



FRANCHISE DISCLOSURE DOCUMENT

ComForCare Franchise Systems, LLC
900 Wilshire Drive, Suite 102
Troy, MI 48084-1600 | (800) 886-4044
home@comforcare.com - www.comforcare.com

Home Care Franchise

ComForCare Franchise Systems, LLC (“ComForCare”) offers franchises for the operation of a ComForCare Home Care franchised business that provides: (i) Personal Care Services: Non-medical in nature that include companionship, personal care for activities of daily living (ADLs) and instrumental activities of daily living (IADLs) along with homemaker/chore provider services to persons of all ages allowing them to age in place and (ii) on-site community care. In addition, once you have achieved certain financial and operational levels, you may seek authorization to provide Private Duty Nursing (PDN) services: hourly, shift-based care performed by a Home Health Aide (HHA), Licensed Practical Nurse/Licensed Vocational Nurse (LPN/LVN), or Registered Nurse (RN) to patients of all ages with long term complex health conditions (non-Medicare.)

The total investment necessary to begin operation of a ComForCare Home Care franchise is ~~\$72,975~~102,475 to \$163,925. This includes ~~\$59,000~~60,794 that must be paid to the franchisor or its affiliate(s).

At our discretion, we may offer to qualified candidates the right to purchase more than one, single unit franchise. Qualified candidates that are allowed to purchase additional franchises will be required to sign a separate franchise agreement for each franchise they purchase.

The total investment necessary to develop two (2) or three (3) ComForCare Home Care franchises is ~~\$113,225~~162,725 to \$280,525. This includes ~~\$59,000~~110,294 to ~~\$153,000~~154,794 that must be paid to the franchisor or its affiliates(s).

Once you have completed one operational year in business or once you have achieved gross sales of at least \$500,000 per year, you may seek approval from us to begin providing Private Duty Nursing (PDN) services. If so approved, the total investment necessary to begin providing PDN services ranges from \$46,750 to \$110,120. These funds are in addition to the above referenced initial investments necessary to open a single or multiple unit ComForCare Home Care Standard Offering franchised business.

Special Risks to Consider About *This* Franchise

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

Out-of-State Dispute Resolution. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Michigan. 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 Michigan than in your own state.

Spousal Liability. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even if your spouse has no ownership interest in the franchise. This guarantee will place both you and your spouse's marital and personal assets (perhaps including your house) at risk if your franchise fails.

Sales Performance Required. You must maintain minimum billable hour levels. Your inability to maintain these levels may result in the loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

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.

Financial Condition. The franchisor's financial condition, as reflected in its financial statements (see Item 21) calls into question the franchisor's financial ability to provide services and support to you.

Unopened Franchises. The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.

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.

and within their Protected Territory under the ComForCare brand. ComForCare Businesses operating under the System and Proprietary Marks are referred to in this Franchise Disclosure Document as a “ComForCare Business” or “Franchised Business.” You will operate your Franchised Business from an approved location. You must sign our standard franchise agreement attached to this Franchise Disclosure Document as Exhibit B (“Franchise Agreement”). You may operate one ComForCare Business for each Franchise Agreement you sign.

Market and Competition

You can expect to compete with other national and local businesses and sole proprietors performing similar services. The market for home care services in the United States is very large and fully developed and is growing at a steady pace as the number of people over the age of 65, the primary, though not only, customer class, is growing rapidly. Revenues generated from home care services are not influenced by seasonality throughout the year.

Laws and Regulations

You are responsible for and must comply with all federal, state and local laws and regulations that apply to your operations, including those pertaining to the health care industry including the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and Title XII of the American Recovery and Reinvestment Act of 2009 (“HITECH ACT”), anti-kickback prohibitions, Stark Law requirements, fee splitting prohibitions, patient brokering limitations, professional and facility licensing, workers’ compensation, state and local minimum wage and overtime compensation requirements, corporate, tax, environmental, sanitation, insurance, no smoking, EEOC, OSHA, non-discrimination, employment, Telephone Consumer Protection Act, Data Privacy and Protection and sexual harassment laws. ComForCare neither dictates nor controls labor or employment matters for you or your employees.

To comply with HIPAA, you and ComForCare must execute a Business Associate Agreement, attached as Addendum F – ComForCare HIPAA Business Associate Agreement, to the Franchise Agreement. Additionally, you must comply with other federal, state and local laws and regulations relating to the access, confidentiality, use and disclosure of medical records, the privacy of insurance information and other privacy protection acts.

If required by your state, you also must obtain and maintain any home/health care or employment related permits, licenses, accreditations, certifications or other indications of authority necessary for the operation of your franchise business, including, for example, a home health agency license, nurse staffing and/or employment agency license. Federal and state laws, as well as our corporate brand standards, may require that you do background checks on all current and prospective employees. Some states may require you to obtain a license to provide employment services, and/or Alzheimer’s/dementia care. In addition, we may require you to obtain a particular permit, license, or accreditation. Some states have imposed a moratorium on the issuance of home care/health agency licenses, nurse staffing licenses and other in-home healthcare licenses or permits. If there is no healthcare license, certification or registration requirement in your state currently, you can assume that there will be soon and stay alert for new developments. Some states may require that you, or someone that you directly employ, has health care experience or a qualifying healthcare professional degree, license or certification. You are responsible for investigating the availability and requirements for obtaining all necessary permits, licenses or accreditation in your state. You should review all local, state and federal laws and requirements with an attorney familiar with such laws and requirements to determine whether there are additional legal obligations. ~~You alone are responsible for compliance despite any advice or information that we may give you.~~ We have not researched any of these laws or regulations to determine the specific applicability to your business.

Director of Resales and Resales:**Branden Worback**

Branden Worback has served as the Director of Resales for our parent company, Best Life Brands, LLC since February 2020. Prior to this, Branden served as the Director of Operations for our affiliate, ComForCare Franchise Systems, LLC (Troy, MI), from January 2019 to February 2020.

