability in supply, improving distribution, establishing consistent pricing for reasonable periods to avoid market fluctuations. If a national and/or regional purchasing program is established for the region where your Franchised Business is located, you must participate in the program.

We do not guarantee the availability of independent sources of supply for any particular product or service required to establish or operate your Franchised Business. We do not provide any material special benefits to franchisees for particular products or services or using designated suppliers.

Office Location & Lease

We must approve your office location and lease agreement. The terms of the lease agreement which you may be required to enter into for your Agency office are described in Item 11 below. You must sign a Collateral Assignment of Lease agreement assigning all of your rights under your lease agreement to us, at our option, if your Franchise Agreement is terminated or expires. The Collateral Assignment is included under Item 22 of this Disclosure Document, although the Collateral Assignment may be modified at the landlord's request, subject to our approval.

Computer/POS System

You must purchase the computer and POS System we require. You must make reasonable upgrades or updates to your computer system at our request at your expense. See Item 11 for more details regarding computer requirements. You must have Internet access through an always-on, broadband connection with business-class support such as cable, DSL or satellite.

Advertising

You are also required to expend certain amounts on your grand opening advertising and ongoing local advertising. All advertisements must be approved by us in writing before use. You must provide us with proof of these expenditures.

Insurance

You must, at all times, maintain insurance as prescribed by law, and you must maintain the minimum insurance requirements listed below:

- A. If you have employees, you must maintain worker's compensation policies which, at a minimum, include Voluntary Compensation, and provide coverage of not less than \$500,000 (subject to state minimum coverage requirements) for each of the following: Each Accident; Disease Per Employee; and Disease Policy Limit;
- B. Special Form Property Insurance for all equipment, supplies, extended coverage for theft, vandalism and malicious mischief for all equipment, supplies and other property used in the operation of the business (of not less than 80% of the replacement value of the same, except that an appropriate deductible clause no greater than \$2,500 will be permitted);
- C. Business Interruption Insurance (covering a minimum of 6 months loss of income, including coverage of our Royalty Fees);
- D. Employment Related Practices Insurance (inclusive of 3rd Party Coverage) including, but not limited to, \$250,000 per occurrence for each of the following: Sexual Harassment, Wrongful Termination, Discrimination, or Wrongful Failure to Employ or Promote; (the maximum retention allowed for wage and hour law violations is \$5,000) and
- E. Comprehensive general liability insurance in such amounts and upon such terms as may from time to time be customary for an in-home care services business located in your Approved Territory, but not less than:

Commercial General Liability*	\$1,000,000 per occurrence/ \$3,000,000 aggregate
Products/Completed Operation	\$1,000,000 per occurrence/ \$3,000,000 aggregate
Personal/Advertising Injury	\$1,000,000 per occurrence/ \$1,000,000 aggregate
Fire Damage (Legal Liability)	\$50,000 per occurrence at any one premises /\$1,000,000 aggregate
Sexual abuse/molestation	\$250,000 per occurrence/\$500,000 aggregate
Hired/non-owned auto	\$1,000,000 per occurrence/ \$1,000,000 aggregate
Professional Liability	\$1,000,000 per occurrence/ \$1,000,000 aggregate
Medical Payments	\$5,000 per occurrence / \$100,000 aggregate

*Your General Liability Insurance must expressly cover Medical Professional Liability, Professional Liability, broad form blanket contractual liability, Personal and advertising Injury, Completed Operations, Medical Payments and fire damage liability insurance.

F. Medical Professional Liability or Healthcare Provider Professional Liability.

All insurance policies must insure both you and us (including our parents, subsidiaries, affiliates, and their successors and assigns) against all claims, suits, obligations, liabilities and damage, including attorneys' fees, based upon or arising out of actual or alleged personal injuries or property damage relating to the use or condition of your Executive Care Business. All insurance policies must be maintained with companies financially rated A- or better.

Executive Care recommends, but does not require, that you obtain Umbrella Policy Coverage of at least \$1,000,000 for each Territory you purchase.

You must purchase a Fidelity Bond in the amount required in the State(s) where you do business. The Fidelity Bond must be maintained during the entire term of the Franchise Agreement. You must provide proof of bonding to Us prior to opening for business, and each year when your Bond is renewed. You must also provide certificates of insurance evidencing your insurance coverage in compliance with these minimums before your Executive Care Business opens, and each year when your policy renews.

Pricing and Promotion Requirements

We reserve the right to require Agencies in the System to offer certain services and/or products at prices not to exceed the prices we publish from time to time, subject to applicable laws. We also reserve the right to require Agencies to offer all promotions we specify from time to time, including, without limitation, charitable promotions under which a designated portion of revenues must be donated to the designated charitable organization. We currently do not prohibit our franchisees from charging prices lower than our published prices for any service or item; however, we reserve the right to do so in the future, to the maximum extent allowed by applicable law.

Except as stated in this Item 8, there are no goods, services, supplies, equipment, computer hardware and software or real estate which you must purchase or lease from us or our designee or from suppliers approved by us at this time.

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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	Franchise Agreement (“FA”): Sections 4.2, 4.3, 7.2	Items 11 & 12
B. Pre-Opening Purchase/Leases	Sections 4.2, 5, Section 7 (including all sub-sections)	Items 5, 7 & 8
C. Site Development and other Pre-Opening Requirements	Sections 4, 5.1, 5.2, Section 7 (including all subsections)	Item 11
D. Initial and Ongoing Training	Section 5.2, 5.3	Item 11
E. Opening	Section 7.3.1	Item 11
F. Fees	Section 6	Items 5, 6 & 7
G. Compliance with Standards and Policies/Operations Manual	Sections 5.4, 7.3.2	Item 11
H. Trademarks and Proprietary Information	Sections 7.1, 8.1	Items 13 & 14
I. Restrictions on Products/Services Offered	Section 7.3.3, 7.3.4, 7.3.6, 7.3.7	Items 8 & 16
J. Warranty and Customer Service Requirements	Sections 6.5, 7.3.3, 7.3.4, 7.3.6, 7.3.10	Not Applicable
K. Territorial Development and Sales Quotas	Not applicable	Item 12
L. Ongoing Product/Service Purchases	Section 7	Item 16
M. Maintenance, Appearance and Remodeling Requirements	Section 7 (including Section 7.3.11)	Not Applicable
N. Insurance	Section 7.7	Item 8

OBLIGATION	SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
O. Advertising	Sections 7.1.3, 7.5	Item 11
P. Indemnification	Sections 7.1.4, 8.5	Not Applicable
Q. Owner’s Participation/Management/ Staffing	Section 7.4	Item 15
R. Records and Reports	Section 7.6	Not Applicable
S. Inspections and Audits	Sections 7.3.9, 6.12	Not Applicable
T. Transfer	Section 9	Item 17
U. Renewal	Section 4.6.2	Item 17
V. Post-Termination Obligations	Section 10.3	Item 17
W. Non-Competition Covenants	Section 8.6	Item 17
X. Dispute Resolution	Section 11.7, 11.8	Item 17
Y. Guarantee of Franchisee Obligations	Section 12.2 and Guaranty attached as Exhibit 4	Item 15

ITEM 10 FINANCING

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

We do not have any agents or affiliates who offer financing directly or indirectly to you.

Our franchisees may be eligible for expedited and streamlined U.S. Small Business Association (“SBA”) loan processing through the SBA’s Franchise Registry Program, www.franchiseregistry.com. The SBA mandated Addendum to the Franchise Agreement is attached to the Franchise Agreement as Exhibit 10.

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

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

Pre-Opening Obligations

Before you open your Agency, we will:

1. Designate your Approved Territory. (Franchise Agreement Section 4.3)
2. Approve or disapprove the site you have selected for your office. You are responsible for compiling the information necessary for us to evaluate your site. Approval of any proposed site is based on the information you submit in a form sufficient to assess the location. We must approve or disapprove your site within 30 days after we receive notice of the location from you. We may not withhold our approval unreasonably. The franchise may be operated from an executive suite, a retail strip mall, or other office location of approximately 1,000 square feet. The size of the office for your Agency may vary, but in no event may it be less than 800 square feet without our prior written consent. (Franchise Agreement Section 4.2) We do not currently own sites for lease to you, nor do we select office sites for you. From time to time we may, at our discretion, offer guidance or assistance with the site selection process, but we are under no obligation to do so.
3. Provide you access to a sample layout and specifications for the office of another Agency to guide you in furnishing and equipping your Franchised Business. You will, at your own expense, tailor the plans and specifications provided by us for your individual use and will then submit the customized plans and specifications to us for written approval, which may not be unreasonably withheld. You pay for the re-fitting and all other costs of compliance and permits. (Franchise Agreement Section 5.1)
4. Train you and two other members of your staff as follows in the **Item 11** Training Program Table. (Franchise Agreement Section 5.2)
5. Provide you with the names of Approved Suppliers and a list of all equipment, fixtures, and inventory you are required to purchase. (Franchise Agreement Section 5.6)
6. Once you have completed Initial Training to our satisfaction, have built out (if applicable) and equipped your Office in compliance with the Franchise Agreement and the Confidential Operations Manual and received all permits, licenses, and authorizations necessary for you to begin operating your business, we will inspect your Office prior to opening and provide you with a "Certificate of Opening" authorizing you to open and operate the Business. You cannot open your Business until we authorize you to do so. (Franchise Agreement Section 7.3.1)

We do not provide any signs, equipment, fixtures, opening inventory, or supplies to be used in connection with the operation of your Agency at this time, but we reserve the right to do so.

Obligations After Opening

During the operation of the franchised business:

1. At our discretion, we will develop new services and methods and provide you with information about the development of services and methods. (Franchise Agreement Section 5)
2. We will loan you one copy of the Confidential Operations Manual containing mandatory and suggested specifications, standards, operating procedures and rules prescribed from time to time by us. (Section 5.4 of the Franchise Agreement) Our Confidential Operations Manual also includes a list of our approved suppliers. We will modify and update the Operations Manual from time to time and you will be notified via email or another form of communication of such modifications and updates. (Franchise Agreement Section 5.4) The Operations Manual and the information contained therein is confidential and remains our property. (Franchise Agreement Section 7.3.2)
3. We may hold periodic conferences to discuss sales techniques, personnel training, bookkeeping, accounting, inventory control, performance standards, advertising programs and merchandising procedures to improve and develop the franchised business. In the event that such conferences are held, you must pay the designated attendance fee in addition to all your travel and living expenses related to your attendance at the conference. We reserve the right to charge a fee for the conference at our discretion. These conferences will be held at a location chosen by us. Attendance is mandatory. (Franchise Agreement Sections 5.2.2, 5.2.3)
4. At our discretion, we may make periodic visits to your Franchised Business at the times and in the manner we determine in our sole discretion.

Office Site Selection

You must locate, obtain and occupy the site for the office for your Executive Care Business, on your own initiative and at your own expense. You must advise us in writing of the proposed site for your office. Our prior approval is required in writing. The office must be located within your Approved Territory.

We will not unreasonably withhold approval of your office site. The office site must meet minimum demographic/geographic requirements as described in the Operations Manual, which vary by region. If you do not select an office site which meets our minimum demographic/geographic requirements as described in the Operations Manual for our review within nine (9) months of signing a franchise agreement, we may terminate the franchise agreement. Agencies are typically operated from an executive suite, a strip mall, or other office location of approximately 1,000 square feet. All new office sites must be a minimum of 800 square feet.

Neither we nor any of our employees have special expertise in selecting office sites. Our approval only indicates that the proposed site meets our minimum demographic and other requirements based on our general business experience. Our approval of an office site or designation of your Approved Territory is not a representation or guarantee of success or profitability.

Opening

We estimate that you will open your Franchised Business within six to twelve months after you sign a Franchise Agreement. The factors that may affect this time are your ability to hire all required employees and to obtain all required licenses and permits to operate a Franchised Business in your Approved Territory, your ability to select and obtain a site for your office, financing or permits, a Fidelity Bond, local ordinances, weather conditions, shortages and delayed installation of equipment and fixtures. We recommend allowing two weeks lead time for computer equipment purchases in order to have it delivered and installed in time for the planned opening date of your Franchised Business.

You may not open your Agency or provide services to the public until we certify in writing that, in view of our management, you and your employees are prepared to do so.

The time open an Agency may vary depending on your ability to secure licenses, bonding, permits, and an office location that we must approve.

Assistance with pre-opening and opening activities will be conducted as reasonably determined by us (including immediately prior to and during the first week of the operation of your Franchised Business).

Payment of royalties will commence as soon as you open your Agency.

Purchasing Cooperatives

At present, there are no purchasing cooperatives. We may require formation of purchasing or distribution cooperatives, and may change, dissolve, or merge such cooperatives at our sole discretion.

Advertising

We may, but are not required, to use television, radio, print and/or electronic media to advertise for the benefit of the Executive Care brand and system. Media placement may be regional, local or national at our sole discretion. Advertising media, creative concepts, and materials may come from us, our affiliates, or from a public relations firm.

Local Advertising

We may, but are not required to, provide certain advertising materials and services to you. Materials provided to you may include video and audiotapes, copy-ready print advertising

materials, posters, banners and miscellaneous point-of-sale items, and may be regional or national at our discretion. Currently, we provide you with electronic access to certain advertising materials. We reserve the right to change the format in which we provide these materials to you in the future. We may use outside advertising and marketing agencies to create advertising. (Franchise Agreement Section 5.5)

You may develop advertising materials for your own use, at your own cost. There is no advertising council that will advise us or you on advertising policies. However, you must obtain our prior written approval of the advertising materials you develop before use. (Franchise Agreement Section 7.1.3)

Local advertisement is your responsibility. We anticipate that you will hire a local advertising agency to assist you. You are obligated to spend the greater of 3% of Net Billings or \$2,000 per month, every month, on local advertising and supply copies of receipts and evidence of your expenditures to us. (Franchise Agreement Section 7.5.2)

Advertising Fund

We have the right to develop an Advertising Fund at any time. If developed, you will be required to pay Advertising Fund (the "Ad Fund") contributions when you commence operations. You are required to contribute up to 2% of monthly Net Billings to the Ad Fund for purposes of brand advertising. (see **Item 6**) (Franchise Agreement Section 7.5.3. Franchisees who purchased before the issuance date of this Disclosure Document may not be required to contribute to the Ad Fund, or they may be required to contribute at a lower rate than is required under this Disclosure Document. We may, at our sole discretion, modify the Ad Fund contribution requirements for franchisees who purchase after you.

We will not provide an accounting to you of how Ad Fund monies are spent; however, an annual unaudited financial statement of the fund will be available to you, forty-five (45) days after the fiscal year end, upon reasonable request, if we create an Ad Fund.

If we create an Ad Fund, we, or our designee, will be responsible for administering it. We may engage third-party firms to assist with these responsibilities. You will be required to participate in any Ad Fund we create. We are not required to form a trust for the Ad Fund, and the Ad Fund, if created, does not create a fiduciary duty between you and us. (Franchise Agreement Section 7.5.3)

If we create an Ad Fund, we will direct all advertising programs and control the creative concepts, materials and media used, all media placement and allocation of Ad Fund dollars. If we create an Ad Fund, we will have no obligation to make expenditures for you which are equivalent or proportionate to your contributions, or to ensure that advertising impacts or penetrates your Approved Territory. If we create an Ad Fund, we need not ensure that you or any other franchisee benefit directly or proportionally from expenditures by the Ad Fund. If we create an Ad Fund, the use of the Ad Fund will be at our discretion, and the purpose of the Ad Fund will be to increase brand awareness. Advertising may be local, regional or national, in any type of

media, including Internet, print, radio and/or television. If we create an Ad Fund, we may use Ad Fund revenue to pay for electronic marketing.

We have no obligation to segregate Ad Fund contributions or maintain accounts separate from our other funds. Ad Fund contributions may and will be commingled with funds in our general accounts. We expect to use an amount equal to all contributions made in any fiscal year, but any monies remaining in any Funds at the end of any year will carry over to the next year. We expect to use any interest or other earnings of the Funds before using current contributions, but are not required to do so. The Ad Fund will not be audited, unless we elect to require an audit, in which event all expenses for the audit will be paid out of Ad Fund contributions.

Once created, we have the right to terminate the Ad Fund at any time. If the Ad Fund is terminated, we are not required to return any Ad Fund contributions to any such terminated Ad Fund by you and will expect to use any retained contributions for the terminated Ad Fund for System advertising purposes. None of the Ad Fund contributions paid to us are refundable at any time, including upon termination or expiration of the Franchise Agreement.

You expressly acknowledge that the Ad Fund contributions may be used to pay administrative expenses to us or our designee. Administrative expenses may include amounts equivalent to salaries, travel and other expenses of our or our designee's employees whose services are provided to further the purposes and efforts of the Ad Fund.

We expect that company/affiliate-owned Agencies will contribute to the Fund on an equal basis as compared to franchised Agencies, however they are not required to do so.

We did not create an Ad Fund for the 2013 calendar year and therefore we did not collect any Ad Fund contributions from franchisees in 2013.

Grand Opening Advertising Campaign

You must conduct a Grand Opening Advertising Campaign for your Agency and expend the amount specified in Item 7 in the manner we specify or approve (the "Grand Opening Advertising Expenditure"). We may designate an approved supplier of local advertising and marketing services and may require you to engage that supplier's services in connection with the Grand Opening of each Agency. We may require you to expend the Grand Opening Advertising Expenditure in accordance with any approved or designated supplier's Grand Opening advertising program. You are required to prepare and submit to us a written plan detailing the grand opening advertising campaign no later than 30 days before the Franchised Business's scheduled grand opening. Within four months following the date the Franchised Business opens for business, you must furnish us evidence as we may reasonably require to verify your compliance with the Grand Opening Expenditure requirements.

Other Advertising Information

You may develop advertising materials for your own use, at your own cost. As stated above, you must obtain our prior written consent for use of advertising materials. You must submit copies of all advertising materials to us at least two (2) weeks before you use them. We will review the materials within a reasonable time and will promptly notify you in writing as to whether we approve or reject them.

There is no obligation for us to maintain any advertising program or to spend any amount on advertising in your area or Approved Territory. We are not required to create cooperative advertising, although we reserve the right to do so. If we institute cooperative advertising, we may require you to contribute some or all of your local advertising and Ad Fund contributions to an advertising co-op at our sole discretion.

If Co-Op advertising is implemented in a particular region, we may establish an Advertising Counsel for franchisees in that region at our sole discretion.

To date, there is no Advertising Council for Executive Care franchisees.

Use of Your Own Advertising Material including Electronic Media

You are not permitted to establish a presence on, or advertise or market the Franchised Business using, the Internet without first obtaining our written consent and then only in compliance with any conditions and restrictions we designate. You are strictly prohibited from promoting the Franchised Business on any social or networking website, including facebook®, LinkedIn®, MySpace®, Twitter®, Groupon®, LivingSocial® or any similar sites, without our prior written consent in each instance. We may withhold or revoke our consent for any reason. As a condition of granting any consent, we have the right to establish any requirement we deem appropriate.

We may (but are not required to) include in any of our website(s) an interior page containing information about the Franchised Business. If we include such information on the website, we have the right to require you to prepare the page, at your expense, using our designated template. All information must be approved by us before it is posted. We retain the sole right to market on the Internet, including the use of websites, domain names, uniform resource locators, keywords, linking, search engines (and search engine optimization techniques), banner ads, meta-tags, marketing, auction sites, e-commerce and co-branding arrangements. You must follow our designated intranet and Internet usage rules, policies and requirements, as they may be developed, changed or modified by us in our sole discretion at any time during the term of your Franchise Agreement. We retain the sole right to approve any linking to, or other use of, the website.

You may not promote or sell any products or services, or make any use of the Marks, through the Internet without our prior written approval, which we do not have to provide. As a

condition of granting any consent, we will have the right to establish any requirement we deem appropriate.

Electronic Cash Register/Computer/Point of Sale System

You are required to purchase a computer for your office. The computer must have 4 gigabytes memory, a 200 G hard drive, and it must use the Windows operating system. You must purchase a multi-function color laser printer and the ID printer we designate in the Manual.

You must utilize the software we designate, which currently includes Millenniums payroll software, and Kantime's scheduling and electronic billing software. You must use QuickBooks. This software includes a limited warranty, where the providers are obligated to provide limited support to you. In addition, Kantime provides software support through its 24-hour technical support help desk, software upgrades and patches, database management, including updates and backups, and all record keeping services that are required by us. The Technology Services Fee you pay to us each month (currently \$450) currently covers Kantime's ongoing record keeping and support services including 24/7 including technical support and a Web Portal Subscription. These costs are subject to change. You are obligated to install the software upgrades and patches as provided by QuickBooks, Kantime, Millennium, and Google Apps. You are responsible for hardware repairs or replacement of systems that are no longer covered under warranty. There are no contractual limitations on the frequency or cost of this obligation.

The software used by Kantime, QuickBooks, Google Apps and Millennium is their proprietary property. No compatible equivalent component or program has been approved by us to perform the same functions. We reserve the right to change our supplier of software services and electronic database management systems.

Kantime, Google Apps, and QuickBooks may maintain transaction data on your behalf for purposes of tracking customer data, sales data and transaction information. We have independent access to this data, via the web interface of each provider. We use this information to assess fees and for other purposes. We have the right to access all information collected or compiled by you. There are no contractual limitations on our right to access any data stored on the computer system.

The estimated cost of the computer system software is \$500 for each computer. We estimate that your computer hardware will cost \$2,000. Your Business must have a minimum of two computers at the office.

You must install and maintain interactive multi-media equipment, devices, and systems we designate, including but not limited to wireless internet and communication systems, interactive devices, and electronic equipment at your office. There are no limitations on our ability to require you to supplement, replace, upgrade, or modify the electronic equipment and wireless communication devices in your business. We may also require you to license from Us, or our designee, any software or hardware which we develop or acquire, or which is licensed to Us.

Operations Manual

Included in this Disclosure Document, at **Exhibit H**, is the Table of Contents for the Confidential Operations Manual. As of the issuance date of this Disclosure Document, the total number of pages in our Operations Manual is 446.

Training

After you obtain our approval for an office site within your Approved Territory, and before you open your Franchised Business, you and your Initial Training Team must successfully complete the Initial Training program to our satisfaction. Your Initial Training Team must consist of you, if you are an individual, your Agency manager, and your salesperson. You may not commence operations or open your Agency until your Initial Training Team completes the initial training to our satisfaction. If you do not open your Agency within the time limits identified in your Franchise Agreement, we have the right to terminate your Franchise Agreement.

All initial training, except onsite training is conducted at our designated location, currently in Hackensack, New Jersey. Onsite training will be conducted at your office, or another location we designate. The initial training program will be conducted as often as reasonably necessary to enable you to complete it prior to opening for business. Instructional materials include our Confidential Operations Manual and related forms. There will be no additional charge for these items.

Currently, our training staff has 10 years of experience in various operational capacities relating to the sales and operation of in-home care businesses. However, this staff may change from time to time. Our current trainers are Mr. Verkhoglaz, Mr. Feldman and Mr. Pittius. Please refer to Item 2 for disclosures relating to employment history of these individuals relative to the areas in which they will be providing training.

We do not charge for this fifty-two hour training program for your Initial Training Team, but you must pay the travel and living expenses for those persons attending training. Additionally, when one of our trainers must travel to your location or a location other than our training facility in Hackensack, New Jersey, you are responsible for the travel and living expenses for the trainer(s). The costs vary depending upon the distance from our training facility in New Jersey to your location.

We may require you or your employees to attend additional training programs or refresher courses as necessary for successful development of the franchised business at our discretion.

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TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Introduction	1		Hackensack, NJ or another location designated by Us.
Business Set-up and Office Requirements	3		Hackensack, NJ or another location designated by Us.
Service Pricing	2		Hackensack, NJ or another location designated by Us.
Business Forecasting	3		Hackensack, NJ or another location designated by Us.
In-Home Care Services	3		Hackensack, NJ or another location designated by Us.
Employee Recruitment, Training and Retention	4	2	Hackensack, NJ or another location designated by Us.
Home Care and Technology	8		Hackensack, NJ or another location designated by Us.
Billing, Payroll and Account Receivables	4		Hackensack, NJ or another location designated by Us.
Client Intake, In-Home Assessments and Service Delivery	4	4	Hackensack, NJ or another location designated by Us.
Marketing and Relationship Building	4	4	Hackensack, NJ or another location designated by Us.
Quality Improvement and Risk Management	2		Hackensack, NJ or another location designated by Us.

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Disasters and Recovery	2		Hackensack, NJ or another location designated by Us.
Client and Caregiver Safety	2		Hackensack, NJ or another location designated by Us.
Total	52 Hours		

If you do not successfully complete initial training, we may terminate the Franchise Agreement.

From time to time at our sole discretion we may offer additional training programs at the time and in the manner we designate. We may require one or more members of your management team to attend, and successfully complete, any additional training we designate. We have the right to charge you a fee for additional training. The fee may vary.

ITEM 12 TERRITORY

You must operate the Business from the singled approved office site (the “Approved Location”) listed on your Franchise Agreement. The Approved Location must be within your Approved Territory. You may not operate the Agency from a home office.

We will grant you an Approved Territory of approximately 500,000 residents based population demographics. Because your Approved Territory will be based on population demographics, it may be determined by municipal boundaries, natural boundaries, or zip codes, postal codes, or other factors we determine. Your Approved Territory will be delineated on a map or other description we designate, which will be attached to your Franchise Agreement. You will operate the Franchised Business from the Approved Location. If the population within your Approved Territory decreases over time, we have no obligation to provide you with additional population or an increase in your Approved Territory.

You may not advertise or otherwise offer or provide any products or services outside of your Approved Territory unless we authorize you to do so in writing. You may not solicit customers, referral sources, or potential referral sources outside of your Approved Territory without our prior written consent. We may condition our consent on any terms we deem appropriate, which conditions may include: (i) a restriction on solicitations circulating in other franchisees’ approved territories; (ii) your achievement of certain performance thresholds in your Approved Territory; (iii) a limitation providing that your permission to solicit outside your Approved Territory will immediately terminate if the area in which you are soliciting customers is granted to another franchisee, in which case you must provide all customer information to that franchisee.

You must meet your minimum monthly royalty fee obligations and annual minimum royalty fee obligations under the terms of your Franchise Agreement. If you fail to meet these requirements, and you do not cure this failure within the cure period identified in the Franchise Agreement, we have the right to terminate your Franchise Agreement, which will, in turn, eliminate all rights you have in and to the Approved Territory. Your minimum monthly royalty fee requirement is the greater of 5% of weekly Net Billings or \$1,000 per month. You are also required to meet the Minimum Annual Royalty requirements specified in Item 6.

Our Reserved Rights

We may operate a temporary location, trade show booth or similar type location for a limited period of time (not to exceed 15 consecutive days without your written consent) within your Approved Territory and we are not required to pay you any compensation relating to these activities.

We retain all rights that are not expressly granted to you under the Franchise Agreement. Without limiting this broad retention, we reserve the right to:

(a) establish, own, or operate, and license others to establish, own or operate Agencies and any other business under the Marks or any other trademark outside of your Approved Territory;

(b) establish, own or operate, and license others to establish, own or operate, other businesses under other systems using the Marks or any other trademark outside of your Approved Territory;

(c) offer, sell, operate, distribute and/or license others to sell, operate and distribute, through franchised or non-franchised businesses, at wholesale or retail, within and outside the Approved Territory: (i) branded goods, (ii) services we have not licensed you to offer or sell through your Agency, and/or (iii) goods and services under trademarks other than the Marks;

(d) provide services and sell any products under the Marks or any other trademark through alternative channels of distribution, including the Internet, durable medical equipment centers, assisted living facilities, adult daycare and/or child daycare facilities and hospices; and/or

(e) merge with, acquire or be acquired by any business or agency of any kind under other systems and/or other marks, which business and/or agency may offer, sell, operate or distribute and/or license others to offer, sell, operate and distribute goods and services through franchised or non-franchised businesses, at wholesale or retail, within and outside the Approved Territory. If we acquire or merge with another system with businesses operating within the Approved Territory, we will not license these businesses to operate under the Marks without your consent.

We may also offer products and services at non-traditional venues within or outside of your Approved Territory, such as retail establishments, nursing homes, and hospitals.

National Accounts.

We also reserve the right to directly, or indirectly through licensees (including other franchisees), solicit, offer and provide services to National Accounts. You are prohibited from contracting with National Accounts unless you obtain our prior written consent. We and/or our designees have the exclusive right to negotiate and enter into agreements or to approve forms of agreements providing supplemental healthcare staff to “National Accounts,” including National Accounts with locations in your Approved Territory. The term “National Accounts” means institutional clients and any business that owns, manages, controls, services or otherwise has responsibility for buildings or clients in more than one location and whose presence is not confined within one franchisee’s particular approved territory. We are not required to provide you with any compensation or other consideration in soliciting and/or servicing National Accounts. We reserve the right to require you to service any National Accounts where the service is to be provided in your Approved Territory. We reserve the right to authorize other System franchisees to service any National Accounts, even if the service is to be provided to the National Account within your Approved Territory.

Neither we nor our affiliates currently plan to operate or franchise any business under any different trademarks. Our affiliates currently operate in-home care businesses of the kind you will operate in New Jersey.

Because we reserve the rights disclosed in this Item 12, we must disclose the following statement: You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

You may not relocate your Franchised Business without our prior written approval. We may approve the relocation of your Franchised Business in our sole discretion. Factors we may consider when evaluating relocation may include, without limitation, proximity to other locations or demographics of the proposed locations, among other things. You are not granted a right of first refusal related to the sale of other franchises in proximity to your Approved Territory or the right to acquire additional franchises under the Franchise Agreement.

So long as you are in full compliance with the Franchise Agreement, we will not operate a permanent Agency or grant franchises for another Franchised Business within your Approved Territory, but we have the unlimited right to do so anywhere outside your Approved Territory. If you fail to comply with the terms of your Franchise Agreement, we may reduce the size of or eliminate your exclusive right to offer services in the Approved Territory. Except as set forth above, there are no other circumstances which would permit us to unilaterally alter your Approved Territory.

Neither we nor our affiliates are restricted from establishing other franchises or company- owned Businesses, or other channels of distribution, selling or leasing similar products or services under a different trademark.

There is no minimum sales quota within your Approved Territory. However, there is a minimum monthly and annual royalty requirement. If you fail to meet these requirements, we have the right to terminate your Franchise Agreement. If we exercise this right, you will lose all rights to operate the Agency and to the Approved Territory.

