

## Special Risks to Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Arizona. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Arizona than in your own state.
2. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
- ~~3. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's ability to provide services and support to you.~~
4. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

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

- develop a business plan and budget for the development and operation of your Business

These services are optional but highly recommended.

10. **Additional Funds:** This estimates your expenses during the first 3 months of operation including: payroll costs (includes salary for 1 brand manager and 1 patient coordinator, but excludes any wage or salary paid to you); marketing and advertising expenses; technology fees; third-party software fees; additional operating supplies; gas and vehicle-related expenses; and other miscellaneous expenses and required working capital. Your initial 3 months of insurance premium and rent are separately stated in the table above. These figures are estimates based on the experience of our franchisees in developing, opening and operating Executive Care Businesses.
11. ~~**Budget and Initial Investment Report:**~~ We strongly recommend you hire an accountant, business advisor or other professional to assist you in developing a budget for the development and operation of your Business. Within 60 days after your opening date, you must send us a report, in the form we designate, listing the expenses you incur to develop and open your Business. We may use this data to update the initial investment estimate in future versions of our Franchise Disclosure Document.

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

### **Standards and Specifications**

We have spent considerable time, effort and financial resources to develop our System for an Executive Home Care business. We have established standards and specifications for most of the services and goods used in and offered through an Executive Care 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. Our requirements are critical to assure the quality, safety and consistency of the services provided by Executive Care Businesses 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 an Executive Care Business, all of which may be changed by us at any time in the future. The Manual includes mandatory specifications relating to required services, client service techniques, staffing requirements and administration issues and procedures.

You must, at your expense, develop, improve and operate your Business under the System and in accordance with our required 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 required standards and specifications.

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

### **Approved and Designated Suppliers**

We have the absolute right to limit the suppliers with whom you may deal. We may 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 your Business 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. Notifications of changes to the approved suppliers list

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 our 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 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 Business. We do not provide any material special benefits to franchisees for particular products or services or using designated suppliers.

### **Office Location & Lease**

You are responsible for selecting a site for your office and negotiating the terms of your lease. We must approve your office location and lease agreement. We will condition our acceptance of your lease upon, among other conditions, the lease containing a use clause that is satisfactory to us, and on you and your landlord's signing of a collateral assignment of lease, through which your landlord grants us the unconditional right to assume and/or assign your rights and obligations under the lease in the event that you breach your lease and/or your Franchise Agreement is terminated or expires. ~~Neither our review of the lease nor our acceptance of the site that you have selected for your office constitutes a representation or guarantee that you will succeed at your selected office or an expression of our opinion regarding the terms of the lease.~~

### **Computer System**

You must purchase the computer and office management system we require. You must make reasonable upgrades or updates to your computer system at our request at your expense. You must have Internet access at all times through a connection that meets our standards.

### **Advertising**

All advertisements must be approved by us in writing before use.

### **Insurance**

You must, at all times, maintain insurance as prescribed by law, and you must maintain the minimum insurance requirements, from companies financially rated A- or better, as listed in the Manual. You currently are required to maintain the following minimum insurance coverage: (i) comprehensive general liability insurance of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate; (ii) workers compensation insurance in the amount prescribed by law in your Territory, but not less than \$500,000 per occurrence; (iii) automobile liability of not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate; (iv) property insurance 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; (v) professional liability/malpractice insurance of \$1,000,000 per occurrence and \$1,000,000 in

**EXHIBIT “C”**

**CURRENT LIST OF FRANCHISEES**

The following table lists our franchisees that were open as of December 31, 2024.

<b>FRANCHISEES OPEN AS OF DECEMBER 31, 2024</b>				
<b>State</b>	<b>City</b>	<b>Address</b>	<b>Phone</b>	<b>Owner Name(s)</b>
California	Campbell	31 Virginia Ave	(650) 661-1066	Shelly Jain
Colorado	Parker	11479 South Pine Dr. Ste #4 Parker	(303) 854-4539	In Kim
Connecticut	Statford	3476 Main Street	(203) 690-1963	Robin Zacks
Florida	Fort Meyers	15881 S Tamiami Trail Unit 6F	(239) 433-2273	Jordan Martin
Florida	Fort Meyers	15881 S Tamiami Trail Unit 6F	(239) 433-2273	Jordan Martin
Florida	Tampa	1218 Millennium Parkway, Suite 1-12	(813) 417-7318	Jason Mirabella Claudia Mirabella
Florida	West Palm Beach	4601 N Congress Ave ,Suite 103	(561) 429-8067	Vikash Salig
Florida	West Palm Beach	4601 N Congress Ave ,Suite 103	(561) 429-8067	Vikash Salig
Maryland	Crofton	2411 Crofton Lane #24 Suite	(443) 889-1636	Patricio Green Leisha Green
New Jersey	Freehold	958 Adelphia Road	(732) 308-1512	Jeff Wolf Senen Cabalfin
New Jersey	Lawrence Twp.	88 Lakedale Drive, 2nd Floor	(609) 212 -2993	Christian Campbell
New Jersey	Morristown	55 Madison Ave, Suite 400	(973)705-6400	Michael Baillie
New Jersey	Paramus	275 Market Street	(201) 499-5660	Jeff Wolf and Senen Cabalfin
New Jersey	Saddle Brook	275 Market Street	(201) 499-5660	Jeff Wolf and Senen Cabalfin
New Jersey	Somerset	1075 Easton Ave, Tower 2 – Suite 4	(732) 425-1945	Jeff Wolf Senen Cabalfin
New Jersey	Teaneck	275 Market Street	(201) 499-5660	Jeff Wolf and Senen Cabalfin
New Jersey	Toms River	52 Hyers Street	(732) 908-8901	Jeff Wolf Senen Cabalfin
New Jersey	South Ocean	3 Plaza Drive, Suite 13	(848) 480-1001	Michael Baillie
Texas	Fort Worth	9117 Vineyard Lane	(682) 597-8320	Landris Johnson
Virginia	Richmond	901 Moorefield Park Drive, Suite 103	(804) 419-6900	Timothy Hayes
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\* In some cases, franchisees who have purchased multiple territories (each under a separate Franchise Agreement) operate them from the same designated office location. Each territory is counted as a separate “outlet” for purposes of Item 19 and Item 20 of this Disclosure Document but appear as duplicates above.