In-House Counsel:**Stephen D. Greenwald**

Stephen D. Greenwald, Esq. has served as our in-house counsel since our inception as well as the in-house counsel of our affiliates: Troy, MI based Boost Franchise Systems, LLC (since July 2021, Troy), MI based ComForCare Franchise Systems, LLC (since December 2018), and Troy, MI based CarePatrol Franchise Systems, LLC (since January 2019). In addition, Stephen is the general counsel of our parent, Troy, MI based Best Life Brands, LLC (since January 2019). Stephen serves on the board of the Home Care Association of America and is a member of the State Bar of Michigan.

Minority Owner:**Steven Siegel**

Steve Siegel has been a minority owner of our parent, CFC Holding Company, LLC, since January 2017. In addition, Steve is the: Managing Partner of Brookside Consulting, a franchise and retail consulting firm based in Laconia, New Hampshire (since 2001), a senior advisor to the Riverside Company, a private equity firm based in Cleveland, Ohio, (since 2011) and its following portfolio companies: It's Just Lunch (a franchisor of professional dating services), Eversmith (a multi-brand franchisor), and Threshold Brands (a multi-brand franchisor).

ITEM 3**LITIGATION**

ComForCare Franchise Systems, LLC v. Platinum Care, Inc. d/b/a ComForCare Home Care – Chester South, et. al., Case No. 2023-203856; State of Michigan Circuit Court for the County of Oakland; and Platinum Care, Inc. d/b/a ComForCare Home Care – Chester South, et. al., Case No. 2024-207989-CB; State of Michigan Circuit Court for the County of Oakland.

On or about November 15, 2023, ComForCare filed suit against Defendant, a current franchisee of ComForCare, for failing to timely pay fees owed under its Franchise Agreement. On or about March 14, 2024, Defendant filed a counterclaim claiming that ComForCare was in breach of contract and is seeking damages in excess of \$75,000. At the time of this disclosure, no trial date has been set yet for a hearing on the matter.

ComForCare Franchise Systems, LLC v. Dahlia Home Care, Inc., et. al., Case No. 24CECG00550; Superior Court of the State of California, County of Fresno

On or about February 7, 2024, ComForCare filed suit against Defendant, a current franchisee of ComForCare, for failing to timely pay fees owed under its Franchise Agreement, failing to provide access to its books and records, and breaching the confidentiality terms of the Franchise Agreement as well as the Confidentiality Agreement. No trial date has been set as of the date of this disclosure.

Patrick Deadrick, By and Through His Successors in Interest, Phil Shirinian v. Maggie Artsvelian and Harry Artsvelian d/b/a ComForCare Home Care – West Hollywood; ComForCare Health Care Holdings, LLC; DOES 1-50; and DOES 51-60, Case No. 24-SM-CV-03032; In the Superior Court of the State of California In and For the County of Los Angeles

On or about June 21, 2024, Plaintiff, who represents the estate of Mr. Deadrick, filed suit against ComForCare Franchise Systems, LLC alleging that former franchisees of ComForCare negligently cared for Mr. Deadrick. ComForCare is not nor ever has been responsible for Plaintiff's care and has no information regarding anything related to Plaintiff. The parties are currently preparing for discovery.

WorkFit Medical Staffing, PLLC v. ComForCare Home Care, Riverside ~~Partners~~Parnters, LLC d/b/a The Riverside Company, and Best Life Brands, Index No. E2024018476, Supreme Court of the State of New York, County of Monroe

On or about November 4, 2024, Plaintiff, a medical staffing agency located in Rochester, NY, filed suit against an independently owned and operated ComForCare Franchised Business located in Rochester, NY. Plaintiff also listed two additional companies ~~apparently affiliated~~unrelated to the matter affiliated (Best Life Brands, LLC and the Riverside Group) with ComForCare Franchise Systems, LLC even though neither of those companies was properly named. Moreover, the named companies have nothing to do with the ComForCare franchise system in any way. We communicated our confusion to Plaintiff. In the interim, the correct parties are said to be negotiating a settlement.

Administrative Proceeding before the Securities Commissioner of Maryland: Case No. 2010-0082

In 2007, ComForCare Administrative Proceeding before the Securities Commissioner of Maryland: Case No. 2010-0082

In 2007, the predecessor franchisor (ComForCare Health Care Holdings, Inc.) to our Common Controlled Affiliate, ComForCare Franchise Systems, LLC, filed a franchise renewal application in Maryland that was effectuated December 10, 2007, and subsequently, in 2008, filed an amendment application that was effectuated October 7, 2008. After ComForCare's Maryland registration expired on December 10, 2008, ComForCare sold three franchises in Maryland. On April 15, 2010, ComForCare and the Maryland Securities Commissioner, reached an agreement to enter a Consent Order pursuant to which ComForCare agreed to cease and desist from offering or selling franchises in violation of Maryland Franchise Law and agreed to offer rescission to the three Maryland franchises. One franchisee elected to rescind.

Common Controlled Affiliate Litigation

Applicable to Blue Moon Franchise Systems, LLC

Vezeto Enterprises, Inc., et. al., v. Blue Moon Franchise Systems, LLC, Case No. 23CV-008200; In the Court of Common Pleas, Franklin County, Ohio

On or about November 20, 2023. Blue Moon noticed Plaintiff, who was a franchisee of Blue Moon, that it was in material default of its Franchise Agreement because it had failed to make timely royalty payments and had apparently ceased operations without notice. On or about November 21, 2023, Plaintiffs filed suit against Blue Moon alleging Blue Moon violated certain sections of Chapter 1334 of the Ohio Revised Code regarding the sale of business opportunity plans. Blue Moon denies any such violations. On or about January 16, 2024 the parties agreed to settle the matter and release Plaintiff from the Franchise Agreement in exchange for Plaintiff paying its past due balances of \$2,500.

Applicable to CarePatrol Franchise Systems, LLC

CarePatrol Franchise Systems, LLC v. Assisted Living Finders, LLC and Wendy Rickenbach-Barclay, Case No. 2:24-cv-11556; In the United States District Court for the Eastern District of Michigan Southern Division

On or about June 13, 2024, CarePatrol filed suit against Defendant, who was a former franchisee of CarePatrol, for violating the non-compete and confidentiality provisions of the Franchise Agreement. On or about January 23, 2025, the parties settled the matter with Defendant agreeing to stop competing against CarePatrol and its franchised system for a period of 12 months.