ITEM 13 TRADEMARKS

We grant you the right to operate a business using our System, which is identified by means of certain trade names, service marks, trademarks, logos, emblems and indicia of origin (the “Marks”) as are designated by us in writing for use in connection with the System. Our right to use and license others to use the Marks is exercised pursuant to an intellectual property license agreement with our affiliate, Executive Care, LLC (the “IP Agreement”). Under the IP Agreement, we are granted the right to use and to permit others to use the Marks. We have the right to license the use of the trademark EXECUTIVE CARE YOUR HOME CARE COMPANY® to you for the term of the Franchise Agreement, including any extensions or renewals.

We have filed applications to register the following trade names, trademarks, service marks, logotypes and other commercial symbols with the United States Patent and Trademark Office principal register:

Registration Number	Description of Mark	Registration Date
4229224		10/23/2012

You must follow our rules when you use the Marks. You cannot use a name or Mark as part of a corporate name or with modifying words, designs or symbols except for those which we license to you. You cannot modify a Mark in any way without our express written consent. You may not use our registered name in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by us.

In connection with the establishment of our trademarks, we may operate a website for the promotion of the Marks and the Executive Care System. This website may list the office location, operating hours, and other facts regarding your business. You may not register any domain name nor operate any website that includes the term “EXECUTIVE CARE” OR “EXECUTIVE CARE YOUR HOME CARE COMPANY®”. You may not use any electronic media, including the Internet, or any social media, for viewing by the public that contains our registered trademarks without our prior written approval. You may not establish a Facebook®, MySpace®, or similar

page without our prior written approval. You may not establish a Twitter® feed or other similar social media without our prior written approval. The confidentiality provisions of the Franchise Agreement apply to all uses of electronic media.

There is no currently effective determination of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of this state or any court, or any pending interference, opposition or cancellation proceeding, or any pending material litigation involving the above-described Marks which are relevant to your use of these Marks.

No currently effective material determinations or agreements limit our right to use or license the use of the trademarks listed in this section in a manner material to the franchise.

We do not know of any pending material state or federal court litigation regarding our use or ownership rights in the trademarks.

You must notify us immediately when you learn about an infringement of or challenge to your use of our trademarks. We will indemnify and hold you harmless from any expense or liability arising from your use of the Marks in accordance with the Franchise Agreement and the Operations Manual.

You must promptly notify us in writing of any claim, demand, or suit against you or your principals in connection with your use of the Marks. We have the right to select legal counsel and to control the proceedings. In certain cases, as described in Section 7.1.4 of the Franchise Agreement, we will indemnify and hold you harmless.

You must modify or discontinue the use of a trademark, if we modify or discontinue it, at your own cost. You may not directly or indirectly contest our right to our trademarks, trade secrets or business techniques that are part of our business.

We do not know of any superior rights or infringing uses that could materially affect your use of our principal trademarks.

ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents and Copyrights

There are no current or pending patents that are material to your franchise. There are no pending patent applications that are material to your franchise. Although we have not filed an application for a copyright registration for the Operations Manual, we own and claim a copyright in it and in our recipes.

There are no current material determinations of the United States Patent and Trademark Office, the United States Copyright Office, or any court regarding any patents or copyrights material to the franchised business.

As of the date of this Disclosure Document, we do not know of any patent or copyright infringement that could materially affect the franchised business.

Confidential Information

Because we consider much of the information contained in our Confidential Operations Manual, and our forms, policies and procedures manuals, to be confidential, we require you, your partners, agents, representatives and your employees to sign confidentiality agreements to protect the Confidential Operations Manual's contents and our trade secrets. All ideas, concepts, techniques and material concerning the Business are the sole and exclusive property to Executive Care. You are responsible for requiring your employees and agents to maintain the integrity of Executive Care's confidential information.

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

We require that you personally supervise the Franchised Business. If you are a legal entity, one of your owners who has completed our initial training program to our satisfaction must be appointed to serve as the "Designated Manager." Your Designated Manager must devote his or her full time and best efforts to the Franchised Business. Among other things, the Designated Manager must personally supervise the Franchised Business. With our prior approval, you may designate an individual who does not have an ownership interest in the franchisee entity, but who has completed our initial training program to our satisfaction, to serve as the Designated Manager. You must require all employees who have access to confidential information or who attend our initial training program or other training program(s) to sign a confidentiality agreement and a non-compete agreement.

Each of the principals of your entity must sign the Franchise Agreement assuming and agreeing to discharge all obligations of the "Franchisee" under the Franchise Agreement and must sign a written agreement to maintain confidentiality of the trade secrets described in **Item 14** and to comply with the covenants not to compete described in **Item 17**.

Each of the principals of your entity, if any, must sign the Personal Guaranty and Subordination Agreement assuming and agreeing to discharge all obligations of the "Franchisee" under the Franchise Agreement. We may, if needed to satisfy our standards of creditworthiness or to secure the obligations made under the Franchise Agreement, require your spouse, or the spouse of the principals of your entity to sign the Personal Guaranty and Subordination Agreement.

"Principal" means, for purposes of this **Item 15**, anyone having an ownership or beneficial interest in your entity(s).

You are an independent contractor and not our representative, partner, agent or employee. You have no authority to make any contract, agreement, warranty or representation to create any obligation binding on us. You will control the manner and means of operating your Agency and will exercise complete control over your employees, including hiring and firing functions. You must prominently display appropriate notices, including in the form, manner and location we

designate, to inform the public that you independently own and operate the Agency under license from us and you are not our agent.

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We require you to offer and sell only those goods and services that we have designated and approved (see **Item 8**). You must offer all goods and services that we designate at the prices we designate (subject to applicable law). We may suggest pricing to you, and in the case of National Accounts, we have the right to establish all pricing structures with the National Account. We reserve the right, in our sole discretion, to change the types of authorized goods and services, and to set prices for authorized goods and services for sale by you. There are no contractual limits on our right to make changes. You may not operate any other business at the Approved Location or within the Approved Territory.

You may sell goods and services to any customer within your Approved Territory, so long as that customer may lawfully purchase such goods and services. You may not offer any products or services through the internet, any online or electronic ordering system without our prior written consent. You may not sell any goods or services through any means of distribution other than the Agency unless we expressly authorize you to do so in writing.

You may not offer any products or services under any other trade name or marks through your Agency without our prior written consent. You may not offer or sell any products or services that we have not authorized you to offer. You may not offer any products or services outside of your Approved Territory without our prior written consent.

From time to time, we may authorize franchisees in specific areas to offer goods and services not generally available for sale by all franchisees. You acknowledge and agree that we may require you to offer some or all products and services we designate from time to time, and you will only offer those products and services we designate.

Currently, you are expressly prohibited from participating in government payment programs, including, by way of example only, Medicaid and Medicare.

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	Section 4.6.1	10 years from the Start Date.

Provision	Section in Franchise agreement	Summary
b. Renewal or extension of the term	Section 4.6.2	If you are in good standing, you can add one additional term of 10 years with payment of a renewal fee equal to the greater of \$5,000 or 15% of the then-current initial franchise fee.
c. Requirements for franchisee to renew or extend	Section 4.6.2	Good standing, timely notice, pay any then-current renewal fee, sign new agreement that may contain materially different terms and conditions than the Franchise Agreement in this Disclosure Document, be current in payments, and sign release; modernize Business to meet then-current standards.
d. Termination by franchisee	None	
e. Termination by us without cause	None	
f. Termination by us with cause	Section 10.2	We can terminate only if you default.
g. "Cause" defined – curable defaults	Section 10.2.2 – 10.2.3	You have 30 days to cure noticed curable defaults other than non-payment of fees. You have 5 days to cure non-payment of fees.
h. "Cause" defined – non-curable defaults	Section 10.2.1	Non-curable defaults: misuse of trademarks, breach of non-competition, unauthorized transfer, material misrepresentation, lack of prior written consent when required, abandonment, repeated defaults even if cured, threat to public health or safety, bankruptcy, plead guilty or no contest to or conviction of a felony, abandonment, failure to comply with laws, knowingly maintain false books or records or submit any false reports, commission of three or more breaches in a 12-consecutive month period. <i>The Franchise Agreement</i>

Provision	Section in Franchise agreement	Summary
i. Franchisees obligations on termination/non- renewal	Section 10.3	Obligations include final accounting, complete de-identification, our option to purchase assets, our option to assume your real estate lease, and payment of amounts due (also see r. below).
j. Assignment of contract by us	Section 9.6	No restriction on our right to assign.
k. “Transfer” by franchisee – definition	Section 3.20	Includes transfer of contract or assets; any ownership change.
l. Our approval of transfer by franchisee	Section 9	We have the right to approve all transfers.
m. Conditions for our approval of transfer	Sections 6.8, 9	New franchisee qualifies, payment of all of your outstanding debts to us, cure of any defaults, current agreement signed by new franchisee or assumption of current agreement, transfer fee paid, training completed, and release signed by you and your Related Parties.
n. Our right of first refusal to acquire franchisee’s business	Section 9.3	We can match any offer for your business.
o. Our option to purchase franchisee’s business	Section 9.3, 10.3	We may, but are not required to, purchase your inventory and equipment at the lesser of fair market value or depreciated value if franchise is terminated for any reason.
p. Death or disability of franchisee	Section 9.5	Heirs or beneficiaries must demonstrate, within 60 days, ability to operate franchise. Otherwise, franchise must be assigned by estate to approved buyer within 6 months.
q. Non-competition covenants during the term of the franchise	Section 8.6	No competing business during the term of the franchise.

Provision	Section in Franchise agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	Section 8.6	For a period of 2 years after termination, expiration or transfer, as applicable, no interest or involvement with a Competing Business that is (a) located at the Approved Location; (b) located at or providing services within a radius of 50 miles of the Approved Location; (c) located at or providing services within a radius of 50 miles of any Executive Care Business' Office or Approved Location; or (d) located or providing services within the state of New Jersey.
s. Modification of agreement	Section 11.4	No modification generally unless on consent of both parties, but Operations Manual subject to change. Approved Territory may be modified by Franchisor unilaterally if you are in default of the Franchise Agreement.
t. Integration/merger clause	Section 11.6	Only the terms of the franchise agreement are binding (subject to this Disclosure Document and applicable state law). Any other promises may not be enforceable. See Note 1.
u. Dispute resolution by arbitration or mediation	Sections 11.7 – 11.8	All claims must first be mediated prior to arbitration or litigation. Except for certain claims, all disputes must be arbitrated in New Jersey. The arbitration will occur with each respective party paying their own costs.
v. Choice of forum	Section 11.2	Superior Court of New Jersey, Monmouth County; United States District Court for the District of New Jersey. See Note 1.
w. Choice of law	Section 11.2	New Jersey law applies. See Note 1.

Note 1: See State Specific Addenda included as **Exhibit F** of this 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 a particular location or under particular circumstances.

HISTORICAL FINANCIAL PERFORMANCE REPRESENTATIONS

As of December 31, 2013, there were four franchised Agencies in operation. The historical financial performance representation in this Item 19 includes performance information for all four of these franchised Agencies (the "Reporting Agencies"). Two of the Reporting Agencies were formerly affiliate-owned businesses and are currently owned by certain individuals listed in Item 2. The other two Reporting Agencies are owned and operated by third-party franchisees.

The financial information used in the preparation of the information provided in this Item was not audited, was prepared internally by us based on unaudited information provided to us from the Reporting Agencies, and is materially in conformity with generally accepted accounting principles. Individual franchisees are likely to experience sales volume and cost variations. The geographic area within which the Franchised Business and Approved Territory is located and the operational skill and management methods employed by a franchisee may significantly affect the sales and costs realized.

We have written substantiation for the financial performance representation provided in this Item 19. Written substantiation for the financial performance representation in this Item 19 will be made available to the prospective franchisee upon reasonable request. You should carefully analyze the following table with the assistance of your counsel, accountants or other advisors, to determine whether the data realistically reflect costs and other factors affecting revenue with which you might be faced.

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TABLE A
GROSS REVENUES AND PAYROLL EXPENSES FOR THE REPORTING AGENCIES
DURING THE REPORTING PERIOD

Agency	Gross Revenues	Payroll Expenses
Agency A	\$89,114	\$52,450
Agency B	\$129,265	\$76,563
Agency C	\$1,860,776	\$1,064,919
Agency D	\$2,654,748	\$1,565,995

NOTES:

- The results reported in Table A reflect the total gross revenues and Payroll Expenses for the Reporting Agencies during the period August 1, 2013 through March 31, 2014 (the “Reporting Period”). The term “Gross Revenues” means: all reported revenues derived by the Reporting Agencies during the Reporting Period. The term “Payroll Expenses” means: all salaries and wages reportedly paid to the Reporting Agencies’ employees during the Reporting Period, including salaries and wages paid to caregivers, field employees, nurses and office staff.
- Agencies A and B are owned and operated by un-affiliated franchisees. Agencies A and B both commenced operations in 2013. Agency A operates in an Approved Territory that includes a population that is approximately twice the size of the Approved Territory you will be granted. Agency B operates in a typical Approved Territory consisting of a population of approximately 500,000.
- Agencies C and D were previously affiliate-owned agencies and were transferred to individuals listed in Item 2 in 2013. Agencies C and D operate in the same territory (the “Agency C&D Territory”). Agency C only offers and sells hourly home care services, skilled nursing services and staffing services in the Agency C&D Territory. Agency D only offers live-in home care services and skilled nursing services in the Agency C&D Territory. This is not typical of the Franchised Business you will operate. The Agency C&D Territory is almost three times larger than the area within which you will operate your Franchised Business. Your Approved Territory will only include a population of 500,000. As displayed in the below chart, the Agency C&D Territory includes a population of approximately 1,471,686. As described in further detail below, the Agency C&D Territory includes Bergen County, certain cities in Essex County, certain cities in Passaic County, and certain cities in Hudson County.

County	Population*
Bergen	911,004
Essex (Note A)	306,421

Passaic (Note B)	172,076
Hudson (Note C)	82,185
TOTAL	1,471,686

**The population data displayed in the above chart was obtained from the 2010 Census.*

Note A: The population figure provided for Essex County excludes the population of following cities: Newark, Irvington, East Orange, South Orange, Orange and Belleville.

Note B: The population figure provided for Passaic County only includes the population of following cities: Hawthorne, Little Falls, Wayne and Clifton.

Note C: The population figure provided for Hudson County only includes the population of the following cities: Secaucus, Bayonne and Kearny.

4. The Agency C&D Territory has an extensive and unique operational history. Before August 1, 2013, our affiliate operated an Executive Care Your Home Care Company® business in the Agency C&D Territory (the “Affiliate Executive Care Business”). The Affiliate Executive Care Business began exclusively offering services of the type the Franchised Business will offer (the “Franchised Business Services”) in the Agency C&D Territory commencing on May 14, 2012. Before May 14, 2012, for a period of approximately eight years, EHC’s predecessor operated under a business model offering two branches of services in the Agency C&D Territory, the Franchised Business Services and Medicaid managed care services. The Medicaid managed care services were discontinued as of May 14, 2012.
5. The Agency C&D Territory includes densely populated areas in New Jersey. The demographics of the population included in your Approved Territory may differ significantly from the Agency C&D Territory. Accordingly, the results achieved by the Agencies C&D may not be typical for a Franchised Business.
6. The Payroll Expense figure provided does not include all expenses a franchised business will incur. Your expenses will vary. Payroll and labor expenses may be affected by your local labor market, applicable federal or state laws relating to employment, number of employees, employee turnover, training, your compensation in labor, salary and benefits offered to employees and scheduling.
7. The Gross revenue and Payroll Expense information displayed in this Item 19 were provided to us by the Reporting Agencies. This information was internally prepared by the Reporting Agencies and was not audited.
8. The historical information provided in this Item 19 does not include any expense information, other than the Reporting Agencies’ Payroll Expenses for the Reporting Period. Your franchised business will incur other expenses and costs of operation,

including, among other expenses, continuing monthly royalty fees, annual royalty fee obligations, and the ongoing fees disclosed in Item 6.

9. Your Franchised Business's gross revenue will be affected, in large part, by your own operational ability, which may include your experience in managing a business, your capital and financing (including working capital), continual training of you and your staff, customer service orientation, service quality, your business plan and the use of experts to assist you in your business plan.
10. Your Franchised Business will be affected by a number of factors, including, demographics of your Approved Territory, competition, quality and services provided to your customers, your individual marketing and sales efforts. Your gross revenue may also be negatively impacted by not adhering to our System standards and specifications. Other matters affecting your sales may be inflation, state of the economy, applicable laws, rules and regulations.
11. Your costs and expenses may be affected by the price of materials and supplies; government regulations; regional differences; seasonal and weather fluctuations; and fluctuations due to periodic marketing and advertising programs.
12. The gross revenue and Payroll Expense information in this Item 19 reflect historical performance information of the Reporting Agencies, as reported to us. There is no assurance that future sales and /or expenses will correspond to historical sales and expenses.
13. There are a number of factors that may affect sales and expenses at your Franchised Business. The factors listed in this Item are not all-inclusive.

Additional Notes, Warnings and Disclaimers

As of the issuance date of this Disclosure Document, Agencies A and B are the only Agencies operating a business of the type you will operate, however Agency A's approved territory is twice as large as the Approved Territory you will be granted under your Franchise Agreement. Only the Reporting Agencies achieved the results reported in this Item. Your individual results may differ. There is no assurance you will sell as much or that your costs and expenses will not exceed those provided in this Item.

You are strongly advised to conduct, with the assistance of an accountant, an independent investigation of the costs and expenses you will incur in operating your Franchised Business in your Approved Territory. You and your accountant should build a business plan for the opportunity you are pursuing, taking into account such independent information as may be available at the time. While we are not able to review or comment on your plan, the plan should help you in making your investment decision, and in getting underway if you enter our system. The first year of operations may be the most challenging. There are numerous factors that affect a Franchised Business's sales and costs.

Except as expressly provided in this Item 19, we do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting our Chief Executive Officer, Mr. Verkhoglaz, Executive Home Care Franchising, LLC 270 State Street, Hackensack, NJ 07601, (855) 393-2372, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

**Table No. 1
System Wide Outlet Summary
For Years 2011 to 2013**

Column 1 Business 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	2011	0	0	0
	2012	0	0	0
	2013	0	4	+4
Company-Owned	2011	2	2	0
	2012	2	1	(-1)
	2013	1	1	0
Total Outlets	2011	2	2	0
	2012	2	1	(-1)
	2013	1	5	+4

**Table No. 2
Transfers of Outlets From Franchisees To New Owners
(Other Than The Franchisor) For years 2011 to 2013**

Column 1 State	Column 2 Year	Column 3 Number of Transfers
New Jersey	2011	0
	2012	0
	2013	0
All other States	2011	0
	2012	0
	2013	0
Total	2011	0
	2012	0
	2013	0

**Table No. 3
Status of Franchised Outlets
For Years 2011 to 2013**

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non- Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations- Other Reasons	Column 9 Outlets at End of the Year
New Jersey	2011	0	0	0	0	0	0	0
	2012	0	0	0	0	0	0	0
	2013	0	4	0	0	0	0	4
All Other States	2011	0	0	0	0	0	0	0
	2012	0	0	0	0	0	0	0
	2013	0	0	0	0	0	0	0
Total	2011	0	0	0	0	0	0	0
	2012	0	0	0	0	0	0	0
	2013	0	4	0	0	0	0	4

**Table No. 4
Status of Company-Owned Outlets For Years 2011 to 2013**

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisees	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisees	Column 8 Outlets at End of the Year
Florida	2011	1	0	0	0	0	1
	2012	1	0	0	1	0	0
	2013	0	0	0	0	0	0
New Jersey	2011	1	0	0	0	0	1
	2012	1	0	0	0	0	1
	2013	1	0	0	0	0	1
All Other States	2011	0	0	0	0	0	0
	2012	0	0	0	0	0	0
	2013	0	0	0	0	0	0
Total	2011	2	0	0	0	0	2
	2012	2	0	0	1	0	1
	2013	1	0	0	0	0	1

Table No. 5
Projected Openings as of December 31, 2013

Column 1 State	Column 2 Franchise Agreements Signed But Outlets 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
California	0	2	0
Connecticut	0	3	0
Florida	0	3	0
Maryland	0	1	0
Massachusetts	0	2	0
New Jersey	5	3	0
Ohio	0	5	0
Pennsylvania	0	3	0
Virginia	0	1	0
All other States	0	0	0
Total	5	23	0

Notes:

All numbers are as of the fiscal year ending on December 31st for each year.

Exhibit C lists the names of all current franchisees and the addresses and telephone numbers of their Franchised Business offices as of December 31, 2013.

Exhibit D lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had a franchise terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during our most recently completed fiscal year or who has not

communicated with us within 10 weeks of the issuance date of this Disclosure Document.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

If you buy this franchise, your contact information may be disclosed to other buyers.

We do not know of any trademark-specific franchisee organization associated with the EXECUTIVE CARE YOUR HOME CARE COMPANY® franchise system being offered. Currently, there are no franchisee organizations we have created, sponsored or endorsed. However, we reserve the right to do so in the future.

ITEM 21 FINANCIAL STATEMENTS

We have not been in business for three years or more, and cannot include all financial statements required in this Item 21.

The following documents are attached to this disclosure document as **Exhibit B**:

1. Audited Balance Sheet dated June 30, 2012.
2. Audited Financial Statements for the fiscal year ended December 31, 2013.

ITEM 22 CONTRACTS

Copies of all proposed agreements regarding the franchise offering are included in **Exhibit A**. These include:

Franchise Agreement and the following Exhibits:

- Exhibit 1 - Approved Territory
- Exhibit 2 – Authorization Agreement for Prearranged Payment
- Exhibit 3 - Conditional Assignment of Telephone Numbers
- Exhibit 4 - Nondisclosure and Noncompetition Agreement
- Exhibit 5 - Personal Guaranty and Subordination Agreement
- Exhibit 6 - Waiver of Approved Territory
- Exhibit 7 - Statement of Ownership Interest in Franchisee
- Exhibit 8 – Conversion Addendum
- Exhibit 9 – Assignment & Assumption Agreement
- Exhibit 10 – SBA Addendum

ITEM 23 RECEIPTS

Two copies of a detachable receipt in **Exhibit J** are located at the very end of this Disclosure Document. Please sign one copy of the receipt and return it to us at the following address:

Attention: Lenny Verkhoglaz, CEO Executive Home Care Franchising, LLC
270 State Street
Hackensack, NJ 07601
Telephone: (855) 393-2372

The duplicate is for your record.

Exhibit A
Franchise Agreement and Exhibits



Franchise Agreement

Executive Care Your Home Care Company®

FRANCHISE AGREEMENT

1. PARTIES

THIS FRANCHISE AGREEMENT (the “Agreement”) is made and entered into on this _____ day of _____, 20____ (the “Effective Date”), by and between Executive Home Care Franchising, LLC, a New Jersey limited liability company with its principal place of business located at 270 State Street, Hackensack, New Jersey 07601 (“Executive Care”, “Franchisor”, “we”, and/or “us”), and _____ [an individual] [individuals] [a corporation] [a partnership] [a limited liability company], at _____ [or, with its principal place of business located at _____] (collectively, “You” or “Franchisee”).

2. RECITALS

2.1. Ownership of System

Executive Care is the owner or licensee of certain intellectual property rights, trade names, service marks, trademarks, logos, emblems, and indicia of origin, including but not limited to the “EXECUTIVE CARE YOUR HOME CARE COMPANY®” mark, and the words “Executive Care”. Executive Care has spent a considerable amount of time, effort, and money to construct and continues to develop, use and control business methods, technical knowledge, marketing concepts, trade secrets, commercial ideas, advertising materials, marketing strategies, information on sources of supply, administrative procedures, business forms, distinctive signs, trade dress and uniforms, and employee training techniques that, taken together, make up a proprietary system (the “System”) for the operation of agencies that provide comprehensive care and medical services to home care clients within their home, and that market and provide supplemental healthcare staff to institutional client (each an “Agency” or the “Franchised Business”). Franchised Businesses offer some or all of the following services: non-medical companion caregiver in home care services, medical personal care in home care services, medical skilled care in home care services, and supplemental healthcare staffing. Your state regulations may prevent your ability to offer certain of these services. It is your duty and obligation to determine the restrictions imposed by applicable laws as they relate to your Franchised Business.

2.2. Objectives of Parties

You desire to open and operate an Agency under the System using the Trade Name and Marks (as those terms are defined in Section 3, below), and You wish to obtain from Executive Care, and Executive Care wishes to grant to You, a franchise for that purpose.

3. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

3.1. Advertising Fund

“Advertising Fund” or “Ad Fund” means a fund established by Executive Care for purposes of increasing brand awareness and national advertising.

3.2. Approved Services or Services

“Approved Services(s)” or “Service(s)” means the products and services you are required to offer in connection with the operation of the Franchised Business, as designated by Executive Care from time to time in the Manual or otherwise in writing.

3.3. Approved Office Location

“Approved Office Location” means the street address of the physical office location approved in writing by Executive Care for the operation of the Franchised Business which shall be set forth in Exhibit 1 to this Agreement.

3.4. Approved Territory

“Approved Territory” means the area set forth in Exhibit 1 to this Agreement.

3.5. Designated Manager

“Designated Manager” means the person that (a) You have appointed as general manager of the Franchised Business; (b) has completed our initial training program to our satisfaction; and (c) has been approved by us to serve as your Designated Manager.

3.6. Executive Care or “We”, “Us”, “Our”

“Executive Care” or “we”, “us” or “our”, means Executive Home Care Franchising, LLC, or any person or entity to which Executive Care allocates all or part of its rights and obligations under this Agreement.

3.7. Franchised Business or Agency

“Franchised Business” or “Agency” means the franchised business that Executive Care has licensed You to operate in the Approved Territory under the terms and conditions set forth in this Agreement.

3.8. Franchise Network

“Franchise Network” means the interdependent network composed of all Agencies, all System franchisees, Executive Care’s Related Parties, and any other persons or business entities that Executive Care has licensed to use the Trade Name, Marks, System or any of them.

3.9. Good Standing

“Good Standing” means timely compliance by You and Your Related Parties with all provisions of this Agreement and the Manual, specifically including provisions for timely payment of amounts You owe to Executive Care and/or its Related Parties.

3.10. Net Billings

“Net Billings” means the aggregate of all amounts billed on the sales of any and all services and products, and all revenues and other income from whatever source derived (whether in the form of cash, credit, agreements to pay or other consideration and whether or not payment is received at the time of sale or any of these amounts prove uncollectible), which arise from or are derived by you or any other person from business conducted by, or which originated from, your Agency. Net Billings include all proceeds from any business interruption insurance. Sales tax and other taxes separately stated that you collect from customers and pay to taxing authorities are specifically excluded from Net Billings. You are also permitted to deduct Reimbursable Expenses from Net Billings. You may not deduct the Reimbursable Expenses from Net Billings unless the deductions are calculated in accordance with our specifications and reported to us in the form and manner we designate.

3.11. Gross Payroll

“Gross Payroll” means the total payroll amount disbursed by you, minus Reimbursable Expenses.

3.12. Manual

“Manual” or “Operations Manual” means the confidential operations manual and various other confidential manuals and/or written materials relating to operation of Franchised Businesses that Executive Care lends to you, or authorizes you to use, during the term of this Agreement (collectively, the “Manual”), all of which may be changed by us at any time in the future. The Manual may include specifications relating to use of the Marks, required services, customer service

techniques, staffing requirements, forms and requirements for the establishment and operation of the Franchised Business, and administration issues and procedures.

3.13. Marks

“Marks” means selected trademarks, service marks, trade dress, logotypes, slogans and other commercial symbols licensed by Executive Care to You under this Agreement, all of which Executive Care may change, modify and/or substitute at any time during the term of this Agreement.

3.14 Proprietary Services or “Services”

“Proprietary Services” means any product or service that is composed by, of or in accordance with Executive Care’s specifications or that bears or has been labeled with any of the Marks.

3.15. Reimbursable Expenses

“Reimbursable Expense” or “Reimbursable Expenses” means the total dollar amount of pre-approved actual expenditures made by you or your caregivers to purchase products or services from independent third parties for Executive Care clients, such as mileage and shopping, as defined in the Manual. You may not deduct the Reimbursable Expenses from Net Billings unless the deductions are calculated in accordance with our specifications and reported to us in the form and manner we designate.

3.16. Related Party

“Related Party” or “Related Parties” means persons and companies affiliated with Executive Care or You, as the context indicates, including, but not limited to, owners, general partners, limited partners, shareholders, or members, owning an interest in: (i) Executive Care or in You; (ii) corporations, limited liability companies or other business entities in which Executive Care or You have an interest; (iii) corporations, limited liability companies or other business entities in which any person or entity owning an interest in You also has an interest; or (iv) officers, directors, customers or agents of Executive Care or of You.

3.17. Start Date

“Start Date” means the earlier of _____ [*agreed-upon deadline*] or the date when Your Franchised Business begins operation.

3.18. Termination

“Termination” means the expiration of this Agreement; the non-renewal of this Agreement; or the termination of this Agreement before its normal expiration date.

3.19. Trade Name

“Trade Name” means the commercial name “EXECUTIVE CARE YOUR HOME CARE COMPANY®.”

3.20. Transfer

“Transfer” means any sale, gift, or other change in ownership of all or any part of the rights and/or obligations: (i) of this Agreement; (ii) of the Franchised Business; or (iii) of an ownership interest in You. If You are a partnership, then one or more transactions (regardless of whether or not they are related) in which there is any change in the rights to Your capital or profits will be considered to be a Transfer; if You are a corporation or other business entity, then one or more transactions (regardless of whether or not they are related) in which there is any change in the control and/or beneficial ownership in You or of Your stock will be considered to be a Transfer.

3.21. You

“You” means the person or entity that is named as “You” in Section 1 of this Agreement. If “You” are a business entity, “You” means all parties listed on Exhibit 7. “You” means all persons or entities that succeed to Your interest by Transfer, other transfer, or by operation of law.

NOW, THEREFORE, the parties agree as follows:

4. GRANT OF FRANCHISE

4.1. Granting Clause

Executive Care grants to You the right, and You hereby undertake the obligation, upon the terms and conditions set forth in this Agreement: (a) to establish and operate a single Franchised Business within the Approved Territory from the Approved Office Location that includes the provision of such Services as designated by Executive Care; and (b) to use solely in connection therewith the Trade Name, Marks and System as they may be changed, improved, and further developed from time to time. You shall not engage in any other business without the prior written consent of Executive Care.