The following table lists franchisees with signed franchise agreements that were not open as of December 31, 2024.

<b><u>FRANCHISEES NOT OPEN AS OF DECEMBER 31, 2024</u></b>				
<b>State</b>	<b>City</b>	<b>Address</b>	<b>Phone</b>	<b>Owner Name(s)</b>
California	Carlsbad	3251 Crecida Way	(951) 551-8944	Gilbert Flores
California	Lake Forest	21261 Calle Horizonte	(949) 217-9412	Isaac Dozor
California	Laguna Hills	25222 Costeau Street	(949) 632-3272	Michael Madero
California	Laguna Hills	25222 Costeau Street	(949) 632-3272	Michael Madero
California	West Covina	1704 South Lark Ellen Avenue	(626) 239-9338	Royce Wang
California	West Covina	1704 South Lark Ellen Avenue	(626) 239-9338	Royce Wang
Florida	Coral Springs	3938 NW 69th Terrace	(201) 696-1194	Deryck Toby
Florida	Southwest Broward County	4259 E. Seneca Avenue	(305) 582-3254	Santiago Perez
North Carolina	Morrisville	1148 Pemberley Ave	(205) 773-1690	Reena Kadari
North Carolina	Morrisville	1148 Pemberley Ave	(205) 773-1690	Reena Kadari
North Carolina	Raleigh	14460 Falls of Neuse Road, Suite 149-123	(414) 234-0275	Patrina Powell
North Carolina	Raleigh	14460 Falls of Neuse Road, Suite 149-123	(414) 234-0275	Patrina Powell
Nebraska	Bennington	7515 N 17th Street,	(402) 507-5292	Steve Royer Jerri Royer
New Jersey	Bloomfield	16 Pulaski St	(973) 557-0297	Jordan Vogt Matthew Vogt
New Jersey	Bloomfield	16 Pulaski St	(973) 557-0297	Jordan Vogt Matthew Vogt
Pennsylvania	Furlong	894 Macclesfield Road	(215) 262-0481	Chris Slack
Pennsylvania	Furlong	894 Macclesfield Road	(215) 262-0481	Chris Slack
Pennsylvania	Furlong	894 Macclesfield Road	(215) 262-0481	Chris Slack
Utah	American Fork	785 West 800 South	(801) 472-7115	Justin Thomas Daiana Thomas
Utah	American Fork	785 West 800 South	(801) 472-7115	Justin Thomas Daiana Thomas
Virginia	Aldie	24850 Hogue Creek Court	(920) 562-4465	Rezaul Abid
Virginia	Reston	11568 Woodhollow CT	(917) 434-4585	Gautam Bandodkar
Virginia	Reston	11568 Woodhollow CT	(917) 434-4585	Gautam Bandodkar Shyla Joseph
Virginia	Reston	11568 Woodhollow CT	(917) 434-4585	Gautam Bandodkar Shyla Joseph
Virginia	Reston	11568 Woodhollow CT	(917) 434-4585	Gautam Bandodkar Shyla Joseph
Virginia	Spotsylvania	6530 Crittenden Lane	(540) 424-3991	Ryan McBroom
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~~9. Items 5 & 7 of the Franchise Disclosure Document are hereby amended to include the following disclosure:~~

~~“The Minnesota Department of Commerce (the “Department”) has determined that due to the deficit ratio of current assets to current liabilities in the franchisor, Executive Home Care Franchising, LLC’s (“EHC”) most recent audited financial statement, EHC is required to comply with one of the Department’s financial assurance conditions. Accordingly, the franchisee’s obligation to pay the initial franchise fee shall be deferred until the franchisee is open for business. Section 6.1 of the Franchise Agreement is hereby amended accordingly.”~~