CarePatrol Franchise Systems, LLC v. Assisted Sustained Care Services LLC, et al. Case Number: 4:24-cv-11755; In the United States District Court for the Eastern District of Michigan Southern Division

On or about July 8, 2024, CarePatrol filed suit against Defendant, who was a franchisee of CarePatrol, for violating the non-compete and confidentiality provisions of the Franchise Agreement. On or about September 9, 2024, the parties settled the matter with the Defendant agreeing to stop competing against CarePatrol and its franchise system for a period of 18 months.

Common Controlled Affiliate Administrative Actions

Federal Trade Commission Docket No C-4379

On December 3, 2012, the Federal Trade Commission (“FTC”) issued an administrative complaint against CAREPATROL, Inc. (which is not an existing entity but was incorrectly named), the predecessor franchisor to our Common Controlled Affiliate, CarePatrol Franchise Systems, LLC, alleging issues with certain wording on CarePatrol’s website. The FTC objected to wording that seemed to imply that CarePatrol “monitors or grades the care history and violations of all or a substantial majority, of assisted living facilities in a consumer’s desired location,” that it was incorrect to list every state under a “Click Below to Meet our Consultants” heading, in states in which CarePatrol does not have franchises, as CarePatrol does not have consultants in every state, and that CarePatrol “does not monitor or grade assisted living facilities based on most recent state inspections”. The FTC sought to have CarePatrol change the website. In compliance, CarePatrol modified the wording on its website pursuant to FTC instructions. No consumer was involved nor made any complaint. There was no fine or penalty imposed.

Applicable to Next Day Access, LLC

Administrative Proceeding before the State of Minnesota Department of Commerce: 70650-BD

On February 11, 2022, the predecessor franchisor to our Common Controlled Affiliate, Next Day Access, LLC, consented to the entry of a Consent Order by the State of Minnesota Department of Commerce based upon the allegation that it sold two unregistered franchises in violation of Minn. Stat. § 80C.02 (2020). Next Day entered into this Consent Order in lieu of a formal hearing on any civil penalty that could be imposed by the Commissioner. In that Consent Order, Next Day agreed to pay a civil penalty of \$1,000 to the State of Minnesota and \$180 in investigative costs. It also agreed to cease and desist from violating any laws, rules or orders related to the responsibilities entrusted to the Commissioner under Minnesota Chapters 45 and 80C.

Other than the foregoing actions, no other actions are required to be disclosed in this Item.

ITEM 4

BANKRUPTCY

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

ITEM 5

INITIAL FEES

Single Unit Franchise

Standard Offering. At the time you sign the Franchise Agreement, you will pay us an initial franchise fee of \$59,000. The initial fees for the Standard Offering during the time period indicated above are uniformly imposed. You will also begin paying us a Technology Fee of \$100 per month on the earlier of the first use of any of the software or when you open your Franchised Business, as well as your Google Workspace Fee of \$18.00 per month, per account, and \$480 per month for access to the client management software, both of which we remit on your behalf to our approved vendor.

Reduced Initial Fee Offering. At our discretion, we may offer you the right to purchase a ComForCare Franchise under our Reduced Initial Fee Offering. If you are approved, at the time you sign the Franchise Agreement, you will pay us an initial franchise fee of \$29,500. The initial fees for the Reduced Initial Fee Offering are uniformly imposed. You will also begin paying us a Technology Fee of \$100 per month on the earlier of the first use of any of the software or when you open your Franchised Business, as well as your Google Workspace Fee of \$18.00 per month, per account, and \$480 per month for access to the client management software, both of which we remit on your behalf to our approved vendor.

In exchange for the payment of a reduced initial franchise fee, you will be required to pay us a higher ongoing Royalty Fee – 6% to 7% of your Gross Sales (or certain minimum fees, whichever is greater) depending on your month of operational than the Standard Offering ongoing Royalty Fee – 5% of your Gross Sales (or certain minimum fees, whichever is greater). Please see Item 6 for additional information regarding your Royalty Fee obligations.

Multi-Unit Development

At our discretion, we may offer to qualified candidates the right to purchase more than one single franchise unit. Qualified candidates who are allowed to purchase additional units will be required to sign a separate franchise agreement for each franchise they purchase.

Standard Offering. Approved purchasers of two single units will pay an initial franchise fee of \$108,500 (\$59,000 for the first unit purchase and \$49,500 for the second unit purchased). Approved purchasers of three single units will pay an initial franchise fee of \$153,000 (\$59,000 for the single unit purchase; \$49,500 for the second unit purchased; and \$44,500 for the third unit purchased). Any additional units purchased thereafter will be an additional \$44,500 each. The initial fees for the Standard Offering during the time period indicated above are uniformly imposed.

Reduced Initial Fee Offering. Approved purchasers of two single units will pay an initial franchise fee of \$59,000 (\$29,500 for each unit purchased). Approved purchasers of three single units will pay an initial franchise fee of \$88,500 (\$29,500 for each unit purchased). Any additional units purchased thereafter will be an additional \$29,500 each. The initial fees for the Reduced Initial Fee Offering are uniformly imposed.

In exchange for the payment of a reduced initial franchise fees, you will be required to pay us a higher ongoing Royalty Fee –6% to 7% of your Gross Sales (or certain minimum fees, whichever is greater) depending on your month of operation, **for each territory**, than the Standard Offering ongoing Royalty

If you are a new Franchisee to our System and purchase an existing franchise or if you are an existing franchisee to our System and purchase an existing franchise, the initial fee is \$20,000 (“Resale Fee”) for each additional franchise you purchase regardless of whether the selling franchise is a Standard Offering or a Reduced Initial Fee Offering. Please see Item 6 for additional information.

If you purchased your Franchised Business(es) under the Reduced Initial Fee Program, upon transfer, the transferee may not elect to change their Royalty Fee to the then lower Standard Offering rate.