4.2. Approved Office Location

You shall be responsible for purchasing or leasing a suitable office site for the Franchised Business which must be located within the Approved Territory. In no event shall the office for your Franchised Business be less than 800 square feet or more than 1,200 square feet without the prior written consent of Executive Care. You may not establish Your business at any site other than the Approved Office Location or engage in business activities anywhere outside of the Approved Territory. You may not establish any other business at the Approved Office Location or

within the Approved Territory. You may not engage in mail order, internet, or any other sales except with Executive Care's prior written consent and as part of Executive Care's coordinated marketing effort. You may not offer any services or products to persons outside the Approved Territory, or sell any services or products outside the Approved Territory without our prior written consent, which we may grant or withhold in our sole and absolute discretion.

4.3. Approved Territory

4.3.1 You shall operate the Franchised Business, offering all services and products designated by Executive Care, and only those services and products designated by Executive Care, solely within the Approved Territory. You shall not conduct any business, including the offering or performance of any service, outside of the Approved Territory. You may not advertise or otherwise offer or provide any products or services outside of your Approved Territory unless we authorize you to do so in writing. You may not solicit customers outside of your Approved Territory without our prior written consent. We may condition our consent on any terms we deem appropriate, which conditions may include: (i) a restriction on solicitations circulating in other franchisees' approved territories; (ii) your achievement of certain performance thresholds in your Approved Territory; (iii) a limitation providing that your permission to solicit outside your Approved Territory will immediately terminate if the area in which you are soliciting customers is granted to another franchisee, in which case you must provide all customer information to that franchisee. We reserve the right to permit you to retain customers located outside of your Approved Territory, even if we subsequently license the area in which the customer is located, to another System franchisee. Similarly, we reserve the right to permit other franchisees to continue to service customers located in your Approved Territory to the extent another franchisee serviced such customers prior to the Effective Date of this Agreement.

4.3.2 Subject to the Reserved Rights, during the term of this Agreement, Executive Care agrees that it shall not establish, nor license any other person to establish, another Franchised Business within Your Approved Territory.

4.4. Rights Reserved

4.4.1 We retain all rights that are not expressly granted to you under this Agreement. Without limiting this broad retention, we reserve the right to:

(a) establish, own, or operate, and license others to establish, own or operate Agencies and any other business under the Marks or any other trademark outside of your Approved Territory;

(b) establish, own or operate, and license others to establish, own or operate, other businesses under other systems using the Marks or any other trademark outside of your Approved Territory;

(c) offer, sell, operate, distribute and/or license others to sell, operate and distribute, through franchised or non-franchised businesses, at wholesale or retail, within and outside the Approved Territory: (i) branded goods, (ii) services we have not licensed you to offer or sell through your Agency, and/or (iii) goods and services under trademarks other than the Marks;

(d) provide services and sell any products under the Marks or any other trademark through alternative channels of distribution, including the Internet, durable medical equipment centers, assisted living facilities, adult daycare and/or child daycare facilities and hospices; and/or

(e) merge with, acquire or be acquired by any business or agency of any kind under other systems and/or other marks, which business and/or agency may offer, sell, operate or distribute and/or license others to offer, sell, operate and distribute goods and services through franchised or non-franchised businesses, at wholesale or retail, within and outside the Approved Territory. If we acquire or merge with another system with businesses operating within the Approved Territory, we will not license these businesses to operate under the Marks without your consent.

4.4.2 We may operate a temporary location, trade show booth or similar type location for a limited period of time (not to exceed 15 consecutive days without your written consent) within your Approved Territory and we are not required to pay you any compensation relating to these activities.

4.4.3 We may also offer products and services at non-traditional venues within or outside of your Approved Territory, such as retail establishments, nursing homes, and hospitals.

4.4.4 National Accounts. We reserve the right to directly, or indirectly through licensees (including other franchisees), solicit, offer and provide services to National Accounts. You are prohibited from contracting with National Accounts unless you obtain our prior written consent. We and/or our designees have the exclusive right to negotiate and enter into agreements or to approve forms of agreements providing supplemental healthcare staff to “National Accounts,” including National Accounts with locations in your Approved Territory. The term “National Accounts” means institutional clients and any business that owns, manages, controls, services or otherwise has responsibility for buildings or clients in more than one location and whose presence is not confined within one franchisee’s particular approved territory. We are not required to provide you with any compensation or other consideration in soliciting and/or servicing National Accounts. We reserve the right to require you to service any National Accounts where the service is to be provided in your Approved Territory. We reserve the right to authorize other System franchisees to service any National Accounts, even if the service is to be provided to the National Account within your Approved Territory.

4.5. Relocation

4.5.1 You shall not, without first obtaining Executive Care's prior written authorization, relocate the Approved Office Location. Executive Care may condition its consent on your satisfaction of the following conditions precedent:

- (a) You and Your Related Parties are in Good Standing under this Agreement, any other Agreement between Executive Care or Executive Care's Related Parties and You, and You and Your Related Parties are in compliance with all provisions of the Manual;
- (b) You and any of Your Related Parties that have signed this Agreement, and all Guarantors, have agreed to cancel this Agreement and execute a new Franchise Agreement and Guaranty in the form that is currently effective at the time of relocation (with a term equal to the then-remaining term of this Agreement);
- (c) You agree to equip and furnish Your new office for the Franchised Business so that it meets the standards of appearance and function applicable to new Franchised Businesses at the time of relocation;
- (d) You and Your Related Parties that are parties to this Agreement shall have executed a general release, in a form satisfactory to Executive Care, of any and all claims against Executive Care and its Related Parties, affiliates, successors, and assigns, and their respective directors, officers, shareholders, partners, agents, representatives, servants, and employees in their corporate and individual capacities including, without limitation, claims arising under this Agreement, any other agreement between You and Executive Care or its affiliates, and federal, state, and local laws and rules; and
- (e) You may not cease to operate the Franchised Business, but you may close the office for no more than three (3) days only for the purposes of moving equipment and fixtures from the old Franchised Business office to the new office.

4.6. Term and Renewal

4.6.1. Initial Term

Except as otherwise provided herein, the initial term of this Agreement shall expire at the date that is ten (10) years from the Start Date.

4.6.2. Renewal

You shall have the option to renew this Agreement for one (1) additional term of ten (10) years, subject to the following conditions, all of which shall be met before renewal:

- (a) You and Your Related Parties are in Good Standing under this Agreement, any other Agreement between Executive Care or Executive Care's Related Parties and You and/or Your Related Parties, and You and Your Related Parties are in full compliance with the Manual;
- (b) You shall give Executive Care written notice of Your election to renew not less than six (6) months nor more than twelve (12) months prior to the end of the initial term;
- (c) You and any Related Parties that have signed this Agreement shall have signed a copy of the then-current Franchise Agreement (except with respect to the renewal provisions thereof, which shall not supersede this Section 4.6.2) not less than thirty (30) days before the expiration of this Agreement, or thirty (30) days after You receive a signature-ready copy of the then-current Franchise Agreement from Executive Care, whichever is later;
- (d) You shall have paid us a renewal fee equal to the greater of (a) \$5,000, or (b) 15% of our then-current initial franchise fee;
- (e) You shall have, before the beginning of the renewal term, at Your own expense, remodeled the interior and exterior of the office of the Franchised Business, replaced and modernized the décor, equipment and signs used in the Franchised Business as Executive Care may require in its sole discretion, in order for the office and Franchised Business to meet the then-current standards of appearance and function at the time of renewal; and
- (f) You and Your Related Parties that are parties to this Agreement shall have executed a general release, in a form satisfactory to Executive Care, of any and all claims against Executive Care and its Related Parties, affiliates, successors, and assigns, and their respective directors, officers, shareholders, partners, agents, representatives, servants, and employees in their corporate and individual capacities including, without limitation, claims arising under this Agreement, any other agreement between You and Executive Care or its affiliates, and federal, state, and local laws and rules.

The provisions of the standard franchise agreement in use by Executive Care at the time of renewal may be materially different than those contained in this Agreement, including, but not limited to, provisions for increased royalties, advertising, and other fees. You hereby acknowledge and agree that Your right to renew shall be contingent upon Your acceptance of the new provisions.

5. SERVICES TO FRANCHISEE

Executive Care agrees to perform the following services for You provided that You are, at the time when service is to be rendered, in Good Standing under this Agreement, any other

agreement with Executive Care or Executive Care's Related Parties, and You are in full compliance with the Manual.

5.1. Office Layout and Interior Decoration

5.1.1 Executive Care will make available prototype or sample plans and specifications for a proto-typical Franchised Business office to guide You in furnishing and equipping the office for Your Franchised Business. You shall, at Your own expense, hire an approved architect to tailor the plans and specifications provided by Executive Care for Your individual use and then submit the customized plans and specifications to Executive Care for written approval, which will not be unreasonably withheld.

5.1.2 Executive Care's approval shall be limited to conformance with the Franchised Business prototype and sample plans, and shall not relate to Franchisee's obligations with respect to any federal, state and local laws, codes and regulations including the applicable provisions of the Americans with Disabilities Act (the "ADA") regarding the construction, design and operation of the Franchised Business' office, which subjects shall be Your sole responsibility.

5.1.3 You shall comply with all federal, state and local laws, codes and regulations, including the applicable provisions of the ADA regarding the construction, design and operation of the office for your Franchised Business and the Franchised Business itself. You are responsible for obtaining all zoning classifications and clearances which may be required by state or local laws, ordinances, or regulations or which may be necessary or advisable owing to any restrictive covenants relating to Your location. After having obtained such approvals and clearances, You shall obtain all permits and certifications required for the lawful construction and operation of the Franchised Business.

5.2. Training

5.2.1. Initial Training

Before the opening of Your Franchised Business, Executive Care will conduct an initial training program concerning the operation of the Franchised Business under the Executive Care System for your Initial Training Team, at no additional charge. Additional persons may attend initial training for a fee of five hundred dollars (\$500) each. Your "Initial Training Team" must consist of you, if you are an individual, your Designated Manager, and a salesperson. Your Initial Training Team must attend and complete the initial training program at the times designated by Executive Care. You may not commence operations or open your Agency until your Initial Training Team completes the initial training to our satisfaction.

5.2.2. Additional Training & Education

Executive Care may offer additional training and/or education programs on matters related to the operation or promotion of the Franchised Business on an optional or mandatory basis, as it

deems appropriate in its sole and absolute discretion. All of your management level employees and employees that come in contact with clients of the Franchised Business must attend and complete our training program, at your sole cost and expense. You, your management-level employees and employees that come in contact with clients of the Franchised Business shall attend and complete any such additional training and/or education programs in Hackensack, NJ, or such other location as designated by Executive Care, to Executive Care's satisfaction. You will be required to pay Executive Care or its designee an Additional Training Fee of up to \$500 per day (depending on the nature of the training provided), plus all travel and lodging expenses incurred by Executive Care in providing any such additional training. If the additional training is conducted at Executive Care's headquarters or at a location other than your Approved Office Location, You shall be responsible for Your own expenses and those of Your employees who attend any such training or education programs.

5.2.3. Mandatory Annual Conferences

Executive Care may, in its sole and absolute discretion, require you to attend a mandatory conference once per calendar year during the term. You shall attend all such conferences and pay to Executive Care or its designee, a Mandatory Conference Attendance Fee in the amount designated by Executive Care, which amount shall not exceed \$2,000 per fee per year.

5.3. Periodic Advisory Assistance

Executive Care will, as it deems advisable in its sole and absolute discretion, provide periodic advisory assistance to You concerning the operation and promotion of the Franchised Business. If you request additional assistance, you must pay Executive Care's then-current consulting fee.

5.4. Manual

Executive Care will lend You a copy of the Manual. Executive Care may revise the Manual periodically, in its sole and absolute discretion. Changes to the Manual may be made at any time, including as new products and services are developed, and to conform to the changing needs of the Franchise Network. Executive Care will notify you of changes to the Manual in writing. In lieu of a "hard copy" of the Manual, Executive Care may make available to You a Manual in electronic form at its discretion. Executive Care will notify You via email of any updates to the Manual. You shall be responsible for immediately downloading and complying with the revised Manual.

5.5. Advertising

Executive Care may, but is not required to, provide you with electronic access to certain advertising materials. These material may, but are not required to, include video and audiotapes, copy-ready print advertising materials, posters, banners and miscellaneous point-of-sale items. Executive Care reserves the right to change the format in which we provide these materials to you in the future.

5.6. Approved Suppliers

5.6.1 Executive Care has the absolute right to limit the suppliers with whom you may deal. Executive Care has the right to require you to purchase any and all items, products, services, signs, furnishings, supplies, fixtures and equipment from Executive Care, Executive Care's Related Parties, and/or distributors or suppliers Executive Care has approved or designated (each a "Supplier", collectively, "Suppliers" or "Designated Suppliers"). You shall purchase all goods, items, products and services Executive Care specifies from Designated Suppliers. Executive Care has the right to designate one supplier for any given item, product, good or service. Executive Care will provide you with a list of Suppliers, which list may change over time. While the Suppliers included on this list are currently mandated, approved and/or recommended, Executive Care reserves the right to change this list from time to time in its sole and absolute discretion. Notifications of changes to the Suppliers list will be communicated to you through changes to the Manual or other written communications, including via electronic mail. Approval of Suppliers may be revoked upon written notice. Executive Care has the right to become an approved supplier, and/or the only supplier, for any item, product, good and/or service at any time.

5.6.2 Executive Care and/or its Related Parties, may derive income, consideration, payments and other benefits on account of your purchase or lease of any products, services, supplies and/or other items from Executive Care, its Related Parties and/or any supplier, including Designated Suppliers. This income may be derived in any form, including as a rebate from various suppliers based on the quantity of System franchisee purchases (including your purchases). Executive Care and/or its Related Parties may use these benefits for any purpose without restriction. Executive Care is not obligated to remit any benefits to you and reserves the right to retain all such benefits.

5.6.3 In advising You of suppliers who meet its standards and specifications, Executive Care expressly disclaims any warranties or representations as to the condition of the goods or services sold by the suppliers, including, without limitation, expressed or implied warranties as to merchantability or fitness for any intended purpose. You agree to look solely to the manufacturer or the supplier of equipment or services for the remedy for any defect in the goods or services. Executive Care reserves the right to change the list of approved suppliers from time to time.

5.6.4 You acknowledge and agree that Executive Care shall have the right to collect and retain all manufacturing allowances, marketing allowances, rebates, credits, monies, payments or benefits (collectively, "Allowances") offered by suppliers to You or to Executive Care or its affiliates based upon Your purchases of Approved Services, Services and other goods and services. You assign to Executive Care or its designee all of Your right, title, and interest, in and to, any and all such Allowances and authorize Executive Care or its designee to collect and retain any and all such Allowances without restriction (unless otherwise instructed by the supplier).

5.6.5 Executive Care may, at any time, revoke its approval of particular items, products, Services and/or suppliers as determined by Executive Care in its sole and absolute discretion. Immediately upon receipt of notice of such revocation, You shall immediately cease or use, or order, or offer, any disapproved item, Service, and/or product from any disapproved supplier.

6. PAYMENTS BY FRANCHISEE

6.1. Initial Franchise Fee

When You sign this Agreement, You shall pay Executive Care in cash or another form of payment that will make the funds immediately accessible to Executive Care, such as cashier’s check or wire transfer, an initial franchise fee of thirty five thousand dollars (\$35,000) (the “Initial Franchise Fee”). The Initial Franchise Fee is not refundable.

6.2. Royalties

6.2.1 Monthly Royalty Fee

You shall pay Executive Care a continuing monthly royalty fee equal to the greater of (i) five percent (5%) of Net Billings; or (ii) \$1,000, each month. Monthly royalty payments shall be due on the fifth day of each calendar month for the preceding calendar month. Royalties shall be payable in the form and manner designated by Executive Care. Currently, all payments are to be made via electronic funds transfer (“EFT”).

6.2.2 Minimum Annual Royalty Fee Adjustment Payment

The total monthly royalty fees you pay to Executive Care each year of the initial term (each a “Term Year”) must reach the applicable Minimum Annual Royalty Fee amount specified in the below table. If the total monthly royalty fees you paid to Executive Care during any Term Year do not reach the applicable Minimum Annual Royalty Fee amount, you must pay Executive Care the difference no later than 30 days after the end of each Term Year. Your Minimum Annual Royalty Fee Requirements are as follows:

Term Year	Minimum Annual Royalty Fee
1	\$12,000
2	\$25,000
3	\$37,500
4	\$47,500
5	\$55,000
6	\$65,000
7	\$75,000
8	\$87,500
9	\$97,500
10	\$107,500

6.3. Technology Fee

You shall pay to Executive Care a monthly Technology Fee equal to the greater of: (a) the fee Executive Care's designated vendor of technology services charges Executive Care for certain designated technology services, or (b) 1% of Net Billings each month (the "Technology Fee"). The current Technology Fee is \$450 per month, which covers two user IDs, and is subject to future increase. Once your Franchised Business requires five user IDs, the Technology Fee will increase. This increase may be based on a certain dollar amount per-caregiver employed by your Franchised Business. We reserve the right to require you to purchase the technology services directly from a designated third party supplier at any time in the future, in which case you will pay the Technology Fee, or such other fee as required by the provider, directly to us unless we specify otherwise. The Technology Fee will cover expenses related to Your access to an Executive Care email account, and other technology assistance as set forth in the Manual. The Technology Fee may increase from time to time at our sole discretion. We will provide you written notice of any change to the Technology Fee thirty (30) days prior to any change.

6.4 Monthly Payroll Processing Service Fee

Beginning on the first (1st) day of the seventh (7th) month after the Start Date, and continuing each month thereafter for the duration of the term of this Agreement, you shall pay to Executive Care or its designee, a Payroll Processing Service Fee of .5% of your monthly Gross Payroll. Before you open for business, You shall execute any and all documents designated by Executive Care to enable Executive Care (or its designee) to collect payroll information from You, provide the information to any applicable third parties, and to debit your bank account for your payroll by electronic funds transfer. Executive Care is currently the exclusive supplier of payroll processing services. Executive Care may discontinue these services at any time upon written notice to you. If Executive Care elects to discontinue the payroll processing services, you will no longer be required to pay the monthly Payroll Processing Service Fee to Executive Care, effective on the date specified in the discontinuance notice.

6.5. Customer Billing Service Fee

6.5.1 Beginning on the first (1st) day of the seventh (7th) month after the Start Date, You shall pay to Executive Care a monthly Customer Billing Service Fee equal to .5% of your Net Billings each month. You shall also sign the current Agreement for Customer Billing, or any other form specified by Executive Care, to enable Executive Care (or its designee) to bill customers for services you provide. Executive Care is currently the exclusive supplier of customer billing services. Executive Care may discontinue these services at any time upon written notice to you. If Executive Care elects to discontinue the customer billing services, you will no longer be required to pay the Monthly Customer Billing Service Fee to Executive Care, effective on the date specified in the discontinuance notice.

6.5.2 If Executive Care receives and responds to complaints from customers serviced by Your Franchised Business, Executive Care may charge you its costs of responding to any such complaint (“Customer Service Fee”).

6.6. Violation Fees

6.6.1 If You provide services outside of your Approved Territory without our prior written consent, we may charge you a violation fee each time you do so equal to the greater of: (a) \$4,000 per violation; or (b) all gross revenues derived in connection with performing services outside of the Territory.

6.6.2 If you fail to report Net Billings as and when required under this Agreement, we may charge you a violation fee of \$4,000 per occurrence. Our imposition of violation fees shall not be construed as a waiver of our rights under this Agreement and applicable law.

6.7. Training Fees and Costs

We will not charge a fee for the initial training program for your Initial Training Team (which consists of three (3) persons). However, if additional persons are trained, we may charge a training fee of five hundred dollars (\$500) per person.

6.8. Consulting Fees and Costs

Optional consulting services may be made available to You by Executive Care on a per hour fee basis at a rate determined by Executive Care, plus reimbursement of direct costs. You shall promptly pay such consulting fees and reimburse Executive Care for all incidental expenses incurred by Executive Care in rendering such consulting services, including, but not limited to, the cost of business class transportation, lodging, meals, and telephone, fax, and courier charges.

6.9. Transfer Fee

You shall pay to Executive Care a transfer fee of \$5,000 as a condition of, and prior to any Transfer.

6.10. Method and Application of Payments

Executive Care has the right to apply any payment it receives from You to any past due amount You owe to Executive Care or Executive Care’s Related Parties regardless of how You indicate the payment is to be applied.

To maintain records consistent with other Franchised Businesses, You agree to use the commercial scheduling, billing, payroll, and other computer programs we designate. Further, You shall instruct the providers to allow Executive Care to access and review all books and electronic records relating to Your Franchised Business.

6.11. When Payments Begin

Unless stated otherwise, Your obligation to pay continuing monthly royalties, advertising fees, and other fees begins on the earlier of the Start Date of this Agreement, as defined above, or the day Your Franchised Business begins operation. If the Start Date is on any day other than the first day of a month, the minimum royalties and advertising fees will be prorated based on the number of days from the Start Date to the last day of the first month under this Agreement.

6.12. Audit

Executive Care or its designee has the right during normal working hours to audit Your books and records, including Your tax returns, with respect to the Franchised Business. If an audit discloses an underpayment of royalties or fees payable under this Agreement, You shall immediately pay these amounts to Executive Care together with accrued interest on the amount underpaid in accordance with Section 6.13 of this Agreement. In addition, if the underpayment exceeds two percent (2%) of the total royalty and/or other fees payable for any period covered under the audit, You shall reimburse Executive Care for all expenses actually incurred by Executive Care in connection with the audit, including reasonable attorneys' and accounting fees.

6.13. Interest on Late Payments

Any payment not received by Executive Care when due will bear interest at eighteen percent (18%) per year or at the highest rate allowed by applicable law on the date when payment is due, whichever is less. Interest charges on late payments are intended to partially compensate Executive Care for loss of use of the funds and for internal administrative costs resulting from late payment which would otherwise be difficult to measure precisely. The fact that such charges are imposed shall not be construed as a waiver of Executive Care's right to timely payment.

6.14. Electronic Funds Transfer

When You sign this Franchise Agreement, You shall also sign an Authorization Agreement for Prearranged Payment, in the form of Exhibit 2 to this Agreement or any other form specified by Executive Care, to enable Executive Care to collect royalty, advertising, and all other amounts due to Executive Care from You by electronic funds transfer. You agree to instruct any applicable bank or commercial billing service to credit to a bank account of Executive Care the applicable royalty and advertising fee amount, and all other amounts due, in full; all credits to Executive Care are to be credited to Executive Care when due. At no time will You sell or assign any current or future accounts receivable to any other party, without the prior written consent of Executive Care.

7. OBLIGATIONS OF FRANCHISEE

7.1. Use of Trade Name and Marks

7.1.1. Permitted Use

You may use the Trade Name and Marks only in the operation of the Franchised Business within the Approved Territory. You may not use the Marks or the words “Executive Care” as part of your legal entity name. You may not license any third party to use the Executive Care Trade Name and Marks. You may not use the Trade Name or Marks on the internet, in any electronic advertising or social media, including but not limited to on Facebook®, MySpace®, Twitter®, YouTube®, or other similar electronic advertising or social media without our prior written consent. You may not use any other trade name or marks at the Approved Office Location, or in connection with the Franchised Business without the express written consent and direction of Executive Care. You shall refrain from engaging in any action (or failing to take any action) that causes or could cause damage to the Marks, the System, or the goodwill associated with the Marks.

7.1.2. Changes in Trade Name and Marks

Executive Care has invested substantial time, energy, and money in the promotion and protection of its Trade Name and other Marks as they exist on the Start Date. However, You and Executive Care recognize that rights in intangible property such as the Trade Name and Marks are often difficult to establish and defend and that changes in the cultural and economic environment within which the System operates or third-party challenges to Executive Care’s rights in the Marks may make changes in the Trade Name and Marks desirable or necessary. Executive Care therefore reserves the right to change its Trade Name and Marks (although it has no present intention to do so) and the specifications for each at any time in the future. You agree that You shall promptly conform, at Your own expense, to any such changes.

7.1.3. Advertising Materials

You shall submit to Executive Care copies of all advertising materials that You propose to use at least two (2) weeks before the first time they are broadcast or published. Executive Care will review the materials within a reasonable time and will promptly notify You in writing as to whether it approves or rejects them. For purposes of this paragraph, advertising materials that differ from previously approved materials only in such variables as date or price will be considered to be previously approved. Even if Executive Care approves specified materials, it may later withdraw its approval in its sole and absolute discretion.

7.1.4. Legal Protection

You agree to notify Executive Care immediately in writing if You become aware of any unauthorized use of Executive Care’s Trade Name, Marks, or System. You shall promptly notify Executive Care in writing of any claim, demand, or suit against You or against Your principals in connection with Your use of the Trade Name, Marks, or System. In any action or proceeding arising from or in connection with any such claim, demand, or suit, You agree that Executive Care

may select legal counsel and has the right to control the proceedings. In certain cases, as described in Section 8.5 of this agreement, Executive Care will indemnify and hold You harmless.

7.2. Approved Office Location Site Selection; Computer Requirements; Vehicle Requirements

7.2.1 You shall, on Your own initiative and at Your own expense, locate, obtain and occupy the site for the Franchised Business' office. Executive Care's prior approval of the proposed site, which may not be unreasonably withheld, shall be obtained in writing. The site shall be a minimum of 800 square feet and shall meet minimum demographic/geographic requirements, as described in the Manual, which vary by region. To seek Executive Care's approval, You shall advise Executive Care in writing of the proposed site. We will approve or disapprove Your site within thirty (30) days after we receive notice of the proposed location from You, payment of the Lease Review Fee, and a copy of the proposed lease agreement. It is Your responsibility to secure a site. Executive Care will not refund the Initial Franchise Fee if You are unable to secure a satisfactory site. By approving a particular site for the Franchised Business, Executive Care does not represent or guarantee that the Franchised Business will be successful.

7.2.2 You shall purchase and maintain a computer and point of sale system, as designated by Executive Care, ("POS System") to be used in the operation of the Franchised Business and for reporting purposes. You shall comply with the following provisions relating to the POS System:

(a) You shall update and upgrade the POS System as designated by Executive Care. Executive Care may require you to enter into a separate maintenance and/or support agreement for your POS System at any time, at your sole cost and expense.

(b) You shall record all sales at or from the Franchised Business at the time of sale, in accordance with Executive Care's procedures and on the POS System.

(c) You shall comply with such requirements determined by Executive Care from time to time regarding maintenance, training, storage and safeguarding of data, records, reports and other matters relative to the POS System.

(d) Executive Care has the right to independently access any and all information on your POS System at any time, without first notifying you. Without limiting the generality of the foregoing, you shall, at your sole cost and expense permit Executive Care immediate access to your POS System, electronically or otherwise, at all times without prior notice to you. Executive Care shall have the right to use the information accessed on the POS System in any manner Executive Care determines, including the right to use any and all such information in Executive Care's Franchise Disclosure Document, and to share financial statements, including profit and loss statements, with other System franchisees.

EXECUTIVE CARE AND ITS AFFILIATES MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO THE POS SYSTEM OR ANY THIRD PARTY MATERIALS. EXECUTIVE CARE AND ITS AFFILIATES DISCLAIM ANY AND ALL WARRANTIES RELATED TO THE POS SYSTEM, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, INTEROPERABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, OR THOSE ARISING FROM TRADE USAGE OR COURSE OF DEALING. EXECUTIVE CARE AND ITS AFFILIATES DO NOT WARRANT THAT THE POS SYSTEM WILL BE FREE FROM DEFECTS OR THAT USE OF THE POS SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE.

IN NO EVENT WILL EXECUTIVE CARE OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ASSOCIATED WITH LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF DATA OR LOSS OF PROFITS) ARISING OUT OF OR IN ANY WAY RELATED TO THE POS SYSTEM OR ITS USE.

7.2.3 You must purchase or lease a sports utility vehicle (SUV) or minivan for use in connection with the operation of the Franchised Business (the “Executive Care Vehicle”). You may convert a vehicle you currently lease or own for use as the Executive Care Vehicle. If your Franchised Business is located in an area that experiences inclement weather, the SUV must be equipped with all wheel drive. You shall have your Executive Care Vehicle wrapped at your sole cost and expense in accordance with our specifications and you shall use our designated vendor for such vehicle wrap services.

7.3. Quality Control

7.3.1. Opening

You shall establish the Franchised Business and have it open and in operation no later than twelve (12) months after the Effective Date of this Agreement. Time is of the essence. Before You open for business, Executive Care will inspect Your office. You may not open the Franchised Business to the public until Executive Care certifies in writing that, in the view of its management, You and Your employees are prepared to do so, You have completed our initial training program and all in-home care training mandated by Executive Care, and You receive a Certificate of Opening from Executive Care. Opening without Executive Care’s written certification that You are prepared to do so is a material breach of this Agreement and constitutes infringement of Executive Care’s intellectual property rights, justifying injunctive relief and termination of this Agreement. By certifying that Executive Care’s management believes Your Franchised Business is prepared to commence business, Executive Care does not guarantee that the Franchised Business will be

successful. Your success will depend on a number of factors, including general economic conditions and Your skill and hard work, which are not within Executive Care's control.

7.3.2. Compliance with Manual

You shall operate Your Franchised Business in complete compliance with the standards and specifications set forth in the confidential Manual. Executive Care may make changes in these standards and specifications, when Executive Care deems necessary in its sole discretion. Such changes may necessitate the purchase of additional equipment, supplies, furnishings or other goods, completion of additional training by You and Your employees, or other costs to You. You shall promptly conform to the modified standards and specifications at Your own expense. You shall at all times keep Your copy of the Manual current (by, for example, inserting in it revised pages given to You by Executive Care and deleting superseded pages, or downloading the current version of the Manual upon notification of any revision to the Manual). If there is any dispute as to the requirements of the Manual at any point in time, the terms of the master copy of the Manual maintained by Executive Care will control.

You shall at all times treat the Manual, any other manuals created for or approved for use in the operation of the Franchised Business, and the information contained therein, as confidential, and shall use all reasonable efforts to maintain such information as secret and confidential. Except for those portions of the Manual that Executive Care designates, in writing, as appropriate for copying and use at the Franchised Business, You shall not at any time copy, duplicate, record, or otherwise reproduce the foregoing materials, in whole or in part, nor otherwise make the same available to any unauthorized person.