Conversion Single Unit Development

At our discretion, we may offer qualified candidates the right to purchase and convert a currently operating independent home care business into a ComForCare franchise (“Conversion Program”). We may, but are not obligated, to reduce (or waive) the initial franchise fee for a converted franchise based on such factors as the length of time you have been in business and revenue being generated. The conversion initial franchise fee is deemed fully earned and nonrefundable upon payment. During our fiscal year 2024, we did not grant any conversion franchises.

Veteran’s Discount

To honor those men and women who have served in the United States military, the Veterans Transition Franchise Initiative, known as “VetFran,” was developed to help those individuals’ transition to civilian life. This initiative is a voluntary effort of International Franchise Association (IFA) member-companies that is designed to encourage franchise ownership by offering financial incentives to honorably discharged veterans. ComForCare offers a 20% discount off the initial franchise fee for each unit purchased to individuals who qualify under VetFran. This discount does not apply to Conversion Franchises.

|

First Responder's Discount

ComForCare offers a 20% discount off the initial franchise fee for each unit purchased to individuals who serve (or have served) their communities and country as first responders. The term "first responder" refers to those individuals who in the early stages of an incident are responsible for the protection and preservation of life, property, evidence, and the environment, including emergency response providers as defined in section 2 of the Homeland Security Act of 2002 (6 U.S.C. § 101), as well as emergency management, public health, clinical care, public works, and other skilled support personnel (such as equipment operators) that provide immediate support services during prevention, response, and recovery operations. This discount does not apply to Conversion Franchises.

Current Franchise Employee Discount

We offer a \$15,000 discount off the initial franchise fee to any current employee of a ComForCare Franchised Business who wishes to become a ComForCare franchisee. In order to qualify for this discount, the employee must have worked for an existing ComForCare Franchised Business for at least 12 months as well as meet our then current new franchisee standards and requirements. Thereafter, if the employee is awarded a ComForCare Franchised Business, the owner of the ComForCare that employed him/her will receive a \$15,000 referral fee (upon receipt by us of the full discounted initial franchise fee from the employee.) These prospective franchisees are still required to complete all new franchisee training programs although we may accelerate or modify the training requirements, at our discretion, based on the prospective franchisee's operational experience or business acumen. The prospective franchisee cannot be bound by any existing franchise broker and/or franchise referral programs. In addition, you or your immediate relatives cannot have any ownership or equity in their proposed Franchised Business. The Referral Fee is not available for the state of Washington and for the resales of existing Franchised Businesses. We reserve the right to offer, modify, withdraw, or reinstate any referral program in the future without notice to you.

General Information Regarding Initial Fees

If you have signed a deposit agreement or a promissory note in favor of us for a portion of the initial franchise fee, you will pay to us the portion that has not been financed. No other payments will be made to us for goods or services before the opening of your Franchised Business. The initial franchise fees are fully earned and are non-refundable in consideration of administrative and other expenses incurred by us in granting the Franchised Business.

Referral Fee

If you refer an unrelated, third-party prospective franchisee directly to us and the prospective franchisee is granted the right to purchase a Franchised Business, upon receipt of the full initial franchise fee, we will pay you a single \$15,000 referral fee ("Referral Fee"). These referred prospective franchisees cannot be bound by any existing franchise broker and/or franchise referral programs. In addition, you or your immediate relatives cannot have any ownership or equity in their proposed Franchised Business. The Referral Fee is not available for the state of Washington and for the resales of existing Franchised Businesses. We reserve the right to offer, modify, withdraw or reinstate any referral program in the future without notice to you.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

or penalties owed to another franchisee for such infractions. We have no obligation to investigate or enforce this provision.

15. In the event we assist in resolving an issue between two or more franchisees regarding a violation of the customer and location restriction policy, we may charge the involved parties a client resolution fee that is the greater of \$500 or \$50/hour. This fee will be invoiced and payable via ACH 10 days from receipt of corresponding invoice. We have no obligation to assist in the investigation of such matters.
16. Once you have been open for at least 6 months (and thereafter), you must participate in an annual benchmarking survey. We charge you this fee only if you do not participate in surveys when so requested by us.
17. We may increase the amount of a fixed fee or fixed payment due under the Franchise Agreement or any related agreements. An annual increase to each particular fixed fee or fixed payment may occur only once during any calendar year and may not exceed the corresponding cumulative percentage increase in the Index since the date of the Franchise Agreement or, as the case may be, the date that the last Annual Increase became effective for the particular fixed fee or fixed payment being increased. Annual Increases will be made at the same time during the calendar year. "Annual Increase" means the increase in the amount of a fixed fee or fixed payment due us or an affiliate under a franchise agreement or a related agreement. "Index" means the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for all Items (1982-1984=100), not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term of the Franchise Agreement, the other governmental index or computation with which it is replaced will be used to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.
18. In states that require you to obtain a form of health care licensure prior to providing services, we reserve the right to adjust the start date of this fee based on the actual licensure date.

ITEM 7

ESTIMATED INITIAL INVESTMENT – NEW FRANCHISEES

TABLE A. YOUR ESTIMATED INITIAL INVESTMENT – SINGLE UNIT FRANCHISE PERSONAL/DOMESTIC CARE SERVICES AND ON-SITE COMMUNITY CARE				
TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
Initial Franchise Fee (Note 1)	\$29,500 – \$59,000	Lump Sum	Upon Execution of Franchise Agreement	ComForCare
Travel Expenses for Training (Note 2)	\$0 - \$7,800	As Incurred	As Incurred	Vendors
Real Estate & Related Expenses – 3 months (Note 3)	\$2,250 - \$3,400	Monthly	As Incurred	Landlord
Office Equipment (Note 4)	\$2,300 - \$6,800	Lump Sum	Before Opening	Vendors

TABLE A. YOUR ESTIMATED INITIAL INVESTMENT – SINGLE UNIT FRANCHISE PERSONAL/DOMESTIC CARE SERVICES AND ON-SITE COMMUNITY CARE				
Computer Systems – 3 Months (Note 5)	\$3,000 – \$5,000	As Incurred	Before Opening	Vendors or ComForCare
Signs	\$100 - \$575	Lump Sum	Before Opening	Vendors
Miscellaneous Opening Costs (Note 6)	\$1,200 - \$5,600	As Incurred	As Incurred	Vendors
Licensing Fees (Note 7)	\$0 - \$6,000	As Incurred	As Incurred	Vendors
Accreditation Fees (Note 7)	\$0 - \$10,000	As Incurred	As Incurred	Vendors
Insurance – 3 months (Note 8)	\$1,875 - \$3,650	As Incurred	As Incurred	Vendors
Office Supplies (Note 9)	\$1,000 - \$2,350	As Incurred	As Incurred	Vendors
Local Marketing – 3 Months (Note 10)	\$6,000	As Incurred	As Incurred	Vendors- or ComForCare
Recruiting Expenses – 3 Months (Note 11)	\$2,250	As Incurred	As Incurred	Vendors
Additional Funds – 3-6 Months (Note 12)	\$23,500 - \$45,500	As Incurred	As Incurred	Various
Total (Notes (a)-(c))	\$72,975 <u>\$102,475</u> - \$163,925			

TABLE B. YOUR ESTIMATED INITIAL INVESTMENT – MULTI-UNIT FRANCHISE PERSONAL/DOMESTIC CARE SERVICES AND ON-SITE COMMUNITY CARE				
TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
Initial Franchise Fee (Notes 1)	\$59,000 <u>\$108,500</u> - \$153,000	Lump Sum	Upon Execution of Franchise Agreement	ComForCare
Travel Expenses for Training (Note 2)	\$0 - \$7,800	As Incurred	As Incurred	Vendors
Real Estate & Related Expenses – 3 months (Note 3)	\$3,000 - \$5,000	Monthly	As Incurred	Landlord
Office Equipment (Note 4)	\$2,300 - \$6,800	Lump Sum	Before Opening	Vendors
Computer Systems – 3 Months (Note 5)	\$3,000 - \$5,000	As Incurred	Before Opening	Vendors or ComForCare
Signs	\$100 - \$575	Lump Sum	Before Opening	Vendors

TABLE B. YOUR ESTIMATED INITIAL INVESTMENT – MULTI-UNIT FRANCHISE PERSONAL/DOMESTIC CARE SERVICES AND ON-SITE COMMUNITY CARE				
Miscellaneous Opening Costs (Note 6)	\$1,200 - \$5,600	As Incurred	As Incurred	Vendors
Licensing Fees (Note 7)	\$0 - \$6,000	As Incurred	As Incurred	Vendors
Accreditation Fees (Note 7)	\$0 - \$10,000	As Incurred	As Incurred	Vendors
Insurance – 3 months (Note 8)	\$1,875 - \$3,650	As Incurred	As Incurred	Vendors
Office Supplies (Note 9)	\$1,000 - \$2,350	As Incurred	As Incurred	Vendors
Local Marketing – 3 Months (Note 10)	\$6,000	As Incurred	As Incurred	Vendors- or ComForCare
Recruiting Expenses – 3 Months (Note 11)	\$2,250	As Incurred	As Incurred	Vendors
Extra Additional Funds – 3-6 Months (Note 12)	\$33,500 - \$66,500	As Incurred	As Incurred	Various
Total (Notes (a)-(c))	\$113,225 \$162,725 - \$280,525			

- (a) For Franchised Businesses that initially provides only personal care services and on-site community care.
- (b) These figures are based on estimates from our experience in this industry since 1996. The range has been provided because expenses may vary based on local market conditions. Additional funds for working capital needs may be required.
- (c) All of the fees paid to us are not refundable. The fees that are paid to vendors, landlords, and other service providers may not be refundable.

Notes:

- The Initial Franchise Fee for a: The Initial Franchise Fee for a:

 - Standard Offering: a single-unit Franchise is \$59,000; a two-pack, multi-unit franchise is \$108,500 (\$59,000 for the first unit and \$49,500 for the second unit); for a three-pack, multi-unit franchise is \$153,000 (\$59,000 for the first unit, \$49,500 for the second unit, and \$44,500 for the third unit.)
 - Qualifying franchisees may be eligible to finance part of this fee either via a Deposit Agreement as identified in Item 5 or through the financing program as identified in Item 10 – Financing.
 - Reduced Initial Fee Offering: a single-unit Franchise is \$29,500; a two-pack, multi-unit franchise is \$59,000 (\$29,500 for the first unit and \$29,500 for the second unit); for a three-pack, multi-unit franchise is \$88,500 (\$29,500 for the first unit, \$29,500 for the second unit, and \$29,500 for the third unit.)
- You are required to attend the entire Phase Two Training at our corporate headquarters or virtually (Please see Item 11). If your training is completed via virtual training sessions, you will not incur this expense. In addition, you are required to have one other employee who works as your

administrator or marketer attend the Phase Two training days relevant to their position in your Franchised Business.