7.3.3. Required Services & Products

You must offer all of the products and services we designate. We have the right to modify these items from time to time, at our sole discretion. You may not offer or sell any other product or service through the Franchised Business without our prior written consent. You must use the proprietary and non-proprietary techniques, materials, and supplies we designate in the Manual. You must provide all services (including Proprietary Services) in accordance with the standards and specifications set forth in the Manual. You must at all times maintain sufficient staff, materials and supplies to meet reasonably anticipated customer demand.

7.3.4. Approved Suppliers

(a) We have the absolute right to limit the suppliers with whom you may deal. We require you to purchase certain items, products, services, signs, furnishings, supplies, fixtures and equipment from us, or distributors we have approved. You must purchase all goods, items, products and services required for the development and operation of the Agency from our approved or designated suppliers. We have the right to designate one supplier for any given item or service. We will provide you with a list of suppliers, which list may change over time. While the suppliers

included on this list are currently mandated, approved and/or recommended, we reserve the right to change this list from time to time in our sole discretion. Notifications of changes to the approved suppliers list will be communicated to you through changes to the Manual or other written communications, including via electronic mail. We may revoke approval of suppliers in our sole and absolute discretion at any time upon written notice.

(b) We may become an approved supplier, and/or the only supplier, for any item, product, good and/or service at any time. We reserve the right to own an interest in any entity that will act as an approved supplier for any or all products and services You will use in the Franchised Business.

7.3.5 Right to Derive Income

We and/or our affiliates, may derive income, consideration, payments and other benefits on account of your purchase or lease of any products, services, supplies and/or other items from us or any supplier, including approved suppliers, and/or designated suppliers. This income may be derived in any form, including as a rebate from various suppliers based on the quantity of System franchisee purchases. We may use these benefits for any purpose we deem appropriate. We are not obligated to remit any benefits to you and reserve the right to retain all such benefits.

7.3.6 Alternative Suppliers

(a) If you want to purchase any products, services, goods, equipment or supplies from a supplier or distributor who is not on our approved list, you may request our approval of the supplier or distributor (except in instances where we have designated a sole supplier of any product, item, good, equipment, service or supplies), which we may grant or deny in our sole and absolute discretion. The proposed supplier's or distributor's product or service, as applicable, must conform in every respect to our standards and specifications and the supplier or distributor must have a good business reputation and be able and willing to provide sufficient quantities of the product and adequate service to you. The supplier or distributor must also provide us with any information we request in order to analyze the supplier's or distributor's suitability, and the composition and conformity of the product to our standards. This evaluation may include a sampling of the product at either the supplier's/distributor's or our place of business, as we may designate. Where appropriate, we require the supplier or distributor to provide us with product liability insurance. All suppliers and distributors must agree to provide us with reports concerning all purchases by you or other franchisees. You or the supplier will be responsible for all costs and expenses we incur in the testing and approval process. There are no fees currently associated with seeking approval for alternative suppliers; however, we reserve the right to charge a fee. We cannot predict with any certainty how long its evaluation will take, however, we attempt to complete our evaluation within 30 days. Upon the completion of our evaluation, we inform you of our approval or disapproval of your request. If we

approve the supplier or distributor, the supplier or distributor is added to our approved list, however, our approval of a supplier or distributor relates only to the item or product line evaluated and specifically approved by us.

(b) Our standards, specifications and other criteria for supplier or distributor approval have been developed by us, our affiliates, and/or principals through the expenditure of extensive work and time and are considered confidential information. Therefore, we do not make our standards and specifications or our other criteria for supplier or distributor approval available to you or suppliers.

(c) We may modify our specifications and standards for any item or revoke our approval of any supplier or distributor who fails to adhere to our quality standards or other requirements. We may limit the number of potential suppliers that we consider for approval and for some categories of products, we may designate a third party or ourselves as an exclusive supplier.

(d) Our criteria for approving suppliers are made available to You upon request (and may be set forth in the Operations Manual). We do not issue specifications and standards to you, any subfranchisees, or approved suppliers. As a condition of approving a supplier of any product or service, Executive Care may require that the supplier sign a license agreement with respect to the Executive Care Trade Name or Marks in a form acceptable to Executive Care. Executive Care may withdraw its approval of a supplier, service or Product if any or all no longer meet Executive Care's standards or specifications.

(e) You shall purchase Payroll Processing Services and Customer Billing Services from Executive Care or the provider we designate. There are no other approved suppliers for the Executive Care Payroll Processing Services or Customer Billing Services.

NEITHER EXECUTIVE CARE NOR ITS AFFILIATES MAKE ANY EXPRESS OR IMPLIED WARRANTIES REGARDING THE GOODS AND SERVICES, AND EXECUTIVE CARE AND ITS AFFILIATE EXCLUDE (AND EXPRESSLY DISCLAIM) ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, except as set forth in a particular written warranty, if any, provided in connection with a particular item or service.

7.3.7 Purchasing Programs; Promotional Programs

(a) We may establish national or regional purchasing programs for the purpose of negotiating purchases of certain products and/or services from approved or designated suppliers. The purchasing programs may (but are not required to) benefit you by reducing prices, increasing reliability in supply, improving distribution, establishing consistent pricing for reasonable periods to avoid market fluctuations. If a national and/or regional purchasing program is established for the region where your Franchised Business is located, you must participate in the program.

(b) We reserve the right to require you to offer all promotions we specify from time to time, including, without limitation, charitable promotions under which a designated portion of Net Billings must be donated to the designated charitable organization.

7.3.8 Pricing

You must offer all Proprietary Services, products and services that we designate. We reserve the right to prohibit you from charging prices lower than our published prices for any service or item, to the maximum extent allowed by applicable law. We may also suggest pricing to you from time to time, however, we have the right to establish all pricing structures with National Accounts. We may change the types of authorized goods and services, and the prices for authorized goods and services sold by You, in our sole discretion. There are no limitations on our right to make changes.

7.3.9 Inspections

Executive Care and its designated agents or representatives may conduct periodic quality control and records inspections of the Franchised Business at any time during the Term. Inspections may be made with or without prior notice. Without limiting the foregoing, you grant Executive Care and its agents the right to (a) enter upon your Approved Office Location and any location where you provide services for the purpose of conducting inspections; (b) photograph your Franchised Business and observe and videotape your Franchised Business's operation for consecutive or intermittent periods Executive Care deems necessary; (c) interview your Franchised Business's personnel and customers; and (d) inspect and copy any books, records and documents related to your Franchised Business's operation. You shall cooperate with Executive Care's representatives in such inspections, including by rendering all assistance they request; and, upon notice from Executive Care or its agents and without limiting Executive Care's other rights under this Agreement, You shall take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection. You further agree that You will reimburse Executive Care for its representative's time and travel expenses if an additional inspection of the Franchised Business is required when a violation has occurred and You have not corrected the violation.

7.3.10 Customer Satisfaction Program

You must present customers with such evaluation cards or forms as the Franchisor may periodically prescribe, for return by the customers to Executive Care. If Your scores from the customer response forms do not meet Executive Care's then current standards, as described in the Manual, Executive Care may suggest ways in which You can improve Your scores. We currently use a third-party service provider for a customer satisfaction program. You shall comply with all requirements imposed in connection with such program. If You do not take immediate, effective steps to bring Your operation into conformity with Executive Care's standards, Your failure to do so will constitute a material breach of this Agreement, and You shall be subject to termination pursuant to Section 10.

You (the owner or Your Designated Manager) shall respond to all customer complaints, suggestions and the like via e-mail, telephone, or regular mail within forty-eight (48) hours of submission by the customer or prospective customer.

7.3.11 Maintenance Requirements

The Franchised Business must be operated and maintained at all times in compliance with the Manual and all applicable laws, rules and regulations, including all laws, rules and regulations relating to health, safety, and sanitation requirements prescribed by a governmental authority or set by Us. You shall maintain the Office in a neat, clean, sanitary condition at all times. All services must be provided in accordance with all state, local, and federal law, and in accordance with the standards set forth in the Manual. All necessary repairs shall be completed within seventy-two (72) hours. Any damaged or “worn” equipment, furniture or fixtures shall be repaired or replaced immediately. From time to time, Executive Care may require You to remodel all or part of the Franchised Business, including the Office, purchase new equipment, furniture, fixtures, signs, and other such items as Executive Care designates in its sole discretion. You must promptly, at Your own cost and expense, remodel, refurbish, and improve the Franchised Business as instructed by Executive Care.

7.3.12 Notification of Complaints

You shall notify Executive Care promptly if You are served with a complaint in any legal proceeding that is in any way related to the Franchised Business or if You become aware that You are the subject of any complaint to or investigation by a governmental agency, governmental licensing authority or consumer protection agency. You shall promptly notify Executive Care if You are served with a complaint in any legal matter or if you become aware that you are under investigation by any governmental agency, licensing authority, or consumer protection body. You shall notify Executive Care immediately upon receipt of any notice of a breach of the lease agreement for the Approved Office Location premises. You shall notify Executive Care promptly of any claim arising from or affecting the operation or financial condition of Your Franchised Business.

7.4. Licensing; CHAP Accreditation; Management and Personnel; Operational Specifications

7.4.1 You shall obtain all licenses designated by Executive Care and as required under applicable law no later than six (6) months after the date you open your Agency. Applicable laws, rules and regulations may require you to obtain certain and/or all licenses immediately. You shall comply with all such laws. You shall obtain Community Health Accreditation Program (“CHAP”) accreditation no later than twelve (12) months after the Start Date. We reserve the right to require you to engage a third-party consultant designated by us to assist you with obtaining the CHAP Accreditation at your sole cost and expense. You shall maintain your licenses and CHAP Accreditation in good standing throughout the Term. You shall personally supervise the Franchised

Business. If you are a legal entity, one of your owners who has completed our initial training program to our satisfaction must be appointed to serve as the “Designated Manager.” Among other things, the Designated Manager must personally supervise the Franchised Business at all times. With our prior approval, you may designate an individual who does not have an ownership interest in the franchisee entity, but who has completed our initial training program to our satisfaction, to serve as the Designated Manager. Your Designated Manager must devote his or her full time and best efforts to the promotion and operation of the Franchised Business. You must require all employees who have access to confidential information or who attend our initial training program or other training program(s) to sign a confidentiality agreement and a non-compete agreement.

7.4.2 You (if you are an individual) are not required to devote a minimum number of hours to the management and operation of Your Franchised Business. However, Your Designated Manager or another employee who has successfully completed Executive Care’s initial training program to Executive Care’s satisfaction, and such health care, safety and other training we specify, shall be present at the office during regular business hours, and available by telephone during the times specified in the Manual. You shall maintain at all times a staff of competent, conscientious and trained employees sufficient to operate the Franchised Business in compliance with Executive Care’s standards. You shall hire a sufficient number of qualified, competent personnel, in order to offer prompt, courteous and efficient service to the public and otherwise operate the Franchised Business in compliance with the System so as to preserve, maintain and enhance the reputation and goodwill of the System. All employees engaged in the operation of your Franchised Business during working hours must wear uniforms that conform to Executive Care’s standards and specifications.

7.4.3 You must at all times during the Term, comply with our staffing requirements. Unless we specify otherwise, in the first three months of operation, and continuing through the remainder of the Term, you must employ, at a minimum, one full-time branch manager, one full-time salesperson, one part-time patient coordinator and one part-time director of nursing who must be a registered nurse. These are the minimum start-up positions. You recognize that as your business develops you may need to convert part-time employees to full time and you may need to hire additional staff. Applicable laws, rules and regulations may require you to employ one full-time Registered Nurse. You are solely responsible for all employment decisions of the Franchised Business, including, hiring, firing, training, promotion, wage and hour requirements, recordkeeping, supervision and discipline of employees.

7.4.4 You shall conduct criminal background checks on all prospective employees and employees of the Franchised Business, including to determine any history of elder abuse or crimes involving elders. All employees must pass all applicable tests required by governmental entities or agencies, submit to pre-employment and random drug tests, have criminal background investigations performed and participate actively in safety training seminars and programs. You are solely responsible and assume any and all liability for hiring and other employment decisions.

You shall market and provide supplemental healthcare staff to institutional clients within your Approved Territory. Institutional clients include facilities we approve, such as hospitals,

nursing homes and clinics. You will offer the positions we designate or authorize to institutional clients. These positions may include registered nurses, clinical nurses, licensed practical nurses, nurse practitioners, home health aides, medical assistants, medical secretaries and receptionists, medical technologists, occupational health nurses, pharmacists, phlebotomists, physician assistants, radiology technologists, certified nurse assistants, physical therapists, occupational therapists, speech therapists, case managers, and other positions we designate or authorize in any home or healthcare institutional setting.

7.4.5 You shall market your in-home care services to individuals of varying needs. You will design a customized care plan for each home care client after a registered nurse (an “RN”) on your staff has evaluated their needs. You will match the client, or a family member of the client, with a qualified, pre-screened caregiver who is compatible with the client’s needs. Your Agency will also offer assistance with administering medications, ambulate and exercise based on an established care plan, reporting of conditions and changes to supervising RN and/or doctor, take and record vital signs as instructed, in-home injections with doctor’s orders (provided that you are licensed and authorized under applicable law to do so), medication setups, bath visits, physical and occupational therapy, transportation to and from doctor’s appointments and travel companionship services. Your obligations under this paragraph 7.4.4 shall be subject to any and all applicable limitations imposed under applicable laws, rules and regulations.

7.4.6 You must have healthcare professionals available to your clients on a regular basis and to fill in for absentee staff, as applicable. Unless we designate otherwise, You are required to offer staffing services 24 hours a day, 7 days a week. You must also provide live client-service support 24 hours a day.

7.4.7 You are responsible for investigating the availability and requirements for obtaining all necessary licenses, permits, certifications, etc. relating to the operation of your Agency in your state.

7.5. Advertising

7.5.1. Grand Opening

You must conduct a Grand Opening Advertising Campaign for your Agency and expend at least two thousand dollars (\$2,000) (the “Grand Opening Advertising Expenditure”) on such campaign in the manner Executive Care specifies or approves. Executive Care may designate an approved supplier of local advertising and marketing services and may require you to engage that supplier’s services in connection with the Grand Opening of the Agency. Executive Care may require you to expend the Grand Opening Advertising Expenditure in accordance with any approved or designated supplier’s Grand Opening advertising program. You are required to prepare and submit to Executive Care a written plan detailing the grand opening advertising campaign no later than 30 days before the Franchised Business’s scheduled grand opening. Within four months following the date the Franchised Business opens for business, you must furnish Executive Care

evidence as Executive Care may reasonably require to verify your compliance with the Grand Opening Advertising Expenditure requirements.

7.5.2. Local Advertising

You shall spend a minimum of two thousand dollars (\$2,000), or three percent (3%) of Net Billings per month, whichever is greater, on local advertising and promotion that conforms to the specifications in the Manual. Your local advertising and promotions must meet our guidelines. All advertising materials must be provided to Executive Care for approval no later than two (2) weeks before your proposed use. Executive Care will review the materials within a reasonable time and will notify you in writing as to whether Executive Care approves or rejects them. For purposes of this paragraph, "local advertising" means advertising that is directed to persons or entities within Your Approved Territory. You shall submit, on or before the tenth (10th) day of each month, copies of invoices or receipts to Executive Care for advertising materials and media showing compliance with the provisions of this paragraph during the immediately preceding month. Advertising expenditures in excess of the required minimum in any month may, with our prior written consent, not be used to offset shortfalls in any later month.

7.5.3. National Advertising Fund

(a) The National Advertising Fund has not yet been instituted. Once the Advertising Fund is created by Executive Care, You shall contribute, in the manner prescribed by Executive Care, two percent (2%) of Your Net Billings per month to the Advertising Fund to be used for advertising and promotion of the Executive Care brand.

(b) Once an Advertising Fund is created, Executive Care or its designee shall direct all advertising programs, with sole discretion over the concepts, materials, and media used in such programs and the placement and allocation thereof. You acknowledge and agree that the Advertising Fund is intended to maximize general public recognition, acceptance, and use of the System; and that Executive Care and its designee are not obligated in any way, including in connection with administering the Advertising Fund, to make expenditures for You that are equivalent or proportionate to Your contribution, or to ensure that you or any particular franchisee benefits directly or pro rata from expenditures by the Advertising Fund. You acknowledge and agree that Executive Care's administration of the Advertising Fund does not create any fiduciary relationship between You and Executive Care. Executive Care is not required to form a trust for the Advertising Fund.

(c) The Advertising Fund, all contributions thereto, and any earnings thereon, shall be used to meet any and all costs of maintaining, administering, directing, conducting, and preparing advertising, marketing, public relations and/or promotional programs and materials, and any other activities which Executive Care believes will enhance the image of the System, including, among other things, the costs of preparing and conducting media advertising campaigns; direct mail advertising; marketing surveys and other public relations activities; employing advertising and/or public relations agencies to assist therein; electronic marketing; purchasing promotional items,

conducting and administering visual merchandising, point of sale, and other merchandising programs; and providing promotional and other marketing materials and services to the Franchised Businesses operated under the System. The Advertising Fund may also be used to provide rebates or reimbursements to franchisees for local expenditures on products, services, or improvements, approved in advance by Executive Care, which products, services, or improvements Executive Care deems, in its sole discretion, will promote general public awareness and favorable support for the System. You expressly acknowledge that the Advertising Fund contributions may be used to pay administrative expenses to Executive Care or its designee. Administrative expenses may include amounts equivalent to salaries, travel and other expenses of Executive Care or its designee's employees whose services are provided to further the purposes and efforts of the Advertising Fund.

(d) Executive Care has no obligation to segregate Advertising Fund contributions or maintain accounts separate from its other funds. Advertising Fund contributions may be commingled with funds in Executive Care's general accounts. Executive Care expects to use an amount equal to all contributions made in any fiscal year, but any monies remaining in any Advertising Fund at the end of any year will carry over to the next year. The Advertising Fund will not be audited, unless Executive Care elects to require an audit, in which event all expenses for the audit will be paid out of Advertising Fund contributions.

(e) Although the Advertising Fund is intended to be of perpetual duration, Executive Care maintains the right to terminate the Advertising Fund. The Advertising Fund shall not be terminated, however, until all monies in the Advertising Fund have been expended for advertising and/or promotional purposes. Other System franchisees may be required to contribute to the Advertising Fund at different rates. None of the Advertising Fund contributions paid to us are refundable at any time, including upon termination or expiration of this Agreement.

7.5.4. Signs

You shall permanently display, at Your own expense, at Your Office and in connection with the operation of your Franchised Business, signs of any nature, form, color, number, location and size, and containing any legends, that Executive Care has designated in the Manual or otherwise in writing. Executive Care has the right to require you to change, modify, update, upgrade and/or change any and all signs used in connection with the operation of your Franchised Business at any time upon written notice to you.

7.6. Financial Information

7.6.1. Records

You shall establish and maintain at your own expense a bookkeeping, accounting and recordkeeping system conforming to the requirements and formats we prescribe from time to time. You shall record all sales, all customer contracts, and all receipts of revenue in the form and manner we designate in the Manual. You shall promptly schedule all client services and appointments using the scheduling software we designate. Bank Deposits must validate all

receipts. You shall retain all records for at least three years after the date of service (or for a longer period if required by state or local law). You shall retain all other records and receipts used in the ordinary course of business. You shall furnish all records to Executive Care upon request. You shall keep all client information strictly confidential. You shall maintain all client information and records in the form and manner required by applicable state and federal regulations.

7.6.2. Reports

You shall submit to Executive Care, on or before 9:00 AM EST each Tuesday, weekly sales information for the previous Monday-Sunday. You shall submit to Executive Care, on or before 9:00 AM EST the tenth (10th) day following the end of each month, financial reports on the income and expenses of the Franchised Business in the format specified in the Manual. You shall also submit to Executive Care, at the time of filing, copies of all federal, state and local income, sales, and property tax returns. Executive Care will use this data to confirm that You are complying with Your obligations under this Agreement, to formulate earnings and expense information for possible disclosure to prospective franchisees, and for whatever other purposes Executive Care deems appropriate.

7.7. Insurance

7.7.1 You must, at all times, maintain insurance from companies financially rated A- or better, as follows:

- A. If you have employees, you must maintain worker's compensation policies which, at a minimum, include Voluntary Compensation, and provide coverage of not less than \$500,000 (subject to state minimum coverage requirements) for each of the following: Each Accident; Disease Per Employee; and Disease Policy Limit;
- B. Special Form Property Insurance for all equipment, supplies, extended coverage for theft, vandalism and malicious mischief for all equipment, supplies and other property used in the operation of the business (of not less than 80% of the replacement value of the same, except that an appropriate deductible clause no greater than \$2,500 will be permitted);
- C. Business Interruption Insurance (covering a minimum of 6 months loss of income, including coverage of our Royalty Fees);
- D. Employment Related Practices Insurance (inclusive of 3rd Party Coverage) including, but not limited to, \$250,000 per occurrence for each of the following: Sexual Harassment, Wrongful Termination, Discrimination, or Wrongful Failure to Employ or Promote; (the maximum retention allowed for wage and hour law violations is \$5,000) and

E. Comprehensive general liability insurance in such amounts and upon such terms as may from time to time be customary for an in-home care services business located in your Approved Territory, but not less than:

Commercial General Liability*	\$1,000,000 per occurrence/ \$3,000,000 aggregate
Products/Completed Operation	\$1,000,000 per occurrence/ \$3,000,000 aggregate
Personal/Advertising Injury	\$1,000,000 per occurrence/ \$1,000,000 aggregate
Fire Damage (Legal Liability)	\$50,000 per occurrence at any one premises /\$1,000,000 aggregate
Sexual abuse/molestation	\$250,000 per occurrence/\$500,000 aggregate
Hired/non-owned auto	\$1,000,000 per occurrence/ \$1,000,000 aggregate
Professional Liability	\$1,000,000 per occurrence/ \$1,000,000 aggregate
Medical Payments	\$5,000 per occurrence / \$100,000 aggregate

*Your General Liability Insurance must expressly cover Medical Professional Liability, Professional Liability, broad form blanket contractual liability, Personal and advertising Injury, Completed Operations, Medical Payments and fire damage liability insurance.

F. Medical Professional Liability or Healthcare Provider Professional Liability.

7.7.2 You must also provide certificates of insurance evidencing Your insurance coverage in compliance with these minimums before Your Franchised Business opens, and each year when Your policy renews.

7.7.3 Each insurance policy that is required under this Agreement must contain a provision that the policy cannot be canceled without thirty (30) days' written notice to Executive Care. It must be issued by an insurance company of recognized responsibility, designate Executive Care as an additional named insured, and be satisfactory to Executive Care in form, substance and coverage. You shall deliver a certificate of the issuing insurance company evidencing each policy to Executive Care within thirty (30) days after the policy is issued or renewed. We may change the minimum insurance requirements set forth in this Agreement from time to time at our sole discretion.

7.7.4 You must purchase any bonds required by the state or municipality in which you do business. If you fail to purchase any required insurance, Executive Care may purchase it on your behalf and bill you for it.

7.8. Financial and Legal Responsibility

7.8.1. Compliance with Law

You shall comply with all federal, state, and local laws and regulations pertaining, directly or indirectly, to the Franchised Business, including but not limited to all laws, regulations, ordinances related to health, safety, sanitation, and taxation, among other things. It is your responsibility to determine the requirements and limitations of all such applicable laws, rules and regulations. You shall keep current all certifications, licenses, permits, bonds, and deposits made to or required by any government agency or Us in connection with the operation of the Franchised Business. Certain states may specifically require permits, licenses, or certificates to operate an in-home care business; You are responsible for compliance with these requirements.

You must obtain and maintain all health care and employment related permits, licenses, and certifications and other indications of authority necessary for the operation of your Agency, including, without limitation, a home health agency license, nurse staffing and/or employment agency license, and CHAP Accreditation (by your 13th month of operation). Some jurisdictions may also require you to obtain and maintain a Certificate of Need and a license to provide employment services. You must also obtain any other particular permit, license or accreditation that we designate. Note that some states have imposed a moratorium on the issuance of home health agency licenses, nurse staffing licenses, and other in-home healthcare licenses or permits. Depending on the state in which your Agency is located, you may need to comply with certain state licensing requirements in order to offer Medical Skilled Care from your Agency.

7.8.2. Payment of Indebtedness

You shall pay promptly when due all taxes and all debts that You incur in the conduct of Your business. If Executive Care pays a debt on your behalf, you shall reimburse Executive Care promptly.

7.9. Creative Works

All ideas, concepts, techniques and materials concerning the Franchised Business, and the products and services offered therein, whether or not created by or for You, Your owners, or employees, must be promptly disclosed to Us, and whether or not protectable intellectual property, will be deemed to be our sole, exclusive property. We may at our sole discretion designate them as part of our System, and works-made for hire, for Executive Care. To the extent any item does not qualify as a “work made for hire” for Us, You, on behalf of Yourself, Your employees, and You owners, shall secure assignment of ownership of that item and all related rights to Us upon written request. You agree to take all actions we request (including but not limited to an assignment agreement) to designate Executive Care as owner or to assist Executive Care in obtaining intellectual property rights in the item.

8. RELATIONSHIP OF PARTIES

8.1. Interest in Marks and System

You expressly understand and acknowledge that:

- (a) Executive Care (or its affiliate) is the owner of all right, title, and interest in and to the Marks and the goodwill associated with and symbolized by them.
- (b) The Marks are valid and serve to identify the System and those who are authorized to operate under the System.
- (c) Neither You nor any principal of You shall directly or indirectly contest the validity or Executive Care's ownership of the Marks, nor shall You, directly or indirectly, seek to register the Marks with any government agency, except with Executive Care's express prior written consent.
- (d) Your use of the Marks does not give You any ownership interest or other interest in or to the Marks, except the license granted by this Agreement.
- (e) Any and all goodwill arising from Your use of the Marks shall inure solely and exclusively to Executive Care's benefit, and upon expiration or termination of this Agreement and the license herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with Your use of the System or the Marks.
- (f) The right and license to use the Marks granted hereunder to You is non-exclusive, and Executive Care thus has and retains the rights, among others: other items;
- (g) To use the Marks itself in connection with selling Services, Approved Services and other items;
- (h) To grant other licenses for the Marks, in addition to those licenses already granted to existing franchisees; and
- (i) To develop and establish other systems using the same or similar Marks, or any other proprietary marks, and to grant licenses or franchises thereto without providing any rights therein to You.

8.2. Independent Status

You are an independent legal entity and must make this fact clear in Your dealings with suppliers, lessors, government agencies, employees, customers and others. You and Executive Care are completely separate entities and are not fiduciaries, partners, joint venturers, or agents of the other in any sense, and neither party has the right to bind the other. No act or assistance by either party to the other pursuant to this Agreement may be construed to alter this relationship. You are solely responsible for compliance with all federal, state, and local laws, rules and regulations, and for complying with Executive Care's policies, practices, and decisions relating to the operation of the Franchised Business. You shall rely on Your own knowledge and judgment in making business

decisions, subject only to the requirements of this Agreement and the Manual. You may not expressly or implicitly hold Yourself out as an employee, partner, shareholder, member, joint venturer or representative of Executive Care, nor may You expressly or implicitly state or suggest that You have the right or power to bind Executive Care or to incur any liability on Executive Care's behalf. You may not use the Trade Name or Marks as part of Your corporate name, limited liability company name, or limited partnership name. There is no fiduciary duty between You and Executive Care.

8.3. Display of Disclaimer

You shall conspicuously display a sign that states that "THIS FRANCHISED BUSINESS IS AN INDEPENDENTLY OWNED AND OPERATED FRANCHISED BUSINESS" within the office. Business cards, customer agreements, stationery, purchase order forms, invoices, receipts, and other documents that You use in Your business dealings with suppliers, government agencies, employees and customers must clearly identify You as an independent legal entity. You shall not use any of the Marks or the words "Executive Care" as part of your legal entity name.

8.4. Confidentiality

You acknowledge and agree that the information, ideas, forms, marketing plans and other materials disclosed to You under this Agreement, whether or not included in the Manual, are confidential and proprietary information and trade secrets of Executive Care. Any and all information, knowledge, and techniques which Executive Care designates as confidential shall be deemed confidential for purposes of this Agreement, except information which You can demonstrate came to Your attention prior to disclosure thereof by Executive Care or which, at or after the time of disclosure by Executive Care to You, had become or later becomes a part of the public domain, through publication or communication by others. You agree to maintain the confidentiality of all such material. You may not disclose any such information to any third party, except to Your employees and agents as necessary in the regular conduct of the Franchised Business and except as authorized in writing by Executive Care. You shall be responsible for requiring compliance by Your Related Parties and employees with the provisions of this Section. You shall obtain signed Nondisclosure and Noncompetition Agreements, in the form of Exhibit 4 to this Agreement, from Your Related Parties and employees, and send Executive Care a copy of each such agreement upon demand.

8.5. Mutual Indemnification

You agree to indemnify, defend, and hold harmless us, our affiliates, and our and their respective shareholders, members, directors, officers, employees, agents, successors, and assignees (the "Indemnified Parties") against, and to reimburse any one or more of the Indemnified Parties for, all claims, obligations, and damages directly or indirectly arising out of or related to your Franchised Business's operation, the business you conduct under this Agreement, or your breach of this Agreement, including, without limitation, those alleged to be caused by the Indemnified Party's negligence, unless (and then only to the extent that) the claims, obligations, or damages are

determined to be caused solely by our gross negligence or willful misconduct in a final, unappealable ruling issued by a court with competent jurisdiction. For purposes of this indemnification, “claims” include all obligations, damages (actual, consequential, or otherwise), and costs that any Indemnified Party reasonably incurs in defending any claim against it, including, without limitation, reasonable accountants’, arbitrators’, attorneys’, and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced. Each Indemnified Party may defend any claim against it at your expense and agree to settlements or take any other remedial, corrective, or other actions. This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement’s expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim against you under this subparagraph. You agree that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover from you under this paragraph. Without limiting the foregoing, if Executive Care is made a party to a legal proceeding in connection with Your act or omission, Executive Care may hire counsel to protect its interests and bill You for all costs and expenses incurred by Executive Care. You shall promptly reimburse Executive Care for such costs and expenses.

Executive Care will indemnify and hold You harmless from all expenses and liabilities arising from a third party’s claim that Your operation of the Franchised Business under and in accordance with this Agreement infringes on the intellectual property of the third party claimant. If You are made a party to a legal proceeding in connection with any such infringement claim, Executive Care has the right to hire counsel to protect Your interests. You agree to cooperate fully with Executive Care in any such action.