3. If you do not own adequate office space, you must lease adequate office space. Typical locations are in office buildings. A typical new single unit ComForCare Home Care office that provides personal care services and on-site community care would require 300-500 square feet of space and rent is estimated to be \$9,000 to \$18,000 annually depending on size, condition and location of leased premises. A typical new multi-unit ComForCare Home Care office that provides personal care services and on-site community care would require 500-750 square feet of space and rent is estimated to be \$12,000 to \$20,000 annually depending on size, condition and location of leased premises.
4. This amount may be necessary to purchase, office furniture, decorations, a copier and fixtures. Additionally, this may be necessary to purchase medical equipment used to train your caregiver staff on how to properly care for clients.
5. This amount is necessary to purchase and/or license your computer hardware, software, data storage and access fees. This amount also includes your: Technology Fee, (\$100 per month, payable to us), Google Workspace Fee, (\$18.00 per month, per account, payable to us), and a one-time \$300 Quickbooks integration fee for the client management software. Additionally, you will pay us \$480 per month for access to the client management software which we remit on your behalf to our approved vendor.
6. This amount includes your essential ALZ certification expenses, utilities, business licenses, incorporation or applicable legal fees.
7. If your state of operation does not require any licensure and/or accreditation, you will not incur this expense. If your state of operation requires you obtain some form of licensure and/or accreditation before being allowed to provide the Approved Services, initial license fees as well as license renewal fees vary, but traditionally range anywhere from \$25 to \$6,000 per year and are your sole responsibility. Initial accreditation fees (as well as accreditation renewal fees) are approximately \$10,000 and are your sole responsibility.
8. This amount represents an initial insurance deposit. Required insurance policies include comprehensive general liability, including automobile liability, third-party fidelity bond coverage, employment practices liability insurance, workers' compensation, network security (cyber) insurance, and any other insurance required by statute or state law. The estimated cost for all insurance except workers' compensation (which varies by location) during the first year of operation is \$7,500 - \$12,500. We may reasonably change the minimum liability protection requirement annually and require, at any time on reasonable prior notice to you, different or additional kinds of insurance to reflect inflation, changes in standards of liability or higher damage awards in public, product or motor vehicle liability litigation or other relevant changes in circumstances.
9. You will need to obtain an inventory of basic office supplies including, but not limited to, paper, pens, envelopes, staples, tape, etc.
10. This amount represents charges for various dues and memberships for marketing, e-newsletter distribution, promotional materials, internet advertising, advertising, and employee-related sales expenses: all of which is payable directly to the third-party vendors. We recommend that you spend the greater of 2% of your Gross Sales or \$1,250 per month on your local marketing efforts exclusive of your caregiver recruiting spend. Included in this amount is the telehealth fees described in Item 6. These fees are paid directly to approved vendors.

11. We recommend that you spend at least \$750 per month on your caregiver recruiting and retention efforts which include, but are not limited to: digital (online) caregiver recruiting, recruiting through texts, print hiring ads, job fairs, and third-party recruiting vendors.
12. We require that you begin your Franchised Business with at least 3 to 6 months additional working capital funds however we recommend that you begin your Franchised business with at least 12 months of additional working capital funds (\$91,000 to \$94,000 for single unit franchisees, \$133,000 to \$134,000 for multi-unit franchisees). The amounts of these additional funds are based on: data we have collected from our existing franchisees since 2001, benchmarking against industry standards via third party consultants and sources, and membership in the Home Care Association of American. These funds are usually allocated to administrative/marketing/nursing employee payroll/payroll (not owner's salary). In addition, these funds include three months of Telehealth Fees, as described in Item 6.

Private Duty Nursing Initial Fees

Once you have completed one operational year in business or once you have achieved gross sales of at least \$500,000 per year, you may seek approval from us to begin providing Private Duty Nursing (PDN) services within your Protected Territory. PDN services are hourly, shift-based care performed by a Home Health Aide (HHA), Licensed Practical Nurse/Licensed Vocational Nurse (LPN/LVN), or Registered Nurse (RN) to patients of all ages with long term complex health conditions.

If we grant you permission to provide PDN services, a necessary condition of such approval is that you must employ a dedicated Director of Clinical Services (i.e., a nurse) to assist in the administration of the PDN services you provide. In addition, your Director of Clinical Services must attend the PDN training. Failure to hire a Director of Clinical Services and, thereafter, continuously employ a dedicated Director of Clinical Services (and have this individual attend PDN training) may result in a suspension of your right to continue to provide PDN services. You must pay all travel and lodging expenses incurred by yourself, your employees or attendees in connection with any PDN training.

**TABLE C.
YOUR ESTIMATED INITIAL INVESTMENT –
PRIVATE DUTY NURSING**

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
Travel Expenses for PDN Training (Note 1)	\$0 - \$7,800	As Incurred	As Incurred	Vendors
PDN Skills Lab (Note 2)	\$2,000 - \$5,720	As Incurred	As Incurred	Vendors
PDN Policies and Procedures (Note 3)	\$2,000 - \$10,000	Lump Sum	As Incurred	Vendors
PDN Software (Note 4)	\$0 - \$1,250	Monthly	As Incurred	ComForCare or Approved Vendor/s
PDN Licensing Fees	\$0 - \$6,000	As Incurred	Upon Submission of PDN License	State Licensing Authority
PDN Accreditation Fees (Note 5)	\$0 - \$10,000	As Incurred	As Incurred	Vendors

**TABLE C.
YOUR ESTIMATED INITIAL INVESTMENT –
PRIVATE DUTY NURSING**

PDN Specific Insurance (3 - 6 Months) (Note 6)	\$1,000 - \$3,350	As Incurred	As Incurred	Vendors
PDN Local Marketing (3-6 Months) (Note 7)	\$3,750 - \$7,500	As Incurred	As Incurred	ComForCare or Vendor/s
PDN Recruiting Expenses (3 - 9 Months)	\$3,000 - \$6,000	As Incurred	As Incurred	Vendors
PDN Additional Funds (6 -9 Months) (Note 8)	\$35,000 - \$52,500	As Incurred	As Incurred	Vendors
Total (Notes (a)-(d))	\$46,750 - \$110,120			

- (a) These fees are in addition to any fees itemized in Tables A & B above.
- (b) It is your responsibility to verify your states current and future private duty nursing licensure requirements
- (c) These figures are based on estimates from our experience in this industry since 1996. The range has been provided because expenses may vary based on local market conditions. Additional funds for working capital needs may be required.
- (d) All of the fees paid to us are not refundable. The fees that are paid to vendors, landlords, and other service providers may not be refundable.

Notes:

1. You are required to attend the entire Private Duty Training at our corporate headquarters (See Item 11). In addition, you are required to have your or Director of Clinical Services attend the PDN training days relevant to their position in your Franchised Business.
2. PDN providers must have a fully outfitted skills lab in which to train their PDN employees. Requirements vary by state and accreditation standards.
3. You may be required to purchase state specific PDN policies and procedures from Vendors. In addition, you may elect to utilize a third-party consultant to help you with this process.
4. You may be required to purchase or license PDN specific, client-caregiver management software. Any payments will be paid directly to the approved vendor/s.
5. Your state of operation, or your commercial referral sources, may require that you obtain third party accreditation. In addition, we expressly reserve the right to require that you obtain accreditation as well.
6. General and Professional insurance premium expected to increase by 20% annually. Workers' compensation insurance expected to increase based on payroll.
7. Initial PDN marketing supplies expected to cost \$1,500, spread over the first three months. Thereafter, offices providing PDN services expected to spend at least \$500 a month, in addition to their home care 1%/\$1,000 monthly advertising requirements. These fees are paid directly to approved vendors.

you, if you do not either maintain the same investment in your Franchised Business or pay any loans payable to us and our affiliates, if applicable, in full.

Your Loan Start Date will be the earlier of your Open Date or six months from your Contract Date. Interest will begin accruing on your Loan Start Date. We currently charge an interest rate of 10% per annum.

If we agree to finance a portion of the Initial Franchise Fee, you must sign a promissory note when you sign the Franchise Agreement. An example of our promissory note is attached as Addendum J to the Franchise Agreement. You must pay us the down payment when you sign the Franchise Agreement and pay the balance in monthly installments.

You must make note payments to us by ACH. Some banks and other financial institutions may charge a fee for electronic transfers but these electronic transfer fees are often negotiable. Monthly payments will begin no later than six months from your Franchise Agreement's Contract Date, regardless of when you complete training or open your business. The length of the repayment term is 60 months.

We require a security interest in the franchise. You must sign a security agreement, substantially in the form included in the promissory note attached as Addendum K to the Franchise Agreement, on all your assets, including after acquired property and we will file a UCC financing statement with the appropriate governmental authority. We have the right to require additional forms of security.

You may prepay the note at any time without penalty. If you default, we may declare the entire remaining amount due. If you do not pay us the entire balance, and any accrued, unpaid interest, you may be responsible for the court costs and attorneys' fees we incur in collecting the debt from you. We may terminate your Franchise Agreement if you do not pay us.

You must waive your rights to certain notices of a collection action in our promissory note, security agreement and guaranty but there are no waivers of defense in our promissory note, security agreement or guaranty. If you are a legal entity, your shareholders, members, partners and/or owners must personally guarantee the debt and agree to pay the entire debt and all collection costs. We have the right to require a spouse's personal guaranty.

We may sell, assign or discount any promissory note or other obligation arising out of the Franchise Agreement to a third-party. If we sell or assign your promissory note, it will not affect our obligation to provide the services to you that are described in the Franchise Agreement but the third party may be immune under the law to any defenses to payment you may have against us.

We may periodically agree with third-party lenders to make financing available to our qualified franchisees and we may, at our sole discretion, refer you to a third-party lender for financing. We have no control over whether financing will be offered to you by any third-party lender. The lender is not obligated to provide financing to you or to any other franchisee that the lender finds does not meet its credit requirements and loan criteria. If we refer you to a third-party lender for financing, we may agree to take a short-term promissory note (in a form we provide to you) until your financing is arranged. You must use the proceeds from the lender to pay any promissory note to us.

We do not guarantee your obligations to third parties.

We may, in limited circumstances, agree to finance a portion of any expansion fee for qualified franchisees at an 10% interest rate under specified terms and conditions. Our decision to finance an expansion fee may be based, in part, on your credit-worthiness, the collateral you have available to secure the financing and our then-current financing policies.

your Franchise Business. In particular, Finance 201, Marketing 201, Sales 201, and Technology 201 are provided through training software that tracks your progress and ensures your understanding. The remaining tasks are accomplished with the assistance of our team members.

You are responsible for any fees to complete the tasks/assignments associated with Phase Three Training.

You must commence operation of the Franchise within 30 days after successful completion of the Phase Three Training unless: a) otherwise specified in the Franchise Agreement, or b) your state requires that your Franchised Business obtain a home care license, companion care license and/or accreditation (this process slows your ability to conduct business). If your state requires such licensure and/or accreditation, you must commence operation of the Franchise Business within 30 days of obtaining said license and/or accreditation.

The Phase Four field visit will not be scheduled until the Phase Three tasks are completed.

PHASE THREE TRAINING			
SUBJECT	HOURS OF INTERACTIVE TRAINING	HOURS OF FIELD TRAINING	LOCATION
Finance 201	2	N/A	Approved Location/ Protected Territory
Marketing 201	3	N/A	Approved Location/ Protected Territory
Sales 201	4	N/A	Approved Location/ Protected Territory
Technology 201	3	N/A	Approved Location/ Protected Territory
Client Management Software Training	10	N/A	Approved Location/ Protected Territory
Complete Competitive Analysis	2.5	N/A	Approved Location/ Protected Territory
Finalize Business Plan	2	N/A	Approved Location/ Protected Territory
Complete Initial Training Plan	5	N/A	Approved Location/ Protected Territory
Leadership Training	1.5	N/A	Approved Location/ Protected Territory
Totals	33		

In addition to the above training modules, you are expected to accomplish several tasks prior to attending commencing the operation of your business. Those tasks include, but are not limited to: finalizing your commercial lease and the outfitting of your office, obtaining your insurances, obtaining your home care licenses (if applicable), researching your local wage and hour regulation and aligning any forms with those regulations, and begin recruiting caregivers.

This financial performance representation does not include ~~-(+)~~ data for territories purchased and not yet opened by franchise owners. In some instances, the Included Franchisees have purchased more than one franchise territory and report franchise sales and royalty information as a single unit for all territories they own and/or operate out of one central office.

The financial performance information presented below has been extracted from royalty reports provided to us by the Franchisees.

In addition, in conjunction with the services provided to seniors, the population size, density of seniors and number of people over the age of 65 in the protected areas for the franchise owners represented in Tables A and B below may not be similar to, or representative of, the protected area you may purchase.