8.6. Covenants

8.6.1 In-Term.

(a) During the Term, You shall not, directly, or indirectly for yourself or through, on behalf of, or in conjunction with any person or entity, own, maintain, operate, engage in, consult with, provide any assistance to, or have any interest in a Competitive Business.

(b) You shall not divert or attempt to divert any business, client, or potential client of the Franchised Business or any other System Agency to any competitor, by direct or indirect inducement or otherwise, or to do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System.

8.6.2 Post-Term. You may not, for a continuous uninterrupted period commencing upon the expiration, transfer or termination of this Agreement (regardless of the cause for termination) and continuing for two (2) years thereafter, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person, persons (including your spouse or any immediate family member, or the spouse or any immediate family member of any personal guarantor of this

Agreement), partnership, limited liability company or corporation, own, maintain, operate, engage in, provide any assistance to, or have any interest in, any Competitive Business that is (a) located at the Approved Office Location; (b) located at or providing services within a radius of fifty (50) miles of the Approved Office Location; (c) located at or providing services within a radius of fifty (50) miles of any Franchised Business' Office or Approved Office Location or (d) located in or providing services in the state of New Jersey.

8.6.3 The term "Competitive Business" shall mean any business which offers in-home personal care, in-home companionship, in-home meal preparation, medication reminders, medical and personal scheduling, light in-home housekeeping, health consulting, in-home skilled care, in-home registered nurses' services, in-home health aid services, and/or other products or services offered by or similar to those offered by Franchised Businesses.

8.6.4 You agree to obtain the individual written agreement of each of Your Related Parties to the provisions of this Section in the form of a Nondisclosure and Noncompetition Agreement, attached as Exhibit 4 to this Agreement as a condition of employment. You shall provide a copy of each such Agreement to Executive Care immediately upon demand.

8.6.5 You agree that the length of time in 8.6.2 will be tolled for any period during which you are in breach of the covenant or any other period during which Executive Care seeks to enforce this Agreement. The parties agree that the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If any court of competent jurisdiction determines that the geographic limits, time period or line of business defined by this Article 8 is unreasonable, the parties agree that such a court of competent jurisdiction may determine an appropriate limitation to accomplish the intent and purpose of this Section and the parties, and each of them, agree to be bound by such determination.

9. TRANSFER OF FRANCHISE

Executive Care shall have the right to transfer all or any part of its rights or obligations herein to any person or legal entity, including to any competitor of Executive Care which agrees to assume Executive Care's obligations hereunder.

9.1. Purpose of Conditions for Approval of Franchisee

Executive Care's grant of this franchise is made in reliance upon Your integrity, ability, experience and financial resources. You shall not, without the prior written consent of Executive Care, directly or indirectly transfer, subcontract, pledge or otherwise encumber, sell, give, gift, in any manner whatsoever assign (whether by operation or law or otherwise) or otherwise Transfer: (a) the rights and obligations of Franchisee under this Agreement; or (b) any material asset of Franchisee or the Franchised Business. In order to ensure that no Transfer jeopardizes the Trade Name, the Marks, or Executive Care's interest in the successful operation of the Franchised Business, Executive Care will consent to a Transfer only if You comply with the provisions of Sections 9.2 and 9.3 of this Agreement and if the conditions described in Section 9.3.1 are fulfilled.

9.2. Notice of Proposed Transfer

If You would like to resell this franchise, You shall submit to Executive Care: (a) the form of franchise application currently in use by Executive Care, completed by the prospective buyer; (b) a written notice, describing all the terms and conditions of the proposed transfer; and (c) the transfer fee described in Section 6.8 of this Agreement. If Executive Care does not approve the transfer, Executive Care will return the transfer fee to You after deducting direct costs incurred in connection with the proposed transfer.

9.3. Consent by Executive Care; Right of First Refusal

Executive Care will respond in writing to Your written notice within fifteen (15) days after receiving it, or, if Executive Care requests additional information, within the later date of fifteen (15) days after receipt of the additional information or the final day of the original fifteen (15) day period. Executive Care may either consent to the transfer; tell You it's reasons for refusing to consent, or purchase the Franchised Business from You itself upon the same terms and conditions as those offered by the third party. Silence shall not be construed as consent. If Executive Care consents to the transfer, then You may transfer the interest described in the notice only to the named buyer and only upon the terms and conditions stated in the notice. Consent by Executive Care to a particular transfer will not constitute consent to any other or subsequent Transfer.

9.3.1. Conditions for Consent to Transfer

The consent of Executive Care is subject to certain conditions, including but not limited to:

- (a) Satisfaction of Executive Care that the proposed buyer meets all of the criteria of character, business experience, financial responsibility, net worth and other standards that Executive Care customarily applies to new franchisees at the time of Transfer;
- (b) Payment of all Your outstanding debts to Executive Care;
- (c) Cure of all defaults under the Franchise Agreement, any other agreement(s) between Executive Care, or its Affiliates and You, and under the Manual;
- (d) At Executive Care's option, signing by the buyer of the then-current form of franchise agreement, appropriately amended in light of the fact that the business is already operational, and payment by the buyer of fifty percent (50%) of the then-current Initial Franchise Fee plus training costs to Executive Care;
- (e) Signing by the buyer of an assumption of all liabilities and benefits of the existing franchise agreement;

- (f) Your payment of the transfer fee described in Section 6.8 of this Agreement;
- (g) Completion by the buyer of Executive Care's initial training program, and completion of any in-home care and/or other training program Executive Care designates, to Executive Care's satisfaction; and
- (h) You and Your Related Parties that are parties to this Agreement shall have executed a general release, in a form satisfactory to Executive Care, of any and all claims against Executive Care and its Related Parties, affiliates, successors, and assigns, and their respective directors, officers, shareholders, partners, agents, representatives, servants, and employees in their corporate and individual capacities including, without limitation, claims arising under this Agreement, any other agreement between You and Executive Care or its affiliates, and federal, state, and local laws and rules.

9.4. Changes of Ownership Not Deemed To Be Transfers

As used in this Agreement, the term "Transfer" does not mean an assignment to:

- (a) Any Trustee, Guardian or Conservator for the account and benefit of a spouse, ancestor or descendent; or
- (b) Any business entity if the beneficial ownership of the business entity immediately following the assignment is exactly the same and in the exact same proportions as the beneficial ownership immediately before the assignment. However, no such assignment will relieve the original party of any of its obligations under this Agreement. Information on the identity of the shareholders and officers of the corporation, the percentage of ownership, and the address where corporate records are maintained must be submitted promptly to Executive Care. You and the new business entity must execute a form of Assignment & Assumption Agreement in the form required by Executive Care as a condition of any such transfer.

9.5. Assignment Upon Death; Disability

9.5.1 If You die within the term of this Agreement, Your heirs or beneficiaries may have sixty (60) days within which to demonstrate to Executive Care's satisfaction that they meet all of the criteria of character, business experience, financial responsibility, net worth and other standards that Executive Care requires of new franchisees at that time. If Executive Care approves Your heirs or beneficiaries as transferees of the franchise and they meet the other conditions of Transfer, Executive Care will waive any transfer fee in connection with the transfer. If Executive Care advises Your heirs or beneficiaries in writing that Executive Care will not approve them as transferees of the franchise, or if Executive Care fails to approve or disapprove the transfer within sixty (60) days following Your death, Your heirs or beneficiaries may have one hundred twenty (120) additional days from the date of disapproval of the transfer or the end of the sixty (60)-day

period, whichever is first, within which to find and notify Executive Care of a proposed Transfer to a qualified buyer in conformity with the provisions of Sections 9.2, 9.3, and 9.5 of this Agreement. If Your heirs or beneficiaries do not advise Executive Care of a qualified buyer within the specified period, the franchise will automatically terminate at the end of the period unless Executive Care has granted a written extension of time.

9.5.2 Upon Your permanent disability or the permanent disability of any person with a controlling interest in You, Executive Care may, in its sole discretion, require such interest to be transferred to a third party in accordance with the conditions described in this Section 9 within six (6) months after notice to You. “Permanent disability” shall mean any physical, emotional, or mental injury, illness, or incapacity that would prevent a person from performing the obligations set forth in this Agreement for at least six (6) consecutive months and from which condition recovery within six (6) consecutive months from the date of determination of disability is unlikely. Permanent disability shall be determined by a licensed practicing physician selected by Executive Care upon examination of such person or, if such person refuses to be examined, then such person shall automatically be deemed permanently disabled for the purposes of this Section 9.5 as of the date of refusal. Executive Care shall pay the cost of the required examination.

9.6. Assignment by Executive Care

Executive Care shall have the right to transfer or assign this Agreement and all or any part of its rights or obligations under this Agreement to any person or legal entity, and any assignee of Executive Care shall become solely responsible for all obligations of Franchisor under this Agreement from the date of assignment.

10. TERMINATION OF FRANCHISE

10.1. Termination by Consent of the Parties

This Agreement may be terminated upon the mutual written consent of the parties.

10.2. Termination by Executive Care

10.2.1. Immediate Termination upon Notice of Default

Upon the occurrence of any of the following defaults, Executive Care at its option may terminate this Agreement effective immediately upon written notice to you:

- (a) If You misuse the Trade Name, Marks or the System or engage in conduct which reflects materially and unfavorably upon the goodwill associated with them or if You use in the Executive Care Business any names, marks, systems, logotypes or symbols that Executive Care has not authorized You to use;

- (b) If You or any of Your Related Parties has any direct or indirect interest in the ownership or operation of any business other than the Franchised Business that is confusingly similar to the Franchised Business or uses the System or the Marks, or if You fail to give Executive Care a signed copy of the Nondisclosure and Noncompetition Agreement, a form of which is attached hereto as Exhibit 4, for each of Your Related Parties or Your employees within ten (10) days after Executive Care requests it;
- (c) If You attempt to assign or Transfer Your rights under this Agreement in any manner not authorized by this Agreement;
- (d) If You or Your Related Parties have made any material misrepresentations in connection with the acquisition of an Franchised Business or to induce Executive Care to enter into this Agreement;
- (e) If You act without Executive Care's prior written approval or consent in regard to any matter for which Executive Care's prior written approval or consent is expressly required by this Agreement;
- (f) If You abandon the Franchised Business or if You cease to operate the Franchised Business, unless: (i) operations are suspended for a period of no more than one hundred eighty (180) days and (ii) the suspension is caused by fire, condemnation, or other act of God;
- (g) If You offer any product or service without Executive Care's prior written consent, or fail to offer any product or service designated by Executive Care;
- (h) If You fail to permanently correct a breach of this Agreement or to meet an operational standard stated in the Manual after being twice requested in writing by Executive Care to correct a breach or meet a standard, similar or dissimilar, in any twelve (12) month period;
- (i) If a threat or danger to public health or safety results from the operation, maintenance, or construction of the office or the Franchised Business;
- (j) Except as otherwise required by the United States Bankruptcy Code, if You become insolvent, are adjudicated a bankrupt, or file or have filed against You a petition in bankruptcy, reorganization or similar proceeding;
- (k) If You plead guilty to, plead no contest to, or are convicted of, a felony, a crime involving moral turpitude, or any other crime or offense that Executive Care believes is reasonably likely to have an adverse effect on the System or Marks, the goodwill associated therewith, or Executive Care's interest therein;

- (l) If You fail to comply with all federal, state, and local laws, regulations, and ordinances pertaining, directly or indirectly, to the Franchised Business;
- (m) If You knowingly maintain false books or records, or submit any false reports to Executive Care;
- (n) If You commit three or more breaches of any of your obligations under this Agreement within any consecutive 12-month period.

10.2.2. Termination after Five Days' Notice to Cure

Executive Care at its option, may terminate this Agreement, effective five (5) days after written notice is given to You, if You fail to make any payment when due under this Agreement or any other agreement between You and Executive Care, an affiliate of Executive Care, a Related Party of Executive Care, or a designee of Executive Care.

10.2.3. Termination after Thirty Days' Notice to Cure

Upon the occurrence of any of the following defaults, Executive Care at its option may terminate this Agreement after thirty (30) days' notice to cure:

- (a) If You fail to submit to Executive Care in a timely manner any information You are required to submit under this Agreement;
- (b) If You fail to begin operation of the Franchised Business within the time limits as provided in this Agreement or if You fail to operate Your Franchised Business in accordance with this Agreement and the Manual;
- (c) If you are in default under your lease agreement or any other agreement relating to Franchised Business;
- (d) If you fail to make payments relating to the Franchised Business to third parties when due; or
- (e) If You default in the performance of any other obligation under this Agreement or any other agreement with Executive Care or its Related Party.

Under this Section 10.2.3, Executive Care may terminate this Agreement only by giving written notice of termination stating the nature of the default to You at least thirty (30) days prior to the effective date of termination; provided, however, that You may avoid termination by immediately initiating a remedy to cure such default, curing it to Executive Care's satisfaction, and promptly providing proof thereof to Executive Care within the thirty (30) day period. If any such default is not cured within the specified time, or such longer period as applicable law may require,

this Agreement shall terminate without further notice to You effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require.

10.3. Rights and Obligations After Termination or Expiration

Upon termination of this Agreement for any reason, the parties will have the following rights and obligations:

- (a) Executive Care will have no further obligations under this Agreement.
- (b) You shall give Executive Care a final accounting for the Franchised Business, pay Executive Care within thirty (30) days after termination all payments due to Executive Care, and return the Manual and any other property belonging to Executive Care to it, along with a current customer list as of the date of Termination and a current employee list as of the date of Termination.
- (c) You shall immediately and permanently cease to operate the Franchised Business. You shall immediately and permanently stop using the Marks or any confusingly similar marks, the System, or any advertising, signs, stationery, or forms that bear identifying marks or colors that might give others the impression that You are operating an Franchised Business; You shall refrain from any statement or action that might give others the impression that You are or ever were affiliated with the EXECUTIVE CARE YOUR HOME CARE COMPANY® System.
- (d) You shall promptly sign any documents and take any steps that in the judgment of Executive Care are necessary to delete Your listings from classified telephone directories, disconnect or, at Executive Care's option, assign to Executive Care all telephone numbers, social media accounts, and email addresses that have been used in the Franchised Business, and terminate all other references that indicate You are or ever were affiliated with Executive Care or an Franchised Business. By signing this Agreement, You irrevocably appoint Executive Care as Your attorney-in-fact to take the actions described in this paragraph if You do not do so Yourself within seven (7) days after termination of this Agreement.
- (e) You shall maintain all records required by Executive Care under this Agreement for a period of not less than five (5) years after final payment of all amounts You owe to Executive Care, its Related Parties, affiliates, and designees when this Agreement is terminated (or such longer period as required by applicable law).
- (f) Executive Care has an option to purchase any or all of the physical assets of the Executive Care Business, including its equipment, supplies and inventory, during a period of sixty (60) days following the effective date of termination, valued as follows:

1. The lower of depreciated value or fair market value of the equipment, supplies and inventory; and
2. Depreciated value of other tangible personal property calculated on the straight- line method over a five (5) year life, less any liens or encumbrances.

Executive Care must send written notice to You within thirty (30) days after termination of this Agreement of its election to exercise the option to purchase. If the parties do not agree on a price within the option period, the option period may be extended for up to fifteen (15) business days to permit appraisal by an independent appraiser who is mutually satisfactory to the parties. If the parties fail to agree upon an appraiser within the specified period, each will appoint an appraiser and the two appraisers thus appointed must agree on a third appraiser within ninety (90) days after termination who must determine the price for the physical assets of the Franchised Business in accordance with the standards specified above. This determination will be final and binding upon both Executive Care and You.

- (g) Executive Care has an option to replace You as lessee under any lease or note in connection with the Franchised Business. Upon request by Executive Care, You shall give Executive Care copies of the all leases immediately upon termination. Upon request by Executive Care, You shall allow Executive Care the opportunity, at a mutually satisfactory time, to inspect the leased equipment and premises. Executive Care must request the information and access described in this paragraph within fifteen (15) days after termination; it must advise You of its intention to exercise the option within fifteen (15) days after it has received the information and/or inspected the equipment. Executive Care may assume any lease in consideration of its assumption of future obligations under the lease. Upon exercise of this option by Executive Care, You shall be fully released and discharged from future rents and other future liabilities under the lease if the terms of the lease permit it, but not from any debts to the lessor that already exist on the date when the option is exercised.
- (h) You may not sell, or in any way divulge, the customer list, employee list, Approved Services, products, approved suppliers, or other confidential and proprietary information of EXECUTIVE CARE YOUR HOME CARE COMPANY®.
- (i) If the premises are leased from a third party, and if Executive Care elects, the Franchisee shall immediately assign its interest in the lease to the Franchisor and immediately surrender possession of the premises to the Franchisor. The Franchisee is and remains liable for all of its obligations accruing up to the effective date of any lease assignment.
- (j) Franchisee shall abide by the post-termination non-compete covenant in Section 8.6 of this Agreement.

10.4. No Limitation of Remedies

No right or remedy conferred upon or reserved to Executive Care (including as set forth in Section 10.3 above) is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy. Nothing herein shall be construed to deprive Executive Care of the right to recover damages as compensation for lost future profits. Termination of this Agreement will not end any obligation of either party that has come into existence before termination. All obligations of the parties, which by their terms or by reasonable implication are to be performed in whole or in part after termination, shall survive termination.

11. MISCELLANEOUS PROVISIONS

11.1. Construction of Contract

Section headings in this Agreement are for reference purposes only and will not in any way modify the statements contained in any section of this Agreement. Each word in this Agreement may be considered to include any number or gender that the context requires. If there is any conflict between this Agreement and the Manual, this Agreement will control.

11.2. Governing Law, Venue and Jurisdiction

11.2.1. This Agreement shall take effect upon its acceptance and execution by Executive Care. Except to the extent governed by the United States Arbitration Act (9 U.S.C. §§ 1, et. seq.) and the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. §1050 et seq.), this Agreement, the franchise and all claims arising from or in any way related to the relationship between Executive Care, and/or any of its affiliates, on the one hand, and you, and any of your owners, guarantors and/or affiliates, on the other hand, shall be interpreted and construed under the laws of the state of New Jersey, which laws shall prevail in the event of any conflict of law, except that any law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless jurisdictional requirements are met independently without reference to this paragraph.

11.2.2. In the event the arbitration clause set forth in Section 11.7 is inapplicable or unenforceable, and subject to Executive Care's right to obtain injunctive relief in any court of competent jurisdiction, the following provision shall govern: The parties hereby expressly agree that the United States District Court for District of New Jersey, or if such court lacks subject matter jurisdiction, the State Superior Court in Bergen County, New Jersey, shall be the exclusive venue and exclusive proper forum in which to adjudicate any case or controversy arising out of or related to, either directly or indirectly, this Agreement, ancillary agreements, or the business relationship between the parties. The parties further agree that, in the event of such litigation, they will not contest or challenge the jurisdiction or venue of these courts. You acknowledge that this Agreement has been entered into in the State of New Jersey and that you are to receive valuable and continuing

services emanating from Executive Care's headquarters in Bergen County, New Jersey. Without limiting the generality of the foregoing, the parties waive all questions of jurisdiction or venue for the purposes of carrying out this provision.

11.3. Notices

The parties to this Agreement shall direct any notices to the other party at the Delivery Address specified below that party's name on the final page of this Agreement or at another address if advised in writing that the address has been changed. The parties shall notify each other in writing if the Delivery Address changes. As of the Start Date of this Agreement, as defined above, Your Delivery Address will be Your Approved Office Location. Notice may be delivered by facsimile (with simultaneous mailing of a copy by first class mail), courier, or first class mail. Notice by facsimile will be considered delivered upon transmission; by courier, upon delivery; and by first class mail, three days after posting. Any notice by a means which affords the sender evidence of delivery, or rejected delivery, shall be deemed to have been given at the date and time of receipt or rejected delivery.

11.4. Amendments

This Agreement may be amended only by a document signed by all of the parties to this Agreement or by their authorized agents.

11.5. No Waivers

No delay, waiver, omission, or forbearance on the part of Executive Care to exercise any right, option, duty, or power arising out of any breach or default by You under any of the terms, provisions, covenants, or conditions hereof, shall constitute a waiver by Franchisor to enforce any such right, option, duty, or power as against You, or as to subsequent breach or default by You. Subsequent acceptance by Executive Care of any payments due to it hereunder shall not be deemed to be a waiver by Executive Care of any preceding breach by You of any terms, provisions, covenants, or conditions of this Agreement.

11.6. Integration

This Agreement and all exhibits to this Agreement constitute the entire agreement between the parties. This Agreement supersedes any and all prior negotiations, understandings, representations and agreements. No representations have induced You to execute this Agreement with Executive Care. Except for those permitted to be made unilaterally by Executive Care hereunder, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require You to waive reliance on any representation that Executive Care made in the most recent disclosure

document (including its exhibits and amendments) (the “FDD”) that Executive Care delivered to You or Your representative, subject to any agreed-upon changes to the contract terms and conditions described in that disclosure document and reflected in this Agreement (including any riders or addenda signed at the same time as this Agreement).

You acknowledge that you are entering into this Agreement as a result of your own independent investigation, and not as a result of any representations (with the exception of those representations made in the FDD) made by the Franchisor, its members, managers, officers, directors, employees, agents, representatives, or independent contractors that are contrary to the terms set forth in this Agreement. You acknowledge that the FDD you received contained a copy of this Franchise Agreement and that you reviewed the FDD and Franchise Agreement before you signed this Agreement.

11.7. Negotiation and Mediation

11.7.1. Agreement to Use Procedure

The parties have reached this Agreement in good faith and in the belief that it is mutually advantageous to them. In the same spirit of cooperation, they pledge to try to resolve any dispute without litigation or arbitration. Other than an action by Executive Care under Section 11.9 of this Agreement, the parties agree that if any dispute arises between them, before beginning any legal action or arbitration to interpret or enforce this Agreement, they will first follow the procedures described in this section. Good faith participation in these procedures to the greatest extent reasonably possible, despite lack of cooperation by one or more of the other parties, is a precondition to maintaining any legal action or arbitration to interpret or enforce this Agreement.

11.7.2. Initiation of Procedures

The party that initiates these procedures (“Initiating Party”) must give written notice to the other party, describing in general terms the nature of the dispute, specifying the Initiating Party’s claim for relief, including the damages sought, and identifying one or more persons with authority to settle the dispute for him, her, or it. The party receiving the notice (“Responding Party”) has seven (7) days within which to designate by written notice to the Initiating Party one or more persons with authority to settle the dispute on the Responding Party’s behalf (the “Authorized Persons”).

11.7.3. Direct Negotiations

The Authorized Persons may investigate the dispute as they consider appropriate, but agree to meet in person at a mutually agreed upon location, within seven (7) days from the date of the designation of Authorized Persons to discuss resolution of the dispute. The Authorized Persons may meet at any times and places and as often as they agree. If the dispute has not been resolved within ten (10) days after their initial meeting, either party may begin mediation procedures by giving written notice to the other party that it is doing so.

11.7.4. Selection of Mediator

The Authorized Persons will have seven (7) days from the date on which one party gives notice that he, she, or it is beginning mediation within which to submit to one another written lists of acceptable mediators who are not associated with either of the parties. Within seven (7) days from the date of receipt of any list, the Authorized Persons must rank all the mediators in numerical order of preference and exchange the rankings. If one or more names are on both lists, the highest ranking one of these will be designated the mediator. If this process does not result in selection of a mediator, the parties agree jointly to request the arbitral organization designated in Section 11.8 to supply a list of qualified potential mediators. Within seven (7) days after receipt of the list, the parties must again rank the proposed mediators in numerical order of preference and must simultaneously exchange their lists. The mediator having the highest combined ranking shall be appointed as mediator. If the highest ranking mediator is not available to serve, the parties must go on to contact the mediator who was next highest in ranking until they are able to select a mediator.

11.7.5. Time and Place for Mediation

In consultation with the parties, the mediator shall promptly designate a mutually acceptable time and place for the mediation. Unless circumstances make it impossible, the time may not be later than thirty (30) days after selection of the mediator.

11.7.6. Exchange of Information

If either party to this Agreement believes he, she, or it needs information in the possession of another party to this Agreement to prepare for the mediation, all parties must attempt in good faith to agree on procedures for an exchange of information, with the help of the mediator if required.

11.7.7. Summary of Views

At least seven (7) days before the first scheduled mediation session, each party must deliver to the mediator and to the other party a concise written summary of its views on the matter in dispute and on any other matters that the mediator asks them to include. The mediator may also request that each party submit a confidential paper on relevant legal issues, which may be limited in length by the mediator, to him or her.

11.7.8. Representatives

In the mediation, each party must be represented by an Authorized Person and may be represented by counsel. In addition, each party may, with permission of the mediator, bring with him, her, or it any additional persons who are needed to respond to questions, contribute information, and participate in the negotiations.

11.7.9. Conduct of Mediation

The mediator shall advise the parties in writing of the format for the meeting or meetings. If the mediator believes it will be useful after reviewing the position papers, the mediator shall give both himself or herself and the Authorized Persons an opportunity to hear an oral presentation of each party's views on the matter in dispute. The mediator shall assist the Authorized Persons to negotiate a resolution of the matter in dispute, with or without the assistance of counsel or others. To this end, the mediator is authorized both to conduct joint meetings and to attend separate private caucuses with the parties.

All mediation sessions will be strictly private. The mediator must keep confidential all information learned unless specifically authorized by the party from which the information was obtained to disclose the information to the other party. The parties commit to participate in the proceedings in good faith with the intention of resolving the dispute if at all possible.

11.7.10. Termination of Procedure

The parties agree to participate in the mediation procedure to its conclusion, as set forth in this section. The mediation may be concluded (1) by the signing of a settlement agreement by the parties, (2) by the mediator's declaration that the mediation is terminated, or (3) by a written declaration of either party, no earlier than at the conclusion of a full day's mediation, that the mediation is terminated. Even if the mediation is terminated without resolving the dispute, the parties agree not to terminate negotiations and not to begin any legal action or seek another remedy before the expiration of five (5) days following the mediation. A party may begin arbitration within this period only if the arbitration might otherwise be barred by an applicable statute of limitations or in order to request an injunction from a Court of competent jurisdiction to prevent irreparable harm.

11.7.11. Fees of Mediator; Disqualification

The fees and expenses of the mediator must be shared equally by the parties. The mediator may not later serve as a witness, consultant, expert or counsel for any party with respect to the dispute or any related or similar matter in which either of the parties is involved.

11.7.12. Confidentiality

The mediation procedure is a compromise negotiation or settlement discussion for purposes of federal and state rules of evidence. The parties agree that no stenographic, visual or audio record of the proceedings may be made. Any conduct, statement, promise, offer, view or opinion, whether oral or written, made in the course of the mediation by the parties, their agents or employees, or the mediator is confidential and shall be treated as privileged. No conduct, statement, promise, offer, view or opinion made in the mediation procedure is discoverable or admissible in evidence for any purpose, not even impeachment, in any proceeding involving either

of the parties. However, evidence that would otherwise be discoverable or admissible will not be excluded from discovery or made inadmissible simply because of its use in the mediation.

11.8. Arbitration

Except as provided in Section 7.9, and if not resolved by the negotiation and mediation procedures described in Section 11.7 above, any dispute, controversy, or claim between you and/or any of your Related Parties, on the one hand, and Executive Care and/or any of Executive Care's Related Parties, on the other hand, including, without limitation, any dispute, controversy, or claim arising under, out of, in connection with or related to: (a) this Agreement; (b) the relationship of the parties; (c) the events leading up to the execution of this Agreement; (d) any loan or other finance arrangement between you and Executive Care or its Related Parties; (e) the parties' relationship; (f) any System Standard; (g) any claim based in tort or any theory of negligence; and/or (j) the scope or validity of the arbitration obligation under this Agreement; shall be determined in Monmouth County, New Jersey by the American Arbitration Association ("AAA"). This arbitration clause will not deprive Executive Care of any right it may otherwise have to seek provisional injunctive relief from a court of competent jurisdiction.

11.8.1 The arbitration will be administered by the AAA pursuant to its Commercial Arbitration Rules then in effect by one arbitrator. The arbitrator shall be an attorney with substantial experience in franchise law. If proper notice of any hearing has been given, the arbitrator will have full power to proceed to take evidence or to perform any other acts necessary to arbitrate the matter in the absence of any party who fails to appear.

11.8.2 In connection with any arbitration proceeding, each party will 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 will be forever barred.

11.8.3 Any arbitration must be on an individual basis and the parties and the arbitrator will have no authority or power to proceed with any claim as a class action, associational action, or otherwise to join or consolidate any claim with any claim or any other proceeding involving third parties. If a court or arbitrator determines that this limitation on joinder of, or class action certification of, claims is unenforceable, then the agreement to arbitrate the dispute will be null and void and the parties must submit all claims to the jurisdiction of the courts, in accordance with Section 11.8. The arbitration must take place in Red Bank, New Jersey, or where Executive Care's, as Executive Care designates.

11.8.4 The arbitrator must follow the law and not disregard the terms of this Agreement. The arbitrator may not consider any settlement discussions or offers that might have been made by either you or Executive Care. The arbitrator may not under any circumstance (a) stay the effectiveness of any pending termination of this Agreement, (b) assess punitive or exemplary

damages, (c) certify a class or a consolidated action, or (d) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance that we set. The arbitrator will have the right to make a determination as to any procedural matters as would a court of competent jurisdiction be permitted to make in the state in which the main office of Executive Care is located. The arbitrator will also decide any factual, procedural, or legal questions relating in any way to the dispute between the parties, including, but not limited to: any decision as to whether Section 18.8 is applicable and enforceable as against the parties, subject matter, timeliness, scope, remedies, unconscionability, and any alleged fraud in the inducement.

11.8.5 The arbitrator can issue summary orders disposing of all or part of a claim and provide for temporary restraining orders, preliminary injunctions, injunctions, attachments, claim and delivery proceedings, temporary protective orders, receiverships, and other equitable and/or interim/final relief. Each party consents to the enforcement of such orders, injunctions, etc., by any court having jurisdiction.

11.8.6 The arbitrator will have subpoena powers limited only by the laws of the state of New Jersey.

11.8.7 The parties ask that the arbitrator limit discovery to the greatest extent possible consistent with basic fairness in order to minimize the time and expense of arbitration. The parties to the dispute will otherwise have the same discovery rights as are available in civil actions under the laws of the state of New Jersey.

11.8.8 All other procedural matters will be determined by applying the statutory, common laws, and rules of procedure that control a court of competent jurisdiction in the state of New Jersey.

11.8.9 Other than as may be required by law, the entire arbitration proceedings (including, but not limited to, any rulings, decisions or orders of the arbitrator), will remain confidential and will not be disclosed to anyone other than the parties to this Agreement.

11.8.10 The judgment of the arbitrator on any preliminary or final arbitration award will be final and binding and may be entered in any court having jurisdiction.

11.8.11 Executive Care reserves the right, but has no obligation, to advance your share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so will not be deemed to have waived or relinquished Executive Care's right to seek recovery of those costs against you.

11.8.12 The party against whom the arbitrator renders a decision shall pay all expenses of arbitration.

11.9 Exceptions to Arbitration and Mediation.

11.9.1 Notwithstanding the provisions of Sections 11.7 and 11.8 of this Agreement, Executive Care shall be entitled, without bond, to the entry of temporary, preliminary and permanent injunctions and orders of specific performance enforcing the provisions of this Agreement in any court of competent jurisdiction relating to: (a) your, and/or any of your Related Party's use of the Marks; (b) your confidentiality and non-competition covenants (Section 8); (c) your obligations upon termination or expiration of the franchise; (d) and/or transfer or assignment of you or the Franchised Business. If Executive Care secures any such injunction or order of specific performance, you agree to pay to Executive Care an amount equal to the aggregate of Executive Care's costs of obtaining such relief, including, without limitation, reasonable attorneys' fees, costs of investigation and proof of facts, court costs, other litigation expenses, travel and living expenses and any damages incurred by Executive Care as a result of the breach of any such provision.

11.9.2 Further, at the election of Executive Care, or its affiliate, the mediation and arbitration provisions of Sections 18.7 and 18.8, inclusive of all subparts, shall not apply to: (a) any claim by Executive Care relating to your failure to pay any fee due to Executive Care under this Agreement; and/or (b) any claim by Executive Care or its affiliate relating to use of the Proprietary Marks and/or the System, including, without limitation, claims for violations of the Lanham Act.

11.10 Survival.

The provisions of Article 18 are intended to benefit and bind certain third party non-signatories and will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

11.11 Franchisee May Not Withhold Payment Due Executive Care.

You agree that you will not, on grounds of the alleged non-performance by Executive Care of any of its obligations hereunder, or on any other grounds, withhold payment of any Royalty Fees, Advertising fund contributions or any other fees due to Executive Care from you under this Agreement.

11.12 Waiver of Rights.

THE PARTIES HERETO AND EACH OF THEM KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREE AS FOLLOWS:

11.12.1 Jury Trial. The parties hereto and each of them EXPRESSLY WAIVE(S) THE RIGHT ANY MAY HAVE TO A TRIAL BY JURY IN ANY ARBITRATION, ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, FOR ANY CLAIMS RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, THE NEGOTIATION OF THIS AGREEMENT, THE EVENTS LEADING UP TO THE SIGNING OF THIS AGREEMENT, OR THE BUSINESS RELATIONSHIP RELATING TO THIS AGREEMENT OR THE FRANCHISE, WHETHER BROUGHT IN STATE OR FEDERAL COURT, WHETHER BASED IN CONTRACT THEORY, NEGLIGENCE OR TORT, AND REGARDLESS OF WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING. This waiver is effective even if a court of competent jurisdiction decides that the arbitration provision in Section 11.8 is unenforceable. Each party acknowledges that it has had full opportunity to consult with counsel concerning this waiver, and that this waiver is informed, voluntary, intentional, and not the result of unequal bargaining power.

11.12.2 Damage Waiver. The parties hereto and each of them EXPRESSLY WAIVE(S) ANY CLAIM FOR PUNITIVE, MULTIPLE AND/OR EXEMPLARY DAMAGES; *except that* this waiver and limitation shall not apply with respect to (a) your obligation to indemnify Executive Care pursuant to any provision of this Agreement, and/or (b) any claims Executive Care brings against you and/or your guarantors for unauthorized use of the Marks, unauthorized use or disclosure of any Confidential Information, unfair competition, breach of the non-competition covenant and any other cause of action under the Lanham Act, and Executive Care shall be entitled to receive an award of multiple damages, attorneys' fees and all damages as provided by law.

11.12.3 The parties hereto and each of them EXPRESSLY AGREE(S) THAT IN THE EVENT OF ANY FINAL DETERMINATION, ADJUDICATION OR APPLICABLE ENACTMENT OF LAW THAT PUNITIVE, MULTIPLE AND/OR EXEMPLARY DAMAGES MAY NOT BE WAIVED, ANY RECOVERY BY ANY PARTY IN ANY ARBITRATION OR OTHER FORUM SHALL NEVER EXCEED TWO (2) TIMES ACTUAL DAMAGES, except that EXECUTIVE CARE may recover more than two (2) times its actual damages if you commit acts of willful trademark infringement or otherwise violate the Lanham Act, as provided by law.

11.12.4 You hereby expressly waive any and all rights, actions or claims for relief under the Federal Act entitled "Racketeer Influenced and Corrupt Organizations", 18 U.S.C. Section 1961, *et seq.*

11.13 Limitation of Action.

11.13.1 Except for claims arising from your non-payment or underpayment of amounts you owe to Executive Care, or claims related to your unauthorized use of the Marks, any and all claims arising out of or related to this Agreement or the relationship of the parties will be barred unless a judicial or arbitration proceeding is commenced within one (1) year from the date on which the party asserting such claim knew or should have known of the facts giving rise to such claims, and that any action not so brought shall be barred, whether as a claim, counterclaim, defense or setoff.

11.13.2 You hereby acknowledge and agree that you may not maintain any arbitration or litigation against Executive Care or any Executive Care Related Party unless (a) you deliver written notice of any claim to the other party within one hundred eighty (180) days after the event complained of becomes known to you, (b) you strictly adhere to the negotiation and mediation procedures described in Sections 11.7 and 11.8, and (c) you file an arbitration within one (1) year after the notice is delivered.

11.14 Cumulative Rights.

No right or remedy conferred upon or reserved to Executive Care or you by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

11.15 Injunctive Relief.

You recognize that you are a member of a franchise system and that your acts and omissions may have a positive or negative effect on the success of other businesses operating under the Proprietary Marks and in association with the System. You acknowledge that failure on the part of a single franchisee to comply with the terms of its franchise agreement is likely to cause irreparable damage to Executive Care and to some or all of the other franchisees of Executive Care. For this reason, You agree that if Executive Care can demonstrate to a court of competent jurisdiction that there is a substantial likelihood of your breach or threatened breach of any of the terms of this Agreement, Executive Care will be entitled to an injunction restraining the breach or to a decree of specific performance, without showing or proving any actual damage. Without limiting the generality of the foregoing, nothing herein contained shall bar Executive Care's right to obtain injunctive relief, without posting bond or security, against conduct or threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders, preliminary and permanent injunctions, and orders of specific performance enforcing the provisions of this Agreement. Additionally, and without limiting the generality of the foregoing, Executive Care shall have the right to seek injunctive relief to prohibit any act or omission by you or your employees that constitute a violation of any applicable law, is

dishonest or misleading to the public, or which may impair the goodwill associated with the Proprietary Marks, Trade Dress or System.

11.16 No Class or Collective Actions.

You agree that any arbitration, or, if applicable, litigation, between you and/or any of your Related Parties, on the one hand, and Executive Care and/or any Executive Care Related Party, on the other hand, will be on such party's individual claim and that the claim or claims subject to arbitration and/or litigation shall not be arbitrated or litigated on a class-wide, associational or collective basis.

11.17 Post-Term Applicability.

The provisions of Article 18 shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement, however effected.

11.18 Attorneys' Fees and Costs.

If legal action or arbitration is necessary, including any motion to compel arbitration, or action on appeal, to enforce the terms and conditions of this Agreement, for violation of this Agreement, or for violation of the Lanham Act or other similar state statute, the prevailing party will be entitled to recover reasonable compensation for preparation, investigation and court or arbitral costs or both and reasonable attorneys' fees, as fixed by the arbitrator or a court of competent jurisdiction

12. Miscellaneous

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

12.2. Approval and Guaranty Provision

If You are a corporation, all officers and shareholders, or, if You are a partnership, all Your general partners, or, if You are a limited liability company, all Your members, shall approve this Agreement, permit You to furnish the financial information required by Executive Care, and agree to the restrictions placed on them, including restrictions on the transferability of their interests in the franchise and the Franchised Business and limitations on their rights to compete, and sign

separately a Personal Guaranty and Subordination Agreement, guaranteeing Your payments and performance. Where required to satisfy our standards of creditworthiness, or to secure the obligations made under this Agreement, Your spouse, or the spouses of Your Related Parties, may be asked to sign the Personal Guaranty and Subordination Agreement. Our form of Personal Guaranty and Subordination Agreement appears as Exhibit 5 to this Agreement.

12.3. Acceptance by Executive Care

This Agreement will not be binding on Executive Care unless and until an authorized officer of Executive Care has signed it.

12.4. Disclaimer of Representations

NO SALESPERSON, REPRESENTATIVE OR OTHER PERSON HAS THE AUTHORITY TO BIND OR OBLIGATE US EXCEPT OUR AUTHORIZED OFFICER BY A WRITTEN DOCUMENT. YOU ACKNOWLEDGE THAT NO REPRESENTATIONS, PROMISES, INDUCEMENTS, GUARANTEES OR WARRANTIES OF ANY KIND WERE MADE BY US OR ON OUR BEHALF WHICH HAVE LED YOU TO ENTER INTO THIS AGREEMENT. YOU UNDERSTAND THAT WHETHER YOU SUCCEED AS A FRANCHISEE IS DEPENDENT UPON YOUR EFFORTS, BUSINESS JUDGMENTS, THE PERFORMANCE OF YOUR EMPLOYEES, MARKET CONDITIONS AND VARIABLE FACTORS BEYOND OUR CONTROL OR INFLUENCE. YOU FURTHER UNDERSTAND THAT SOME FRANCHISEES ARE MORE OR LESS SUCCESSFUL THAN OTHER FRANCHISEES AND THAT WE HAVE MADE NO REPRESENTATION THAT YOU WILL DO AS WELL AS ANY OTHER FRANCHISEE. YOU UNDERSTAND THAT EXECUTIVE CARE IS NOT A FIDUCIARY AND HAS NO SPECIAL RESPONSIBILITIES BEYOND THE NORMAL RESPONSIBILITIES OF A SELLER IN A BUSINESS TRANSACTION.

12.5. Receipt

The undersigned acknowledges receipt of this Agreement and the Franchise Disclosure Document, with any amendments and exhibits, at least fourteen (14) calendar days (unless otherwise required by applicable law) before execution of this Agreement or Your payment of any monies to us, refundable or otherwise.

12.6. Opportunity for Review by Your Advisors

You acknowledge that we have recommended, and that You have had the opportunity to obtain, review of this Agreement and our Franchise Disclosure Document by Your lawyer, accountant or other business advisor before execution hereof.

12.7. Execution of Agreement

Each of the undersigned parties warrants that it has the full authority to sign this Agreement. If You are a partnership, limited liability company or corporation, the person executing this agreement on behalf of such partnership, limited liability company or corporation warrants to us, both individually and in his capacity as partner, customer, manager or officer, that all of the partners of the partnership, all of the customers or managers of the limited liability company, or all of the shareholders of the corporation, as applicable, have read and approved this Agreement, including any restrictions which this Agreement places upon rights to transfer their interest in the partnership, limited liability company or corporation. If You are a partnership, limited liability company or corporation, You acknowledge that the Business Entity Information contained in Exhibit 7 is full, complete and accurate.

12.8. Independent Investigation

You acknowledge that You have conducted an independent investigation of the franchised business contemplated by this Agreement and recognize that it involves business risks which make the success of the venture largely dependent upon Your business abilities and efforts. You acknowledge that You have been given the opportunity to clarify any provision of this Agreement that You may not have initially understood and that we have advised You to have this Agreement reviewed by an attorney.

12.9. No Guarantees of Earnings

You understand that neither Executive Care nor any of our representatives and/or agents with whom You have met have made and are not making any guarantees, express or implied, as to the extent of Your success in Your franchised business, and have not and are not in any way representing or promising any specific amounts of earnings or profits in association with Your franchised business.

12.10. No Personal Liability

You agree that fulfillment of any and all of our obligations written in this Agreement or based on any oral communications which may be ruled to be binding in a court of law shall be Executive Care's sole responsibility and none of its agents, representatives, nor any individuals associated with it shall be personally liable to You for any reason.

12.11 Non-uniform Agreements

Executive Care makes no representations or warranties that all other agreements with Executive Care System franchisees entered into before or after the Effective Date do or will contain terms substantially similar to those contained in this Agreement. You recognize, acknowledge and agree that Executive Care may waive or modify comparable provisions of other franchise agreements granted to other System franchisees in a non-uniform manner.

IN WITNESS TO THE PROVISIONS OF THIS AGREEMENT, the undersigned have signed this Agreement on the date set forth in Section 1 hereof.

FRANCHISOR:
EXECUTIVE HOME CARE FRANCHISING, LLC

By: _____
Title: _____
Signature: _____

Delivery Address: Executive Home Care Franchising, LLC
270 State Street
Hackensack, New Jersey 07601

FRANCHISEE:

By: _____
Title: _____
Signature: _____

By: _____
Title: _____
Signature: _____

Address:

Delivery Address for Notices (pending determination of the Approved Office Location):

APPROVED TERRITORY

APPROVED TERRITORY: An area that contains a population of approximately 500,000 people. We will determine Your Approved Territory using the mapping service of our choice, including, without limitation, GOOGLE® maps, MAPQUEST® or YAHOO® maps (as we select).

We may grant You an approved territory of less than 500,000 people based on the demographics of the area in which You wish to operate Your Franchised Business pursuant to Exhibit 6.

APPROVED OFFICE LOCATION:

Initial: _____
Franchisee

Date: _____

Initial: _____
Franchisee

Date: _____

AUTHORIZATION AGREEMENT FOR PREARRANGED PAYMENT
(ELECTRONIC FUNDS TRANSFER/DIRECT DEBITS)

The undersigned depositor (“Depositor”) authorizes Executive Home Care Franchising, LLC (“Executive Care”) to request debit entries and/or credit correction entries to the Depositor’s checking and/or savings account(s) indicated below and the depository (“Depository”) to debit the account according to Executive Care’s instructions.

Depository

Branch

Street Address, City, State, Zip Code

Bank Transit/ABA Number

Account Number

This authorization is to remain in full force and effect until Depository has received joint written notification from Executive Care and Depositor of the Depositor’s termination of the authorization in a time and manner that will give Depository a reasonable opportunity to act on it. In spite of the foregoing, Depository will give Executive Care and Depositor thirty (30) days’ prior written notice of the termination of this authorization. If an erroneous debit entry is made to Depositor’s account, Depositor will have the right to have the amount of the entry credited to the account by Depository, if within fifteen (15) calendar days following the date on which Depository sent to Depositor a statement of account or a written notice pertaining to the entry or forty-five (45) days after posting, whichever occurs first, Depositor has sent Depository a written notice identifying the entry, stating that the entry was in error, and requesting Depository to credit the amount of it to the account. These rights are in addition to any rights Depositor may have under federal and state banking laws.

Depositor

By: _____
Title: _____
Date: _____

Depositor

By: _____
Title: _____
Date: _____

Please attach a voided check for the account from which funds will be withdrawn. If the account is not established at the time of signing, a check will be required prior to the commencement of operations.

Initial:
Franchisee
Date:

Initial:
Executive Home Care Franchising, LLC
Date:

CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS

This Conditional Assignment of Telephone Numbers and Listings (the “Assignment”) is entered into this ____ day of _____, 20____ (“Effective Date”) in accordance with the terms of the Franchise Agreement (“Franchise Agreement”) between Executive Home Care Franchising, LLC (“Franchisor”) and _____ (“Franchisee”), executed concurrently with this Assignment and under which Franchisor granted Franchisee the right to own and operate an *Executive Care Your Home Care Company*® franchised business located at _____ (the “Agency”).

FOR VALUE RECEIVED, receipt of which is hereby acknowledged, Franchisee hereby agrees as follows:

1. Conditional Assignment of Listings. Franchisee hereby conditionally assigns to Franchisor all of Franchisee’s right, title and interest in and to (a) all telephone numbers and regular yellow pages, special, classified and other telephone directory listings used at any time in connection with the operation of the Agency; and (b) any and all website and social media addresses and accounts, including, without limitation, facebook®, Twitter®; LinkedIn®, and any other account that contains any term or any mark the same as or similar to any of Franchisor’s trademarks (individually and collectively, the “Listings”). The Listings shall include the following telephone numbers:

2. No Liability. This Assignment is for collateral purposes only, and except as expressly provided herein, Franchisor shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment unless and until Franchisor notifies the telephone company, listing agency and/or webmaster/webhost (each a “Listing Agency”), as applicable.

3. Effectiveness of Assignment. This Assignment will become effective automatically upon expiration (provided that Franchisee has not obtained a renewal of the Franchise Agreement) or the earlier termination of the Franchise Agreement. Upon the occurrence of that condition, Franchisee must do all things required by the applicable Listing Agency to assure the effectiveness of the assignment set forth herein as if the Franchisor had been originally issued the Listings, and the usage thereof.

4. Responsibility of Franchisee. Franchisee agrees to pay the Listing Agencies on or before the effective date of assignment all amounts owed for the use of Listing(s). Franchisee further agrees to indemnify Franchisor for any sums Franchisor must pay any Listing Agency to effectuate this assignment, and agrees to fully cooperate with the Listing Agency and Franchisor in effectuating this assignment.

5. Franchisee Acknowledgments. Franchisee agrees and acknowledges that as between Franchisor and Franchisee, Franchisor shall have the sole right to and interest in and to the Listings upon termination or expiration of the Franchise Agreement. Franchisee appoints Franchisor as Franchisee’s true and lawful attorney-in-fact to direct the Listing Agency to assign same to Franchisor and execute such documents and take such actions as may be necessary to effectuate the assignment. Upon such event Franchisee shall immediately instruct the applicable Listing Agency to assign the applicable Listing to Franchisor, and /or to assign the Listing account to Franchisor. If Franchisee fails to promptly do so, Franchisor shall direct the appropriate parties to effectuate the assignment contemplated hereunder to Franchisor.

6. Attorney in Fact. The parties agree that the Listing Agency may accept Franchisor’s written direction, the Franchise Agreement or this Assignment as conclusive proof of Franchisor’s exclusive rights in and to the Listings and

that such assignment shall be made automatically and effective immediately upon the Listing Agency's receipt of notice from Franchisor or Franchisee. The parties further agree that if the Listing Agency requires that the parties execute an assignment form or other documentation at the time of termination or expiration of the Franchise Agreement, Franchisor's execution of such forms or documentation on behalf of Franchisee shall effectuate Franchisee's consent and agreement to the assignment. The parties agree that at any time after the date hereof they will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the assignment described herein upon termination or expiration of the Franchise Agreement.

IN WITNESS WHEREOF, each of the undersigned has executed this Assignment as of the date of the Franchise Agreement.

ASSIGNOR

By: _____

Print Name: _____

Title: _____

ASSIGNEE:

EXECUTIVE HOME CARE FRANCHISING, LLC

By: _____

Print Name: _____

Title: _____

NONDISCLOSURE AND NONCOMPETITION AGREEMENT

In return for 1) his or her training by Executive Care Home Care Franchising, LLC (“Executive Care”) to operate an Franchised Business, 2) the grant of a franchise by Executive Care to a company in which he or she has an ownership interest, or 3) his or her employment by Executive Care or one of its franchisees,

(collectively, “Confidant”) agrees as follows:

1. Nondisclosure of Trade Secrets and Confidential Information

Confidant agrees, during the term of the Franchise Agreement and following termination, expiration or assignments of the Agreement, not to disclose, duplicate, sell, reveal, divulge, publish, furnish or communicate, either directly or indirectly, any Trade Secret or other Confidential Information of Executive Care to any other person or entity unless authorized in writing by Executive Care. Confidant agrees not to use any Trade Secrets or Confidential Information for his or her personal gain or for purposes of others, whether or not the Trade Secret or Confidential Information has been conceived, originated, discovered or developed, in whole or in part, by Confidant or represents Confidant’s work product. If Confidant has assisted in the preparation of any information that Executive Care considers being a Trade Secret or Confidential Information or has himself or herself prepared or created the information, Confidant assigns any rights that he or she may have in the information as its creator to Executive Care, including all ideas made or conceived by Confidant.

2. Definition of Trade Secrets and Confidential Information

For purposes of this Agreement, the terms “Trade Secrets” and “Confidential Information” mean any knowledge, techniques, processes or information made known or available to Confidant that Executive Care treats as confidential, whether existing now or created in the future, including but not limited to information about the cost of materials and supplies; supplier lists or sources of supplies; internal business forms, orders, customer lists, manuals and instructional materials describing Executive Care’s methods of operation, including Executive Care’s Operations Manual and recipes; Products; drawings, designs, plans, proposals, and marketing plans; all concepts or ideas in, or reasonably related to Executive Care’s business that have not previously been publicly released by Executive Care; and any other information or property of any kind of Executive Care that may be protected by law as a Trade Secret, confidential or proprietary. The Trade Secrets and Confidential Information described in this Agreement are the sole property of Executive Care.

3. Return of Proprietary Material

Upon termination of franchise ownership or employment by Executive Care or an EXECUTIVE CARE YOUR HOME CARE COMPANY® franchisee, Confidant shall surrender to Executive Care all materials considered proprietary by Executive Care, technical or non- technical, whether or not copyrighted, which relate

to Trade Secrets, Confidential Information or conduct of the operations of Executive Care. Confidant expressly acknowledges that any such materials of any kind given to him or her are and will remain the sole property of Executive Care.

4. Solicitation of Employees

Confidant further agrees that he or she will not furnish to or for the benefit of any competitor of Executive Care, or the competitor's franchisees, or the competitor's subsidiaries, the name of any person who is employed by Executive Care or by any franchisee of Executive Care.

5. Noncompetition

Confidant agrees and covenants that because of the confidential and sensitive nature of the Confidential Information and because the use of the Confidential Information in certain circumstances may cause irrevocable damage to Executive Care, Confidant will not, until the expiration of two (2) years after the termination of the employment relationship between Confidant and Executive Care or the Executive Care franchisee that employs him or her, or termination of the ownership interest of Confidant in an EXECUTIVE CARE YOUR HOME CARE COMPANY® franchise, engage, directly or indirectly, or through any corporations, limited liability companies, partnerships, or Related Parties, in any Competitive Business that is (a) located at the Approved Office Location; (b) located at or providing services within a radius of fifty (50) miles of the Approved Office Location; (c) located at or providing services within a radius of fifty (50) miles of any Franchised Business' Office or Approved Office Location; or (d) within the state of New Jersey.

The term "Competitive Business" shall mean any business which offers in-home personal care, in-home companionship, in-home meal preparation, medication reminders, medical and personal scheduling, light in-home housekeeping, health consulting, in-home skilled care, in-home registered nurses' services, in-home health aid services, and/or other products or services similar to those offered by any Franchised Business, including, without limitation, any franchisee or licensee of Executive Care.

6. Saving Provision

Confidant agrees and stipulates that the agreements and covenants not to compete contained in the preceding paragraph are fair and reasonable in light of all the facts and circumstances of the relationship between Confidant and Executive Care. However, Confidant and Executive Care are aware that in certain circumstances courts have refused to enforce certain agreements not to compete. Therefore, in furtherance of the provisions of the preceding paragraph, Confidant and Executive Care agree that if a court or arbitrator declines to enforce the provisions of the preceding paragraph, that paragraph shall be considered modified to restrict Confidant's competition with Executive Care to the maximum extent, in both time and geography, which the court or arbitrator finds enforceable.

7. Irreparable Harm to Executive Care

Confidant understands and agrees that Executive Care will suffer irreparable injury that cannot be precisely measured in monetary damages to its Trade Secrets if Confidential Information or proprietary information is obtained by any person, firm or corporation and is used in competition with Executive Care. Accordingly, Confidant agrees that it is reasonable and for the protection of the business and goodwill of

Executive Care for Confidant to enter into this Agreement. Thus, if there is a breach of this Agreement by Confidant, Confidant consents to entry of a restraining order or other injunctive relief and to any other relief that may be granted by a court having proper jurisdiction.

8. Binding Effect

This Agreement will be binding on Confidant's heirs, executors, successors and assignees as though originally signed by these persons.

9. Applicable Law

The laws of the state where Confidant lives will govern the validity of this Agreement. If any provision of this Agreement is void or unenforceable in that State, the remainder of the Agreement will be fully enforceable according to its terms.

CONFIDANT

[Name of Confidant]

By: _____
[Confidant's signature]

[Name of Confidant]

By: _____
[Confidant's signature]

[Name of Confidant]

By: _____
[Confidant's signature]

IF FRANCHISEE IS AN INDIVIDUAL, FRANCHISEE AND FRANCHISEE'S SPOUSE MUST SIGN THE FOLLOWING AGREEMENT. IF FRANCHISEE IS A CORPORATION, PARTNERSHIP, OR LIMITED LIABILITY COMPANY, EACH OFFICER, SHAREHOLDER, GENERAL PARTNER, OR MEMBER (AS APPLICABLE), AND THEIR SPOUSES (AS APPLICABLE) MUST SIGN THE FOLLOWING AGREEMENT:

PERSONAL GUARANTY AND SUBORDINATION AGREEMENT

The following persons: _____ (individually and collectively, the "undersigned" or "Guarantor"), to induce Executive Home Care Franchising, LLC ("Executive Care") to enter into or permit assignment of a certain EXECUTIVE CARE YOUR HOME CARE COMPANY® Franchise Agreement, dated _____, with _____ ("Franchisee"), unconditionally, jointly and severally, personally guaranties to Executive Care, its successors, and its assignees, the prompt full payment and performance of all obligations of Franchisee that are or may become due and owing to Executive Care, including, but not limited to, all obligations arising out of the Franchise Agreement or any other agreement between the parties and all extensions or renewals of it in the same manner as if the Franchise Agreement was signed between Executive Care and the undersigned directly, as franchisee.

The undersigned expressly waives notice of the acceptance by Executive Care to or for the benefit of Franchisee, of the purchase of inventory and goods by Franchisee, the maturing of bills and the failure to pay the same, the incurring by Franchisee of any additional future obligations and liability to Executive Care, and any other notices and demands. This Personal Guaranty will not be affected by the modification, extension, or renewal of any agreement between Executive Care and Franchisee, the taking of a note or other obligation from Franchisee or others, the taking of security for payment, the granting of an extension of time for payment, the filing by or against Franchisee of bankruptcy, insolvency, reorganization or other debtor relief afforded Franchisee under the Federal Bankruptcy Act or any other state or federal statute or by the decision of any court, or any other matter, whether similar or dissimilar to any of the foregoing; and this Personal Guaranty will cover the terms and obligations of any modifications, notes, security agreements, extensions, or renewals. The obligations of the undersigned will be unconditional in spite of any defect in the validity of the Franchisee's obligations or liability to Executive Care, or any other circumstances whether or not referred to in this Guaranty that might otherwise constitute a legal or equitable discharge of a surety or guarantor.

This is an irrevocable, unconditional and absolute guaranty of payment and performance and the undersigned agrees that his, her, or their liability under this guaranty will be immediate and will not be contingent upon the exercise or enforcement by Executive Care of whatever remedies it may have against the Franchisee or others, or the enforcement of any lien or realization upon any security Executive Care may at any time possess.

The undersigned agree that any current or future indebtedness by Franchisee to the undersigned will

always be subordinate to any indebtedness owed by Franchisee to Executive Care. The undersigned will promptly modify any financing statements on file with state agencies to specify that Executive Care's rights are senior to those of Guarantor.

The undersigned further agree that as long as Franchisee owes any money to Executive Care (other than royalty and advertising fund payments that are not past due) Franchisee may not pay and the undersigned may not accept payment of any part of any indebtedness owed by Franchisee to any of the undersigned, either directly or indirectly, without the consent of Executive Care.

In connection with any litigation or arbitration to determine the undersigned's liability under this Personal Guaranty, the undersigned expressly waives his, her, or its right to trial by jury and agrees to pay costs and reasonable attorney fees as fixed by the court or arbitrator.

If this Personal Guaranty is signed by more than one individual, each person signing this Personal Guaranty will be jointly and severally liable for the obligations created in it.

This Personal Guaranty will remain in full force and effect until all obligations arising out of and under the Franchise Agreement, including all renewals and extensions, are fully paid and satisfied.

Dated: _____

IN WITNESS TO THE FOREGOING, the undersigned have signed this Guaranty.

GUARANTORS:

By: _____
Print Name: _____, individually

By: _____
Print Name: _____, individually

By: _____
Print Name: _____, individually

**THIS AGREEMENT MAY NOT APPLY TO YOU; DO NOT EXECUTE THIS DOCUMENT
UNLESS REQUESTED BY EXECUTIVE CARE.**

WAIVER OF APPROVED TERRITORY

In consideration of, and as an inducement to, the execution of the above Franchise Agreement (the “Agreement”), Executive Home Care Franchising, LLC (“Franchisor” or “Executive Care”), and each of the undersigned (“Franchisee(s)” or “You”), hereby acknowledge as follows:

1. Waiver of Approved Territory.

Executive Care has offered to grant You an Approved Territory of _____. However, You have requested that Executive Care approve a location within the metropolitan area of (“Metropolitan Area”), with a population of _____, for which Your Approved Territory will be reduced to _____.

2. Acceptance of Metropolitan Area Approved Territory.

In consideration for Executive Care’s approval of the Approved Office Location within the Metropolitan Area, You hereby unconditionally consent to an approval Territory of _____.

3. Acceptance of Approved Territory.

As a result of the forgoing, You agree that Exhibit 1 of Your franchise agreement shall be modified such that Executive Care grants You and You accept the Approved Territory of _____, which will be based on the area that is within a _____ from Your approved site. The _____ Approved Territory will be determined using either _____, GOOGLE® maps, MAPQUEST® or YAHOO® maps or other similar program (as we select) as such maps exist on the date that Your site is approved. You will operate from one location approved by us.

By: _____

Print Name: _____

Dated: _____

STATEMENT OF OWNERSHIP INTEREST IN FRANCHISEE

Franchisee is a (circle/underline one):

Partnership

Corporation

Limited Liability Company

Please complete the following table by listing the name, principal address, title, and percentage ownership interest of all parties who have an interest in Franchisee:

Name	Address	Title	Percentage Ownership Interest

Franchisee's principal place of business is located at:

Franchisee was formed on _____ [date] in the State of _____

Initial:

Franchisee

Date:

Initial:

Executive Home Care Franchising, LLC

Date:

EXHIBIT 8

CONVERSION ADDENDUM TO EXECUTIVE CARE YOUR HOME CARE COMPANY® FRANCHISE AGREEMENT

This Conversion Addendum to the Executive Care Your Home Care Company® Franchise Agreement (the “Addendum”) is made and entered into this ____ day of _____, 20____ by and between Executive Home Care Franchising, LLC, a New Jersey limited liability company with a principal address at 270 State Street, Hackensack, New Jersey 07601 (“we,” “us,” “Executive Care,” or “Franchisor”), and _____, a _____ with an address at _____ (collectively, “Franchisee” or “You”).

BACKGROUND

A. Contemporaneously with the signing of this Addendum, Franchisor and Franchisee entered into a Franchise Agreement (the “Franchise Agreement”) pursuant to which Franchisee was granted the right and undertook the obligation to open and operate an Executive Care Your Home Care Company® franchised business (the “Franchised Business”) under Franchisor’s proprietary marks and operating system.

B. Prior to the execution of this Agreement, Franchisee owned and operated a business offering similar services as those offered by the Franchised Business (Your “Prior Business Operation”).

C. Franchisee has agreed to convert its Prior Business Operation to a Franchised Business.

D. The parties hereby wish to amend certain provisions of the Franchise Agreement to address the issues relating to the conversion process pursuant to the terms and conditions of this Addendum.

AGREEMENT

NOW THEREFORE, in consideration of the mutual agreements, covenants and promises contained in this Addendum and for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Franchisor and Franchisee acknowledge and agree that capitalized terms not defined in this Addendum shall have the meanings ascribed to them in the Franchise Agreement.

2. Modifications to Section 6.1, Initial Franchise Fee. Section 6.1 is hereby deleted and replaced with the following:

“When You sign this Agreement, You shall pay Executive Care in cash or another form of payment that will make the funds

immediately accessible to Executive Care, such as cashier's check or wire transfer, an initial franchise fee of twenty thousand dollars (\$20,000) (the "Initial Franchise Fee"). The Initial Franchise Fee is not refundable. If you wish to buy two (2) Approved Territories at the same time, your initial franchise fee for the second Territory will be \$17,000. If you wish to buy three (3) Approved Territories at the same time, your initial franchise fee will be \$15,000 for the third Territory."

3. Modifications to Section 6.2, Royalties. Section 6.2 is hereby amended to include the following provision:

"6.2.1 Royalty Phase In. You shall provide Executive Care with: (a) a written statement setting forth the average gross revenues derived in connection with the operation of Your Prior Business Operation for the 12 month period immediately preceding the Effective Date of this Agreement (the "Average Annual Gross Revenue") in the form and manner designated by Executive Care; and (b) any other financial statements relating to Your Prior Business Operation requested by Executive Care, no later than 15 calendar days after the Effective Date of this Agreement. The parties hereby acknowledge and agree that, for so long as you are in compliance with this Agreement, for each month during the first two years of the Initial Term of this Agreement only (the "Royalty Phase In Period"), You shall have the right to deduct from your monthly Net Billings an amount equal to 1/12 of the Average Annual Gross Revenue for the purpose of calculating your royalty fee due to Executive Care. After the expiration of the Royalty Phase In Period, this provision shall not apply and you shall not make any deductions from your monthly Net Billings whatsoever, including for the remainder of the Initial Term. If you either: (a) commit a default under this Agreement which remains uncured beyond any applicable notice and cure periods; or (b) commit two or more defaults, regardless of whether you cured either such default, in any consecutive 12 month period, your rights under this Section 6.2.1 shall immediately terminate and, without limiting the generality of the foregoing, you shall not be permitted to deduct any amount from Net Billings. "

4. Miscellaneous.

4.1 Entire Agreement. The Franchise Agreement, inclusive of all exhibits and attachments thereto, and this Addendum, constitute the entire, full, and complete agreement and understanding between the parties and supersede any and all prior agreements, no other representations, promises, warranties or agreements have induced Franchisee to execute this Agreement with Franchisor. Both parties acknowledge and agree that there are no oral or written representations, promises, assurances, warranties, covenants, "side-deals", rights of first refusal, options or understandings other than those expressly contained in this Agreement. This Agreement supersedes all prior agreements, no other representations, promises, warranties, assurances, covenants, "side deals", rights of first refusal, options or understandings having induced Franchisee to execute this Agreement. The Parties agree that, in entering into this Agreement, they are relying upon their own judgment, belief and knowledge as to any claims and further acknowledge that no promise, inducement or agreement or any representations and warranties not expressed herein have been made to procure their agreement hereto. The Parties

further acknowledge that they have read, understand and fully agreed to the terms of this Agreement. Except as amended hereby, all the other terms and conditions of the Franchise Agreement are ratified and confirmed.

4.2 Conflicting Terms. In the event of a conflict between the terms of any Franchise Agreement and the terms of this Addendum, the terms of this Addendum shall control.

4.3 Severability. The Parties intend that the provisions of this Addendum be enforced to the fullest extent permitted by applicable law. Accordingly, if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

4.4 No Amendment. No amendment, change or variance from this Addendum or the Franchise Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

4.5 Dispute Resolution. Any dispute arising out of or relating to this Addendum shall be resolved in accordance with the dispute resolution provisions of the Franchise Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed and delivered this Addendum the date and year first written above.

FRANCHISOR:

Executive Home Care Franchising, LLC

By: _____
Print Name: _____
Title: _____

FRANCHISEE:

By: _____
Print Name: _____
Title: _____

ASSIGNMENT & ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Assignment”) is made and entered into this ____ day of _____, _____, by and between Executive Home Care Franchising, LLC, a New Jersey Limited Liability Company with its principal place of business located at 270 State Street, Hackensack, NJ 07601 (“Executive Care” or “Franchisor”); _____, (“Assignor”); and _____ (“Assignee”).

BACKGROUND

A. On _____, Franchisor and Assignor entered into an Executive Care Your Home Care Company® Franchise Agreement (the “Franchise Agreement”), pursuant to which Assignor was granted the right to operate an Executive Care Your Home Care Company® franchised business (the “Franchised Business”) from the following Approved Office Location: _____ in the following Approved Territory: _____.

B. Assignor formed Assignee, a _____ company owned by Assignor, for the purpose of operating the Franchised Business;

C. Assignor desires to assign its rights and obligations under the Franchise Agreement to Assignee pursuant to, and in accordance with, the provisions of the Franchise Agreement; and

D. Franchisor is willing to consent to the assignment of the Franchise Agreement to Assignee, subject to the terms and conditions of this Assignment.

AGREEMENT

In consideration of the mutual covenants contained in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties agree as follows:

1. Consent to Transfer. Subject to the terms and conditions contained in this Assignment, Franchisor hereby consents to Assignor’s assignment of all of their right, title and interest in and to the Franchise Agreement to Assignee, effective upon satisfaction of the following conditions:

(i) Assignee’s completion of the Acknowledgment of Ownership in the form attached hereto as Exhibit A; and

(ii) The execution of the Personal Guaranty and Subordination Agreement by _____.

2. Assignment. Assignor hereby assigns and transfers over to Assignee all of its right, title and interest in and to the Franchise Agreement, effective as of the date of this Assignment. Assignee hereby acknowledges having received and fully reviewed the Franchise Agreement prior to entering into this Assignment.

3. Assumption of Obligations. Assignee hereby assumes all of Assignor's obligations, assignments, commitments, covenants, duties and liabilities under the Franchise Agreement, and agrees to be bound by and observe and faithfully perform all of the obligations, assignments, commitments, covenants and duties of the franchisee under the Franchise Agreement with the same force and effect as if the Franchise Agreement were originally written with Assignee as franchisee.

4. Continued Obligation. Assignor agrees that Assignor shall continue to be bound by all of the terms and conditions of the Franchise Agreement, including, without limitation, all non-competition, confidentiality and indemnification obligations, and that nothing contained in this Assignment herein shall be deemed to relieve Assignor of any of Assignor's obligations contained in the Franchise Agreement. Assignor further agrees to, and by this instrument does hereby, guarantee the performance by Assignee of all of its obligations, commitments, duties and liabilities under the Franchise Agreement. Without limiting the foregoing, Assignor irrevocably and unconditionally guarantees to Franchisor (i) that Assignee will pay all amounts to be paid and otherwise comply with all provisions of the Franchise Agreement and any other agreement between Assignor and Franchisor or its affiliates concerning the operation of the Franchised Business, and (ii) that if Assignee defaults in making any such payments or complying with any such provisions, Assignor shall pay forthwith upon demand all amounts due and owing Franchisor and all damages that may arise as a result of any such non-compliance.

5. Enforcement. In the enforcement of any of its rights against Assignor, Franchisor may proceed as if Assignor was the primary obligor under the Franchise Agreement. Assignor waives any right to require Franchisor to first proceed against Assignee or to proceed against or exhaust any security (if any) held by Franchisor or to pursue any other remedy available to it before proceeding against Assignor. No dealing between Franchisor and Assignee shall exonerate, release, discharge or in any way reduce the obligations of Assignor hereunder, in whole or in part, and in particular and without limiting the generality of the foregoing, Franchisor may modify or amend the Franchise Agreement, grant any indulgence, release, postponement or extension of time, waive any term or condition of the Franchise Agreement, or any obligation of Assignee, take or release any securities or other guarantees for the performance by Assignee of any of its obligations, and otherwise deal with Assignee as Franchisor may see fit without affecting, lessening or limiting in any way the liability of Assignor. Notwithstanding any assignment for the general benefit of creditors or any bankruptcy or other act of insolvency by Assignee and notwithstanding any rejection, disaffirmance or disclaimer of this Assignment or the Franchise Agreement, Assignor shall continue to be fully liable.

6. Acknowledgment of Ownership. All ownership interest of Assignee shall be as set forth on Exhibit A attached hereto and incorporated herein by reference. Assignee and its principals shall submit evidence of its registration to do business in the state of _____, including Certificate of Formation.

7. Agreement of Assignor Regarding Trademarks and Proprietary Information. Upon the execution of this Assignment, Assignor hereby waives and relinquishes any and all right to use the name *Executive Care Your Home Care Company*®, together with such other insignia, symbols and trademarks which have been approved and authorized by Franchisor or its predecessors from time to time, including the "Marks" as defined in the Franchise Agreement (the "Franchisor Marks"), as well as any other right to use any trade names, trademarks, service marks, trade secrets and designs, and any other printed products

or items which bear any of the names, marks or designs which are proprietary to Franchisor, and /or its affiliates.

8. Release of Franchisor Parties. In further consideration of Franchisor's execution of this Assignment, Assignor and Assignee jointly and severally, for themselves, their successors, assigns, heirs, personal representatives and affiliates (individually and collectively, the "Releasing Parties"), remise, release, acquit, satisfy and forever discharge Franchisor, its successors, predecessors, counsel, insurers, assigns, officers, directors, employees, parent company, affiliates, subsidiaries and agents, past and present (individually and collectively the "Franchisor Released Parties") from and against all claims, actions, causes of action, demands, damages, costs, suits, debts, covenants, controversies, and any other liabilities whatsoever, whether known or unknown, liquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable (hereinafter "Claims"), which the Releasing Parties ever had, now have, can, shall or may have, against any or all of the Franchisor Released Parties for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of this Assignment, including any claims related in any way to the Franchise Agreement, or the development, opening, or operation of the Franchised Business. Notwithstanding the foregoing, nothing in this Release shall be interpreted to release Franchisor from its obligations under the Franchise Agreement which arise following the Effective Date.

9. Indemnification by Assignor.

9.1 General. Assignor agrees to indemnify and hold Franchisor harmless from any claims or liabilities resulting from the development, ownership and/or operation of the Franchised Business as follows: Assignor is responsible for all losses, damages and contractual liabilities to third persons arising out of or in connection with possession, ownership or operation of the Franchised Business prior to the Effective Date and for all claims or demands for damages to property or for injury, illness or death of persons directly or indirectly resulting therefrom. Assignor also agrees to defend, indemnify and save Franchisor and its subsidiaries, its affiliated and parent companies harmless of, from and with respect to any such claims, demands, losses, obligations, costs, expenses, liabilities, debts or damages. This obligation to indemnify and defend Franchisor shall apply even in the event of the negligence of or claim of negligence against Franchisor and regardless of whether the negligence or claim of negligence against Franchisor is as a result of the acts or omissions of Franchisor or that of Assignor; provided, however, that Franchisor's right to indemnification shall not apply if it is determined that any losses are due to the gross negligence or willful misconduct on the part of Franchisor. Franchisor's right to indemnity under this Assignment shall arise and be valid notwithstanding that joint or concurrent liability may be imposed on Franchisor by statute, ordinance, regulation or other law.

9.2 Employment Claims. Assignor also agrees to indemnify and hold Franchisor harmless from claims in any way related to the employees or contractors of Assignor or its owners. This obligation to indemnify and defend Franchisor is separate and distinct from any indemnity obligations and obligation to maintain insurance under the provisions of the Franchise Agreement.

10. Additional Documents. Assignor and Assignee agree to execute such additional documents as may be necessary to complete the assignment as contemplated by this Assignment and as required by Franchisor.

11. Entire Agreement. The Franchise Agreement and this Assignment shall constitute the entire integrated agreement and understanding between Franchisor, Assignor and Assignee, and supersedes all prior agreements and understandings related to the subject matter hereof (except as set forth herein). Except as set forth specifically herein, the Franchise Agreement shall remain in full force and effect. This Assignment shall not be subject to change, modification, amendment or addition without the express written consent of all the parties.

12. Governing Law; Dispute Resolution. This Assignment is entered into in the State of New Jersey and shall be construed and interpreted in accordance with its laws, which laws shall control in the event of any conflict of law. Assignor and Assignee further agree that any and all disputes relating to, arising out of, or in any way connected to this Assignment and Assumption Agreement shall be subject to and determined in accordance with the dispute resolution provisions of the Franchise Agreement, which provisions are specifically incorporated herein by reference. The Parties intend that the provisions of this Assignment be enforced to the fullest extent permitted by applicable law. Accordingly, if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. The Parties agree that, in entering into this Assignment, they are relying upon advice of counsel and their own judgment, belief, and knowledge as to any claims and further acknowledge that no promise, inducement or agreement or any representations and warranties not expressed herein have been made to procure their agreement hereto. The Parties further acknowledge that they have read, understand, and fully agreed to the terms of this Assignment. This Assignment may be executed in any number of counterparts and sent via facsimile, each of which shall be deemed an original, but all of which taken together shall constitute one in the same instrument.

13. Attorneys' Fees. Each Party shall be responsible for paying its own costs and expenses incurred in the preparation of this Assignment. In the event that it becomes necessary for Franchisor to retain the services of legal counsel to enforce the terms of this Assignment, Franchisor shall be entitled to recover all costs and expenses, including reasonable attorneys', expert and investigative fees, incurred in enforcing the terms of this Assignment.

14. Acknowledgement. The Parties agree that, in entering into this Assignment, they are relying upon their own judgment, belief, and knowledge as to all phases of any claims and further acknowledge that no promise, inducement or agreement or any representations and warranties not expressed herein have been made to procure their agreement hereto. The Parties further acknowledge that they have read, understand, and fully agree to the terms of this Assignment. The Parties acknowledge that they have had the time and opportunity to review this Assignment with counsel of their choice. Except as explicitly modified herein, the Franchise Agreement shall remain in full force and effect. The obligations of Assignor and Assignee under this Assignment are joint and several.

I HAVE READ THE ABOVE AGREEMENT AND UNDERSTAND ITS TERMS. I WOULD NOT SIGN THIS ASSIGNMENT IF I DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.

[The next page is the signature page.]

IN WITNESS WHEREOF, the undersigned have affixed their signatures hereto as of the day and date first above written.

ASSIGNOR:

By: _____
Print Name: _____
Address: _____

ASSIGNEE:

By: _____
Print Name: _____
Address: _____

EXECUTIVE HOME CARE FRANCHISING, LLC:

By: _____
Print Name: _____
Address: _____

EXHIBIT 10

SBA ADDENDUM RELATING TO EXECUTIVE CARE YOUR HOME CARE COMPANY® FRANCHISE AGREEMENT

THIS ADDENDUM (Addendum) is made and entered into on _____, 20____, by **Executive Home Care Franchising, LLC**, located at **270 State Street, Hackensack, NJ 07601** (Franchisor), and _____, located at _____ (Franchisee).

Recitals. Franchisor and Franchisee entered into a Franchise (or License) Agreement on _____, 20__, (Franchise Agreement). The Franchisee agreed among other things to operate and maintain an *Executive Care Your Home Care Company*® franchise located at _____ designated by Franchisor as Unit #_____ (Unit). Franchisee has obtained from a lender a loan (Loan) in which funding is provided with the assistance of the United States Small Business Administration (SBA). SBA requires the execution of this Addendum as a condition for obtaining the SBA assisted financing.

NOW, THEREFORE, in consideration of the mutual promises below, and for good and valuable considerations in hand paid by each of the parties to the others, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

- Franchise Agreement is in full force and effect, and Franchisor has sent no official notice of default to Franchisee under the Franchise Agreement that remains uncured on the date hereof.
- Franchisor will not unreasonably withhold, delay, or condition its consent to any proposed transfer or assignment by Franchisee which requires Franchisor's consent under Section 9.1 of the Franchise Agreement. Notwithstanding the foregoing, it will not be deemed unreasonable if Franchisor withholds its consent to any such proposed transfer or assignment due to Franchisee's failure to comply with any of the conditions set forth in Section 9.3.1 of the Franchise Agreement.
- Notwithstanding anything to the contrary in Section 6.14 and 6.15 of the Franchise Agreement, the franchisor may designate one or more vendors for billing and payment processing services, provided, however, that the franchisee has the right to select its own vendor to use in place of any vendor selected by the franchisor, so long as the franchisor determines whether the franchisee's vendor meets its standards. The franchisor's approval in this matter will not be unreasonably withheld.
- If the Franchisee becomes disabled under Section 9.5 of the Franchise Agreement and the parties are unable to agree as to whether the franchisee is permanently disabled, the disability shall be determined by three Physicians chosen in the following manner. Franchisee shall select one and the Franchisor shall select one, and the two physicians so chosen shall select a third physician. The decision of the majority of the physicians so chosen shall be conclusive.
- Notwithstanding anything to the contrary in Section 7.3.4 of the franchise agreement, the franchisee shall have the discretion to set pricing for its products and services provided that, subject to applicable antitrust laws, such pricing: (1) is at or below any maximum price cap programs established by the franchisor for its franchise system ; or (2) is at or above any minimum price threshold programs established by the franchisor for its franchise system ; or (3) conforms to any

bona fide promotional programs or national or regional accounts programs established from time to time by the franchisor for its franchise system.

- The following is added to the end of Section 9.3 of the Franchise Agreement:
However, the Franchisor may not exercise a right of first refusal:

(a) If a proposed Transfer is between or among individuals (including members of their immediate families and their respective spouses) who, at the time of the proposed Transfer, have an ownership interest in the Franchisee or the Franchise, and who have guaranteed the Franchisee's obligations under a then outstanding indebtedness which is guaranteed by the United States Small Business Administration ("SBA") (Owner/Guarantors); or

(b) If a proposed Transfer involves a Person other than an Owner/Guarantor and the proposed Transfer involves a noncontrolling ownership interest in the Franchisee or the Franchise, unless such noncontrolling interest: (1) represents less than a 20% ownership interest in the Franchisee or in the Franchise, or (2) the Franchisor (in combination with all of Franchisor's franchisees) qualifies as a small business and the exercise of the right does not affect the eligibility of the borrower to qualify for the SBA loan guarantee program.

The Franchisor's right to approve or to disapprove a proposed Transfer or transferee, or to exercise its right of first refusal with respect to a Transfer of a controlling interest in Franchisee or the Franchise, shall not be affected by any of the foregoing provisions. If the Franchisor does not qualify as a small business under SBA regulations, the parties acknowledge and understand that the Franchisor's exercise of its right of first refusal may result in an SBA guaranteed loan becoming immediately due and payable.

- This Addendum automatically terminates on the earliest to occur of the following: (i) a Termination occurs under the Franchise Agreement; (ii) the Loan is paid; or (iii) SBA no longer has any interest in the Loan.

IN WITNESS WHEREOF, the parties hereto have duly signed and executed this Addendum as of the day and year first above written.

FRANCHISOR:
EXECUTIVE HOME CARE FRANCHISING, LLC

By: _____
Print Name: _____
Title: _____

FRANCHISEE:

By: _____
Print Name: _____
Title: _____

Exhibit B
Financial Statements

Executive Home Care Franchising, LLC

Financial Statements

December 31, 2013

Aaron Goldstein, MS, CPA
Certified Public Accountant

EXECUTIVE HOME CARE FRANCHISING, LLC
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DECEMBER 31, 2013

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**AARON GOLDSTEIN, MS, CPA
CERTIFIED PUBLIC ACCOUNTANT**

11 Sherri Drive
Manalapan, NJ 07726
(732) 617-7004

INDEPENDENT AUDITOR'S REPORT

To the Members of
Executive Home Care Franchising, LLC

I have audited the accompanying financial statements of Executive Home Care Franchising, LLC, which comprise the balance sheet as of December 31, 2013, and the related statements of income and member's equity, and cash flows for the year then ended, and the related notes to the financial statements.

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

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

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 Executive Home Care Franchising, LLC as of December 31, 2013, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.



AARON GOLDSTEIN, CPA
Manalapan, New Jersey
February 17, 2014

EXECUTIVE HOME CARE FRANCHISING, LLC
BALANCE SHEET
DECEMBER 31, 2013

ASSETS

CURRENT ASSETS

Cash	\$	38,411
Royalties receivable		25,375
Prepaid expenses		5,413
Total Current Assets		<u>69,199</u>

Property and Equipment, net		<u>60,823</u>
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TOTAL ASSETS	\$	<u>130,022</u>
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LIABILITIES AND MEMBER'S EQUITY

TOTAL LIABILITIES

Accrued Expenses	\$	51,572
Due to Executive Home Care, LLC		61,430
Total Current Liabilities		<u>113,002</u>

MEMBER'S EQUITY		<u>17,020</u>
-----------------	--	---------------

TOTAL LIABILITIES AND MEMBER'S EQUITY	\$	<u>130,022</u>
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See the accompanying notes to the Financial Statements

EXHIBIT B

EXECUTIVE HOME CARE FRANCHISING, LLC
STATEMENT OF INCOME AND MEMBER'S EQUITY
FOR THE YEAR ENDED DECEMBER 31, 2013

Revenue:	
Continuing Franchise Fees	\$ 192,401
Initial Franchise Fees	25,900
	<u>218,301</u>
Operating Expenses:	
General and Administrative	348,997
Amortization Expense	16,611
	<u>365,608</u>
Net Loss From Operations	(147,307)
Member's Equity - Beginning	<u>164,327</u>
Member's Equity - End	<u>\$ 17,020</u>

See the accompanying notes to the Financial Statements

EXECUTIVE HOME CARE FRANCHISING, LLC
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2013

CASH FLOWS FROM OPERATING ACTIVITIES:	
Net Income (loss)	\$ (147,307)
Adjustments to reconcile net income to net cash provided by operating activities:	
Amortization	16,611
(Increase) Decrease In:	
Royalties receivable	(25,375)
Prepaid expenses	(5,413)
Increase (Decrease) In:	
Accrued expenses	51,572
Due to Executive Home Care, LLC	61,430
Net Cash Used By Operating Activities	<u>(48,482)</u>
NET DECREASE IN CASH	(48,482)
CASH - Beginning	<u>86,893</u>
CASH - Ending	<u>\$ 38,411</u>

See the accompanying notes to the Financial Statements

EXECUTIVE HOME CARE FRANCHISING, LLC

NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 2013

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

BUSINESS ACTIVITY:

Executive Home Care Franchising LLC (the Company) was organized under the laws of the State of New Jersey in 2012. The company is a franchising company which sells and grants franchises for the operation of outlets under the trade name Executive Care. The Franchises offer in-home care, companionship, homemaking, personal care and specialized care to individuals seeking care in the own homes.

USE OF ESTIMATES:

Management uses estimates and assumptions in preparing the financial statements in conformity with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets, liabilities, revenues and expenses. Actual results could vary from the estimates that were assumed in preparing the financial statements.

PROPERTY AND EQUIPMENT:

Property and equipment are stated at cost. Depreciation and amortization are computed on the straight-line method for financial reporting purposes over the estimated useful lives of the related assets. Cost and the related accumulated depreciation and amortization are deducted from the accounts on retirement or disposal and any resulting gain or loss is reflected in income. Maintenance and repairs are charged to expense when incurred. Betterment's and major renewals or replacements are capitalized.

INCOME TAXES:

The Company, with the consent of its members, elected under the Internal Revenue Code and applicable New Jersey State statutes to be a limited liability company. In lieu of corporation income taxes, the members of a limited liability company are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal or state taxes has been included in the financial statements.

REVENUE RECOGNITION:

Revenue from franchised outlets includes franchise fees based on a percentage of sales or a minimum amount and are recognized in the year earned. Initial franchise fees are recognized when all material services relating to the sale of a franchise have been performed by the Company, including training on operating procedures, assistance with layout, design and site selection, and vendor selection for equipment. Rebate income is recognized from vendors who provide services and sales to franchisees.

EXECUTIVE HOME CARE FRANCHISING, LLCNOTES TO THE FINANCIAL STATEMENTSDECEMBER 31, 2013

NOTE 2: REVENUE

Revenue reported on the Statement of Income and Retained Earnings is comprised of Rebate Income from vendors who provide services and sales to franchisees and Royalty Income from operational franchises.

Franchise Fee Income	\$ 25,900
Royalty Income	<u>192,401</u>
	<u>\$ 218,301</u>

As of December 31, 2013, the Company has signed 9 franchise agreements and 4 have begun operations. (See Related Party Transactions)

NOTE 3: RELATED PARTY TRANSACTIONS

The Company through common ownership has the exclusive and unrestricted use of the Executive Home Care trademarks in connection with franchise sales and franchise related operations from Executive Home Care, LLC.

Executive Home Care, LLC paid \$61,430 during the year ended December 31, 2013 in advertising costs to promote the trademark and for the sole benefit of the Company. This amount is due Executive Home Care, LLC at December 31, 2013 and is reflected on the Balance Sheet.

As of December 31, 2013, two of the four operating franchise outlets were owned and operated by two of the members of the Company. These two related franchises paid a total of \$161,769 in franchise fees to the Company during the year ended December 31, 2013 and these fees are included in Revenue on the Statement of Income and Member's Equity.

The Company has entered into a lease agreement for office and showroom space from Vindessa Realty Group, LLC which is owned 100% by one of the Members and his spouse through July 31, 2023 at an annual rent of \$120,000.

Minimum future rental payments under this lease for the next five years ending December 31st are as follows:

2014	\$ 120,000
2015	120,000
2016	120,000
2017	120,000
2018	120,000
Thereafter	<u>550,000</u>
Total	<u>\$ 1,150,000</u>

EXECUTIVE HOME CARE FRANCHISING, LLCNOTES TO THE FINANCIAL STATEMENTSDECEMBER 31, 2013

NOTE 3: RELATED PARTY TRANSACTIONS (continued)

Rent expense for the year ended December 31, 2013 which totaled \$50,000 is included in Operating Expenses on the Statement of Income and Member's Equity and was paid to this related entity.

NOTE 4: ADVERTISING

The Company as of December 31, 2013 has not instituted an advertising fund in accordance with the franchise disclosure document. When instituted the franchisees will pay an Ad Fund fee to the Company which will be utilized solely for the promotion of the Executive Home Care brand name.

As of December 31, 2013 the Company has expensed \$149,092 in advertising costs which are included in Operating Expenses on the Statement of Income and Member's Equity.

NOTE 5: PROPERTY AND EQUIPMENT

Property and equipment are summarized as follows:

		<u>Useful Life</u>
Website Development	\$ 48,056	5 Years
Capitalized Developmental Costs	<u>35,000</u>	5 Years
	83,056	
Less: Accumulated Amortization	<u>(22,233)</u>	
Net	<u>\$ 60,823</u>	

Amortization expense for the year ended December 31, 2013 was \$16,611 and is reflected on the Statement of Income and Member's Equity.

NOTE 6: COMMITMENTS AND CONTINGENCIES

The Company has entered into an advertising agreement through March 18, 2014 requiring monthly payment of \$1,500 for the promotion of the company's brand name. The total future payments required under this contact amount to \$3,000 at December 31, 2013.

EXECUTIVE HOME CARE FRANCHISING, LLC

NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 2013

- NOTE 7: CONCENTRATION OF CREDIT RISK
 Financial instruments that potentially subject the company to concentration of credit risk consist of cash in financial institutions which from time to time exceed the Federal depository insurance coverage limit.
- NOTE 8: SUBSEQUENT EVENTS
 Management has evaluated subsequent events through February 17, 2014, the date that the financial statements were available for issue and has determined that there are no additional adjustments and /or disclosures required.

Executive Home Care Franchising, LLC

Financial Statement

June 30, 2012

Aaron Goldstein, MS, CPA
Certified Public Accountant

EXECUTIVE HOME CARE FRANCHISING, LLC

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JUNE 30, 2012

ACCOUNTANTS' REPORT

FINANCIAL STATEMENT:
Balance Sheet

EXHIBIT
A

AARON GOLDSTEIN, MS, CPA
CERTIFIED PUBLIC ACCOUNTANT
11 Sherri Drive Manalapan, NJ 07726
(732) 617-7004

(INDEPENDENT) ACCOUNTANT'S COMPILATION REPORT

To: Management
Executive Home Care Franchising, LLC Hackensack, New Jersey

I have compiled the accompanying balance sheet of Executive Home Care Franchising, LLC as of June 30, 2012. I have not audited or reviewed the accompanying financial statement and, accordingly, do not express an opinion or provide any assurance about whether the financial statement is in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair representation of the financial statement in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statement.

My responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statement.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included with the balance sheet, they might influence the user's conclusions about the Company's financial position. Accordingly, this balance sheet is not designed for those who are not informed about such matters.



AARON GOLDSTEIN, CPA

Manalapan, New Jersey
July 9, 2012

EXECUTIVE HOME CARE FRANCHISING, LLC
BALANCE SHEET
JUNE 30, 2012

ASSETS

CURRENT ASSETS- Cash

\$ 100,000

MEMBER'S EQUITY

MEMBER EQUITY

\$ 100,000

Exhibit C
New Jersey Franchisees as of December 31, 2013

Franchisee Name	Address	Phone Number	Notes
Jeff Wolf and Senen de Castro- Cabalfin	958 Adelpia Road Freehold, New Jersey 07728	(732) 308-1512	In Operation
Greer Marshall, Beth Marshall and Clint Marshall	301 E. Hanover Ave., Suite 6, Morristown, NJ 07960	(973) 998-8550	In Operation
Home Care Options, LLC	272 State Street Hackensack, NJ 07601	(201) 968-5660	In Operation
Executive Home Care, LLC	270 State Street Hackensack, NJ 07601	(201) 489-4899	In Operation

Franchisees in All Other States as of Decemember 31, 2013

Company Name (If Applicable)	Contact	Address	Phone Number	Notes
<i>[none]</i>				

Exhibit D
List of Former Franchisees

Company Name (If Applicable)	Contact	Address	Phone Number	Notes
<i>[none]</i>				

Exhibit E
State Administrators
Designation of Agent for Service of Process

State Administrators/Designation of Agent for Service of Process

State Administrators

California

California Corporation Commissioner
Department of Corporations
1515 K Street
Sacramento, CA 95814
(916) 445-7205
(Toll Free) (866) 275-2677

Hawaii

Commissioner of Securities
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

Illinois

Illinois Franchise Development
Illinois Attorney General
500 South Second Street
Springfield, IL 62706
(217) 782-4465

Indiana

Indiana Chief Deputy Commissioner
Secretary of State
Franchise Section - Securities Division
301 W. Washington Street, Room E-111
Indianapolis, IN 46204
(317) 232-6681

Maryland

Office of the Attorney General
Securities Division
200 Saint Paul Place,
Baltimore, MD 21202
(410) 576-7044

State Agents For Service of Process

California

California Corporation Commissioner
Department of Corporations
1515 K Street
Sacramento, CA 95814
(916) 445-7205
(Toll Free) (866) 275-2677

Hawaii

Commissioner of Securities
335 Merchant Street, Room 203
Honolulu, HI 96813

Illinois

Illinois Attorney General
500 South Second Street
Springfield, IL 62706

Indiana

Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, IN 46204

Maryland

Maryland Securities Commissioner
200 Saint Paul Place
Baltimore, MD 21202-2020

State Administrators
(Continued)

Michigan

Michigan Franchise Administrator
Consumer Protection Division
Attention: Franchise Examiner
670 Law Building
Lansing, MI 48913
(517) 373-7117

Minnesota

Minnesota Franchising Examiner
Minnesota Department of Corporations
133 East Seventh Street
St. Paul, MN 55101
(612) 295-6328

New York

Special Deputy Attorney General
Bureau of Investigation
New York State Department of Law
120 Broadway
New York, NY 10271
(212) 416-8211

North Dakota

North Dakota Securities Department
600 East Boulevard State Capitol
Fifth Floor Dept 414
Bismarck, ND 58505-0510
(701) 328-4712

Rhode Island

Rhode Island Securities Examiner
Division of Securities
1511 Pontiac Avenue
Cranston, RI 02920
(401) 462-9500

South Dakota

South Dakota Franchise Administrator
Division of Securities
c/o 118 West Capitol
Pierre, SD 57501
(605) 773-4013

State Agents For Service of Process
(Continued)

Michigan

Not Applicable

Minnesota

State of Minnesota
Department of Commerce
Securities Division
133 East Seventh Street
St. Paul, MN 55101

New York

Secretary of State of New York
162 Washington Street
Albany, NY 11231

North Dakota

Securities Commissioner
600 East Boulevard State Capitol
Fifth Floor Dept 414
Bismarck, ND 58505-0510

Rhode Island

Rhode Island Department of Business Regulation
1511 Pontiac Avenue
Cranston, RI 02920

South Dakota

Director, Division of Securities
State Capitol Building
910 East Sioux Street
Pierre, SD 57501

State Administrators
(Continued)

Virginia

Virginia Chief Examiner
State Corporation Commissioner
Division of Securities and Retail Franchising
1220 Bank Street
Richmond, VA 23219
(804) 786-7751

Washington

Washington Securities Administrator
Securities Division
P. O. Box 9033
Olympia, WA 98507-9033
(360) 902-8760

Wisconsin

Wisconsin Commissioner of Securities
Registration Division
P. O. Box 1768
Madison, WI 53101
(608) 266-8559

State Agents For Service of Process
(Continued)

Virginia

Clerk of the State Corporation Commission
Post Office Box 1197
Richmond, VA 23219

Washington

Director of Licensing
Securities Division
150 Israel Road
Turnwater, WA 98501

Wisconsin

Wisconsin Commissioner of Securities
Office of the Commissioner of Securities
101 East Wilson Street
Madison, WI 53702

Exhibit F
State Addenda

California Disclosure

CALIFORNIA APPENDIX

Executive Care Your Home Care Company® Franchise Disclosure Document

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT.

- a. The franchisor, any person or franchise broker in Item 2 of the FDD is (or not) subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.
- b. California Business and Professions Code 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.
- c. The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law. (11 U.S.C.A. Sec. 101 et seq.).
- d. The franchise agreement contains a covenant not to compete, which extends beyond the termination of the franchise. This provision may not be enforceable under California law.
- e. The franchise agreement requires binding arbitration. The arbitration will occur at Monmouth County, New Jersey with the costs being borne by the prevailing party. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.
- f. The franchise agreement requires application of the laws of New Jersey. This provision may not be enforceable under California law.
- g. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.
- h. Furthermore, if applicable, disclose: You must sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 Through 31516). Business and Professions Code Section 20010 Voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).
- i. OUR WEBSITE HAS NOT BEEN REIVEWED OR APPROVED BY THE CALIFRONIA DEPARTMENT OF CORPORATIONS. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CORPORATIONS at www.corp.ca.gov.

Item 17

California Business and Professions Code Sections 2000 to 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

Illinois Disclosure

DISCLOSURE REQUIRED BY THE STATE OF ILLINOIS

THE REGISTRATION OF THIS BUSINESS OPPORTUNITY DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE STATE OF ILLINOIS. THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT HAS NOT BEEN VERIFIED BY THE STATE OF ILLINOIS. IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THIS INVESTMENT, SEEK PROFESSIONAL ADVICE BEFORE YOU SIGN A CONTRACT OR MAKE ANY PAYMENT. YOU ARE TO BE PROVIDED 14 BUSINESS DAYS TO REVIEW THIS DOCUMENT BEFORE SIGNING ANY CONTRACT OR AGREEMENT OR MAKING ANY PAYMENT TO THE SELLER OR THE SELLER’S REPRESENTATIVE.

Item 17

Illinois Franchise Disclosure Act of 1987, 815 ILCS 705/19 to 705/20, provides rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under Illinois law.

The franchise agreement requires binding arbitration. The arbitration will occur in Monmouth County, New Jersey, with the costs being borne by the non-prevailing party.

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of Illinois and federal laws (such as 14 Illinois Administrative Code 200.100 et seq., Illinois Franchise Disclosure Act of 1987, 815 ILCS 705/4, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of Illinois.

The franchise agreement requires application of the laws of the State of New Jersey. This provision may not be enforceable under Illinois law. 14 Ill. Admin. Code 200.608; 815 ILCS 705/4.

Item 17, “Renewal, Termination, Transfer and Dispute Resolution,” shall be amended by deleting “t”, “v”, and “w” and the following new “t”, “v” and “w” shall be substituted in lieu thereof:

Provision	Section in Franchise or other agreement	Summary
t. Integration/merger clause	Section 11.6	Only the terms of the franchise agreement are binding (subject to this Disclosure Document and applicable federal and/or FTC law). Any other promises may not be enforceable. See Illinois Franchise Agreement Amendment.

Provision	Section in Franchise or other agreement	Summary
v. Choice of forum	Section 11.2.2	<p>Superior Court of New Jersey, Monmouth County; United States District Court for the District of New Jersey.</p> <p>The foregoing choice of forum should not be considered as a waiver of any right conferred upon the franchisor or the franchisee by Illinois Law, which claims shall be brought exclusively in the State and Federal Courts of Illinois. See Illinois Franchise Agreement Amendment.</p>
w. Choice of law	11.2.1	<p>New Jersey law applies.</p> <p>The foregoing choice of law should not be considered as a waiver of any right conferred upon the franchisor or the franchisee by Illinois Law. See Illinois Franchise Agreement Amendment.</p>

Illinois Franchise Agreement Amendment

In recognition of the requirements of the Illinois Franchise Disclosure Act, 815 ILCS 705/1 to 705/45, and Ill. Admin. Code tit. 15, §200.100 et seq., the parties to the attached Executive Home Care Franchising, LLC Franchise Agreement (the “Agreement”) agree as follows:

1. Under Section 4.6 of the Agreement, under the heading “Term And Renewal,” the subsection 4.6.2 (f) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

4.6.2 (f) You and any Related Parties that are parties to this Agreement have signed a mutual general release of claims in a form satisfactory to Executive Home Care Franchising, LLC (“Franchisor”) with respect to past dealings with Franchisor and its Related Parties; excluding only such claims as you may have and are timely under the Illinois Franchise Disclosure Act (815 ILCS 705/1 to 705/45);

2. Under Section 9 of the Agreement, under the heading “Resale of Franchise,” the subsection 9.3.1 (h) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

9.3.1 (h) You and your Related Parties’ signing if a mutual general release of claims with Franchisor and its Related Parties; excluding only such claims as the you/transferor may have and are timely under the Illinois Franchise Disclosure Act (815 ILCS 705/1 to 705/45);

3. Sections 11.2.1 and 11.2.2, and 11.10 of the Agreement, each under the heading “Miscellaneous Provisions,” shall be amended by the following statement at the end of the last sentence of each provision, respectively:

11.2.1 ; except with respect to claims arising under Illinois Law.

11.2.2 ; except with respect to claims arising under Illinois Law.

11.13 ; except that any and all claims arising under Illinois Law shall be commenced within three (3) years from the grant of the franchise.

4. Section 11 of the Agreement, under the heading “Arbitration”, subsection 11.8, shall be supplemented by the addition of the following statement at the end of the second paragraph beginning “Waiver of Jury Trial”:

; except that nothing in this Agreement should be considered a waiver of any right conferred upon you by Illinois Franchise Disclosure Act.

5. Section 12 of the Agreement, under the heading “Miscellaneous,” shall be supplemented by the following new subsection 12.12:

12.12 Any foregoing acknowledgments are not intended to nor shall they act as a release, estoppel or waiver of any liability under the Illinois Franchise Disclosure Act.

6. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act (815 ILCS 705/1 to 705/45) are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Illinois Franchise Agreement Amendment on the same date as the Franchise Agreement was executed.

FRANCHISOR:
Executive Home Care Franchising, LLC

By: _____
Title: _____
Signature: _____

FRANCHISEE:

By: _____
Title: _____
Signature: _____

Maryland Disclosure

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg., §§ 14-201 through 14-233, the Franchise Disclosure Document for Executive Home Care Franchising, LLC for use in the State of Maryland shall be amended as follows:

1. Item 17, “Renewal, Termination, Transfer and Dispute Resolution,” shall be amended by the addition of the following language:

The general releases required for renewal or transfer will not apply with respect to any claim you may have which arises under the Maryland Franchise Registration and Disclosure Law. See Maryland Disclosure Addendum Exhibit A below for additional information regarding the release.

Except with respect to claims arising under the Maryland Franchise Registration and Disclosure Law, the Franchise Agreement permits you to sue only in the jurisdiction in which we maintain our principal place of business.

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

The Franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

2. Item 17, “Renewal, Termination, Transfer and Dispute Resolution,” shall be amended by the addition of the following language to the summary of Provision “h”:

Termination upon bankruptcy may not be enforceable under federal bankruptcy law, 11 U.S.C. Section 101 et seq.

3. Item 17, “Renewal, Termination, Transfer and Dispute Resolution,” shall be amended by the addition of the following language to the summary of Provisions “v” and “w”:

, except for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. The Franchise Disclosure Document shall be amended by the addition of the following new Maryland Disclosure Addendum Exhibit A, “General Release”:

MARYLAND DISCLOSURE ADDENDUM EXHIBIT A GENERAL RELEASE

The following is our current general release language that we expect to include in a release that a franchisee, developer, and/or transferor may sign as part of a renewal or an approved transfer. We may, in our sole discretion, periodically modify the release.

General Release

THIS GENERAL RELEASE (the “Release”) is made and entered into on this _____ day of _____, 20____ (the “Effective Date”), by and between:

_____, a _____ limited liability company whose principal place of business is _____ (“Franchisor”); and

_____ a [resident of] [corporation organized in] [limited liability company organized in] _____ and having offices at _____ [(“Franchisee”)] [(“Transferor”)].

BACKGROUND:

A. Franchisor and Franchisee are party to a [Franchise Agreement] dated _____ (the “Agreement”);

B. Franchisor and Franchisee have agreed, pursuant to the Agreement, [to renew or extend Franchisee’s rights under the Agreement (the “Renewal Transaction”)] [to permit a transfer or assignment of _____ pursuant to the Agreement (the “Transfer Transaction”)], and in connection with the [Renewal Transaction] [Transfer Transaction], Franchisor and [Franchisee] [Transferor] have agreed to execute this Release, along with such other documents related to the approved [Renewal Transaction] [Transfer Transaction].

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

1. Release. [Franchisee] [Transferor], its officers and directors, its owners, and their respective agents, heirs, administrators, successors, and assigns (the “Franchisee Group”), hereby forever release and discharge, and forever hold harmless [FRANCHISOR], its current and former affiliates and predecessors, and their respective shareholders, partners, members, directors, officers, agents, representatives, heirs, administrators, successors, and assigns (the “Franchisor Group”), from any and all claims, demands, debts, liabilities, actions or causes of action, costs, agreements, promises, and expenses of every kind and nature whatsoever, at law or in equity, whether known or unknown, foreseen and unforeseen, liquidated or unliquidated, which the Franchisee Group and/or its owners had, have, or may have against any member of the Franchisor Group, including, without limitation, any claims or causes of action arising from, in connection with or in any way related or pertaining, directly or indirectly, to the Agreement, the relationship created by the Agreement, or the development, ownership, or operation of the [BUSINESS]. The Franchisee Group further indemnifies and holds the Franchisor Group harmless against, and agrees to reimburse them for any loss, liability, expense, or damages (actual or consequential) including, without limitation, reasonable attorneys’, accountants’, and expert witness fees, costs of investigation and proof of facts, court costs, and other litigation and travel and living expenses, which any member of the Franchisor Group may suffer with respect to any claims or causes of action which any customer, creditor, or other third party now has, ever had, or hereafter would or could have, as a result of, arising from, or under the Agreement or the [BUSINESS]. The Franchisee Group and its owners represent and warrant that they have not made an assignment or any other transfer of any interest in the claims, causes of action, suits, debts, agreements, or promises described herein.

2. General Terms.

2.1. This Release shall be binding upon, and inure to the benefit of, each party's respective heirs, representatives, successors, and assigns.

2.2. This Release shall take effect upon its acceptance and execution by each of the parties hereto.

2.3. This Release may be executed in counterparts, and signatures exchanged by fax, and each such counterpart, when taken together with all other identical copies of this Release also signed in counterpart, shall be considered as one Release.

2.4. The captions in this Release are for the sake of convenience only, and shall neither amend nor modify the terms hereof.

2.5. This Release constitutes the entire, full, and complete agreement between the parties concerning the subject matter hereof, and supersedes all prior agreements and communications concerning the subject matter hereof. No other representations have induced the parties to execute this Release. The parties agree that they have not relied upon anything other than the words of this Release in deciding whether to enter into this Release.

2.6. No amendment, change, or variance from this Release shall be binding on either party unless in writing and agreed to by all of the parties hereto.

2.7. This Release shall not apply to liability under the Maryland Franchise Registration and Disclosure Law.

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Release in duplicate on the day and year first above written.

Franchisor

By: _____

Name: _____

Title: _____”

5. Each provision of this addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law (Md. Code Bus. Reg. §§ 14-201 through 14-233) are met independently without reference to this addendum to the Disclosure Document.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Maryland amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

FRANCHISOR:
Executive Home Care Franchising, LLC

By: _____
Title: _____
Signature: _____

FRANCHISEE:

By: _____
Title: _____
Signature: _____

New York Disclosure

ADDITIONAL RISK FACTORS:

1. INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN **EXHIBIT E** OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271.
2. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS PROSPECTUS.

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs. tit. 13, §§ 200.1 through 201.16), the Franchise Disclosure Document for Executive Home Care Franchising, LLC for use in the State of New York shall be amended as follows:

1. Item 3, "Litigation," shall be supplemented by the addition of the following at the beginning of the Item:

Except as described below, neither we, nor any of our predecessors, nor any person identified in **Item 2** above, nor any affiliate offering franchises or licenses under our trademark, has an administrative, criminal or civil action pending against that person alleging: a felony; a violation of a franchise, antitrust or securities law; fraud, embezzlement, fraudulent conversion, misappropriation of property; unfair or deceptive practices or comparable civil or misdemeanor allegations.

Except as described below, neither we, nor any of our predecessors, nor any person identified in **Item 2** above, nor any affiliate offering franchises or licenses under our trademark, has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.

Except as described below, neither we, nor any of our predecessors, nor any person identified in **Item 2** above, nor any affiliate offering franchises or licenses under our trademark, is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a federal, State or Canadian

franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

Accordingly, other than the actions described below, no litigation is required to be disclosed in this Disclosure Document.

2. Item 4, “Bankruptcy” shall be supplemented by the addition of the following at the beginning of the Item:

Neither we, nor our predecessor or affiliate, nor any of our or their officers or general partners, during the 10-year period immediately before the date of the Disclosure Document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

3. Item 17, “Renewal, Termination, Transfer and Dispute Resolution,” shall be amended by deleting “d”, “j”, “w” and the following new “d”, “j”, “w” shall be substituted in lieu thereof:

Provision	Section in Franchise or other agreement	Summary
d. Termination by franchisee	Section 10.3	Material default by us and compliance with post-termination obligations. Pursuant to New York General Business Law, the franchisee may terminate the Franchise Agreement upon any grounds available by law.
j. Assignment of contract by us	Section 9.6	No restriction on our right to assign so long as assignee: (i) is financially responsible; (ii) capable of performing under the Franchise Agreement; and (iii) expressly assumes obligations under the Franchise Agreement. No assignment will be made except to an assignee who, in Franchisor’s judgment, is willing and able to assume the Franchisor’s obligations under the Franchise Agreement.

Provision	Section in Franchise or other agreement	Summary
w. Choice of law	11.2.1	<p>New Jersey law applies.</p> <p>The foregoing choice of law should not be considered as a waiver of any right conferred upon the franchisor or the franchisee by the General Business Law of the State of New York, Article 33.</p>

4. There are circumstances in which an offering made by us would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if the franchisee is domiciled in New York or the franchise will be opened in New York. We are required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

New York Franchise Agreement Amendment

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached Executive Home Care Franchising, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Under Section 4.6 of the Agreement, under the heading "Term And Renewal," the subsection 4.6.2 (f) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

4.6.2 (f) You and any Related Parties that are parties to this Agreement have signed a mutual general release of claims in a form satisfactory to Executive Home Care Franchising, LLC ("Franchisor") with respect to past dealings with Franchisor and its Related Parties; provided, however, that all rights enjoyed by you and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied; and

2. Under Section 9 of the Agreement, under the heading "Resale of Franchise," the subsection 9.3.1 (h) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

9.3.1 (h) You and your Related Parties' signing if a mutual general release of claims with Franchisor and its Related Parties; provided, however, that all rights enjoyed by the you/transferor and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied.

3. Section 12 of the Agreement, under the heading "Miscellaneous Provisions," shall be supplemented by the addition of the following new subsection 12.13:

12.13 Nothing in this Agreement should be considered a waiver of any right conferred upon you by New York General Business Law, Sections 680-695.

4. There are circumstances in which an offering made by Executive Home Care Franchising, LLC would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if you are domiciled in New York or the Agency will be opening in New York. Franchisor is required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this New York amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

FRANCHISOR:

Executive Home Care Franchising, LLC

By: _____

Title: _____

Signature: _____

FRANCHISEE:

By: _____

Title: _____

Signature: _____

Virginia Disclosure

ADDENDUM TO EXECUTIVE HOME CARE FRANCHISING, LLC FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF VIRGINIA

This Amendment shall pertain to franchises sold in the State of Virginia and shall be for the purpose of complying with the Virginia Retail Franchising Act.

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Executive Home Care Franchising, LLC for use in the Commonwealth of Virginia shall be amended as follows:

Item 17(h) of the Franchise Disclosure Document shall be amended to include the following disclosure:

“Pursuant to 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 does 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.”

Exhibit G Pre-Closing Questionnaire

Pre-Closing Franchise Sales Compliance Questionnaire

[To be completed by Franchisee and all Owners before signing Franchise Agreement]

As you know, you and Executive Home Care Franchising, LLC (the “Franchisor”) are about to enter into a franchise agreement for the development, opening and operation of an *Executive Care Your Home Care Company*® franchised agency. The purpose of this Questionnaire is to determine if any improper sales practices have occurred, including, whether any statements or promises were made to you Franchisor 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. **The answers you provide in this Questionnaire are material to Franchisor and Franchisor is relying on all such answers in agreeing to enter into a franchise relationship with you.**

1. Have you received and personally reviewed Franchisor’s Franchise Disclosure Document?

Yes____ No____

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

Yes____ No____

3. Have you received and personally reviewed the Executive Home Care Franchising, LLC Franchise Agreement and all accompanying Exhibits?

Yes____ No____

4. Has any employee or other person speaking on behalf of Franchisor made any statement, representation or promise concerning the revenue, profits or operating costs of an *Executive Care Your Home Care Company*® business operated by Franchisor or any of its affiliates?

Yes____ No____

5. Has any employee or other person speaking on behalf of Franchisor made any statement, representation or promise concerning the revenue, profits or operating costs of an *Executive Care Your Home Care Company*® franchised business operated by a franchisee?

Yes____ No____

6. Has any employee or other person speaking on behalf of Franchisor made any statement or promise concerning an *Executive Care Your Home Care Company*® franchised business that is contrary to, different from, or in addition to, the information contained in the Disclosure Document?

Yes____ No____

7. Has any employee or other person speaking on behalf of Franchisor made any statement or promise regarding the amount of money you may earn or revenue you may derive in operating an *Executive Care Your Home Care Company*® franchised business?

Yes____ No____

8. Has any employee or other person speaking on behalf of Franchisor made any statement or promise concerning the amount of revenue an *Executive Care Your Home Care Company*® business will generate?

Yes____ No____

9. Has any employee or other person speaking on behalf of Franchisor made any statement or promise regarding the costs you may incur in operating an *Executive Care Your Home Care Company*® franchised business that is contrary to, or different from, the information contained in the Disclosure Document?

Yes____ No____

10. Has any employee or other person speaking on behalf of Franchisor made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating an *Executive Care Your Home Care Company*® business?

Yes____ No____

11. Has any employee or other person speaking on behalf of Franchisor made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that Franchisor will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document?

Yes____ No____

12. Do you understand that Franchisor's approval of a territory or location for an *Executive Care Your Home Care Company*® franchised business does not constitute an assurance, representation or warranty of any kind as to the successful operation or profitability of an *Executive Care Your Home Care Company*® franchised business within such territory or from such location?

Yes____ No____

13. Do you understand that the approval of Franchisor of a financing plan for operation of an *Executive Care Your Home Care Company*® business does not constitute any assurance that such financing plan is favorable, or not unduly burdensome, or that an *Executive Care Your Home Care Company*® business will be successful if the financing plan is implemented?

Yes____ No____

14. Do you understand that in all dealings with you, the officers, directors, employees and agents of Franchisor act only in a representative capacity and not in an individual capacity and such dealings are solely between you and Franchisor?

Yes____ No____

If you have answered "Yes" to any of questions 4 through 11, please provide a full explanation by attaching an additional page. You understand that your answers are important to us and that we will rely on them.

By signing this Questionnaire, you are representing that you have responded truthfully to the above questions.

PROSPECTIVE FRANCHISEE/APPLICANT:

By: _____
Print Name: _____
Date: _____

By: _____
Print Name: _____
Date: _____

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Exhibit I
Form of General Release

GENERAL RELEASE

THIS GENERAL RELEASE (the “Release”) is made and entered into on this _____ day of _____, 20____ (the “Effective Date”), by and between:

- Executive Home Care Franchising, LLC a New Jersey corporation with its principal place of business at 270 State Street, Hackensack, New Jersey (“Franchisor”); and
- _____ a [resident of][corporation organized in][limited liability company organized in] _____ and having offices at _____ [(“Franchisee”)][(“Transferor”)].

BACKGROUND:

- A. Franchisor and [Franchisee][Transferor] are parties to a Franchise Agreement dated _____ (the “Franchise Agreement”); and
- B. Franchisor and Franchisee have agreed, pursuant to the Franchise Agreement, [to renew or extend Franchisee’s rights under Section 4.6 the Franchise Agreement (the “Renewal Transaction”)] [to permit a transfer pursuant to Section 9 of the Franchise Agreement (the “Transfer Transaction”)] [to permit a relocation pursuant to Section 4.5 of the Franchise Agreement (the “Relocation Transaction”)], and in connection with the [Renewal Transaction] [Transfer Transaction] [Relocation Transaction], Franchisor and [Franchisee] [Transferor] have agreed to execute this Release, along with such other documents related to the approved [Renewal Transaction] [Transfer Transaction] [Relocation Transaction].

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

1. Release. [Franchisee] [Transferor], its officers and directors and Principals, and their respective agents, heirs, administrators, successors and assigns (the “Franchisee Group”), hereby forever release and discharge, and forever hold harmless Franchisor, its current and former affiliates and predecessors, and their respective shareholders, partners, members, directors, officers, agents, representatives, heirs, administrators, successors and assigns (the “Franchisor Group”) from any and all claims, demands, debts, liabilities, actions or causes of action, costs, agreements, promises and expenses of every kind and nature whatsoever, at law or in equity, whether known or unknown, foreseen and unforeseen, liquidated or unliquidated, which [Franchisee] [Transferor] and/or its Principals had, have or may have against any member of the Franchisor Group, including, without limitation, any claims or

causes of action arising from, in connection with or in any way related or pertaining, directly or indirectly, to the Franchise Agreement, the relationship created by the Franchise Agreement, or the development, ownership or operation of the Executive Care franchise. The Franchisee Group further indemnifies and holds the Franchisor Group harmless against, and agrees to reimburse them for any loss, liability, expense or damages (actual or consequential) including, without limitation, reasonable attorneys', accountants' and expert witness fees, costs of investigation and proof of facts, court costs and other litigation and travel and living expenses, which any member of the Franchisor Group may suffer with respect to any claims or causes of action which any customer, creditor or other third party now has, ever had, or hereafter would or could have, as a result of, arising from or relating to the Franchise Agreement or the Executive Care franchise. The Franchisee Group and its Principals represent and warrant that they have not made an assignment or any other transfer of any interest in the claims, causes of action, suits, debts, agreements or promises described herein.

2. General Terms.

- 2.1. This Release shall be binding upon, and inure to the benefit of, each party's respective heirs, representatives, successors, and assigns.
- 2.2. This Release shall take effect upon its acceptance and execution by each of the parties hereto.
- 2.3. This Release may be executed in counterparts, and signatures exchanged by fax, and each such counterpart, when taken together with all other identical copies of this Release also signed in counterpart, shall be considered as one Release.
- 2.4. The captions in this Release are for the sake of convenience only, and shall neither amend nor modify the terms hereof.
- 2.5. This Release constitutes the entire, full, and complete agreement between the parties concerning the subject matter hereof, and supersedes all prior agreements and communications concerning the subject matter hereof. No other representations have induced the parties to execute this Release. The parties agree that they have not relied upon anything other than the words of this Release in deciding whether to enter into this Release.
- 2.6. No amendment, change, or variance from this Release shall be binding on either party unless in writing and agreed to by all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Release in duplicate on the day and year first above written.

Executive Home Care Franchising, LLC

Franchisor

Franchisee/Transferor

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit J
Receipts

Item 23 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 Executive Home Care Franchising, LLC (“Executive Care”) 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 Executive Care or an affiliate in connection with the proposed franchise sale. **[New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.][Michigan and Oregon require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.]**

If Executive Care 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the State Administrator listed in Exhibit E.

The franchisor is Executive Home Care Franchising, LLC, located at 270 State Street, Hackensack, New Jersey 07601. Its telephone number is (855) 393-2372.

Issuance Date: April 22, 2014

The franchise seller for this offering is: *[Check all that apply.]*

<input type="checkbox"/> Name: <u>Lenny Verkhoglaz</u> Address: <u>270 State Street</u> <u>Hackensack, New Jersey 07601</u> Telephone: <u>(855) 393-2372</u>	<input type="checkbox"/> Name: <u>Richard Pittius</u> Address: <u>270 State Street</u> <u>Hackensack, New Jersey 07601</u> Telephone: <u>(855) 393-2372</u>
<input type="checkbox"/> Name: _____ Address: _____ Telephone: _____	<input type="checkbox"/> Name: _____ Address: _____ Telephone: _____

Executive Care authorizes the respective state agencies identified on Exhibit E to receive service of process for it in the particular state.

I received a Franchise Disclosure Document dated April 22, 2014 that included the following Exhibits:

A Franchise Agreement	F State Addenda
B Financial Statements	G Pre-Closing Questionnaire
C List of Franchisees	H Table of Contents of Operations Manual
D List of Former Franchisees	I Form of General Release
E State Administrators/Agents for Service of Process	J Receipt Pages

Please sign and print your name below, date and return one copy of this receipt to Executive Home Care Franchising, LLC and keep the other for your records.

_____ Date of Receipt	_____ Print Name:
_____ Date of Receipt	_____ Print Name:

Exhibit J: Receipts

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This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

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<input type="checkbox"/> Name: _____ Address: _____ Telephone: _____	<input type="checkbox"/> Name: _____ Address: _____ Telephone: _____

Executive Care authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

I received a Franchise Disclosure Document dated April 22, 2014 that included the following Exhibits:

A Franchise Agreement	F State Addenda
B Financial Statements	G Pre-Closing Questionnaire
C List of Franchisees	H Table of Contents of Operations Manual
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Date of Receipt

Print Name:

Date of Receipt

Print Name:

KEEP THIS COPY FOR YOUR RECORDS.

Exhibit J: Receipts