TABLE A - GROSS SALES INFORMATION BY FRANCHISE TERRITORY OPERATING AT LEAST ONE FULL YEAR

Time in Business	Territories	Average Gross Sales	Number/Percent Attained or Exceeded Average	Median Gross Sales	Number/Percent Attained or Exceeded Median	Highest Performer	Lowest Performer
<i>193+ months</i>	46	\$1,914,275	13 (28%)	\$1,092,637	23 (50%)	\$18,434,636	\$84,736
<i>145-192 months</i>	41	\$1,556,270	18 (44%)	\$999,658	21 (51%)	\$8,010,113	\$59,835
<i>97-144 months</i>	41	\$1,383,726	17 (41%)	\$1,014,517	21 (51%)	\$4,421,583	\$74,321
<i>73-96 months</i>	9	\$1,440,207	4 (44%)	\$1,331,984	5 (56%)	\$2,730,397	\$444,322
<i>49-72 months</i>	18	\$1,104,429	6 (33%)	\$798,254	9 (50%)	\$3,634,818	\$183,075
<i>25-48 months</i>	30	\$510,258	11 (37%)	\$322,906	15 (50%)	\$2,237,180	\$40,384
<i>13-24 months</i>	17	\$230,868	6 (35%)	\$160,604	9 (53%)	\$545,128	\$45,327
<i>Total</i>	202	\$1,290,448	65 (32%)	\$805,787	101 (50%)	\$18,434,636	\$40,384

Table A Notes:

- (a) The total number of open outlets in the system as of December 31, 2024, was 248, of which 202 are included in this Table A. The financial data in this Table A excludes 30 territories open less than a year as well as 4 territories because they did not submit the required reports for the measurement period. In addition, it excludes the results of 4 franchisees who own 2 or more territories but report sales and royalty information combined. 2 ~~franchisee owns~~ franchisees own 4 territories and 2 franchisees own 2 territories. The sales for these franchisees were \$12,704,786, \$7,367,848, \$2,159,245, \$1,020,096 respectively.
- (b) This table includes territories opened in each year from 1996 through December 31, 2023 with the distribution of start dates as follows: 2023 – 17, 2022 – 15, 2021 – 15, 2020 – 12, 2019 – 6, 2018 – 7, 2017 – 2, 2016 – 13, 2015 – 10, 2014 – 9, 2013 – 9, 2012 – 9, 2011 – 4, 2010 – 6, 2009 – 22, 2008 – 6, 2007 – 6, 2006 – 7, 2005 – 9, 2004 – 7, 2003 – 7, 2002 – 3 and 1996 – 1. We consider a

- (d) For the included franchisees listed in this table that own multiple territories, we have grouped gross sales data for all of the territories they purchased under the oldest “Franchisee Owner’s Time in Business” category.
- (e) For the distribution of start dates, please see Table A; Note (c).
- (f) The figures for franchises in operation for 193 months or greater includes the gross sales of our corporate owned store, Caretaker Services, LLC. For the 12 months ending December 31, 2024, the gross sales were \$5,702,546.

Systemwide Revenue by Source Percentage (%) - Table C

The information contained in the table below is historical, based on unaudited, but required reporting by individual franchisees ~~and may not be relied upon as a projection or forecast of what payer sources you may have in your Protected Area.~~ Though each Protected Area will have Private Pay business, government programs (Medicaid/State Funded Programs, Insurance and Veteran’s Programs) are dictated by your local governments and thus will vary. The figures below are drawn from the entire franchised system and all Protected Areas. The franchised offices that reported data for Table C below may not be the same as those reporting under Tables A & B. The data in Table C was generated from the owner’s operational software.

TABLE C – 2024 SYSTEMWIDE REVENUE BY SOURCE %	
REVENUE SOURCE	PERCENTAGE OF SYSTEMWIDE FROM SOURCE
Private Pay (a)	44%
Medicaid/State Funded Programs (b)	24%
Insurance (c)	13%
Veterans Programs (d)	13%
Miscellaneous (e)	6%

Table C Notes:

- (a) “Private Pay” means that the client care is paid from their own (or their family’s) personal funds.
- (b) “Medicaid/State Funded Programs” means that the client’s care is paid in part, or in total, by government funded payor sources such as Area Agencies on Aging or managed care organizations.
- (c) “Insurance” means that the client’s care is paid in part, or in total, through long term care, automotive, or workers’ compensation insurance policies. Insurance does not mean or include any sort of health care insurance.
- (d) “Veterans’ Programs” means that the client’s care is paid in part, or in total, through programs offered by the US Department of Veterans Affairs.
- (e) “Miscellaneous” means other revenue that a franchise business may obtain through such payor sources as personal response system providers.

Hours Billed and Client Data - Tables D & E

The information contained in the tables below is historical, based on unaudited, but required, reporting by individual franchisees. The franchised offices that reported data for Tables D & E below may not be the same as those reporting under Tables A, B, & C above and include the results from both Standard and Deluxe franchises. These are not the only metrics associated with the operation of your business. There is no assurance that your metrics will be comparable to our other franchisees. The data in Tables D & E below were generated from the owner’s operational software and only includes offices that were open the entire 2024 calendar year.

TABLE D - HOURS BILLED BY FRANCHISE OWNER (INCLUDING THOSE WITH MULTIPLE TERRITORIES) - 2024 CALENDAR YEAR			
AVERAGE HOURS BILLED	MEDIAN HOURS BILLED	HIGHEST HOURS BILLED	LOWEST HOURS BILLED
51,756	32,798	313,742	1,291

Table D Notes:

- (a) Offices with multiple territories were counted as one for the purpose of this Table.
- (b) The “Average Hours Billed” is based on aggregating the number of total hours billed by the reviewed offices over the 2024 calendar year then dividing that number by the total respondents.

TABLE E - CLIENT DATA BY FRANCHISE OWNER (INCLUDING THOSE WITH MULTIPLE TERRITORIES) – 2024 CALENDAR YEAR			
AVERAGE NUMBER OF CLIENTS	MEDIAN NUMBER OF CLIENTS	HIGHEST AND SECOND-HIGHEST NUMBER OF CLIENTS	LOWEST NUMBER OF CLIENTS
111	79	677	21

Table E Notes:

- (a) Offices with multiple territories were counted as one for the purpose of this Table.
- (b) The “Average Number of Clients” is based on aggregating the number of total clients serviced by the reviewed offices over the 2024 calendar year then dividing that number by the total respondents.

Additional Notes:

- 1. “Gross Sales” means the aggregate amount of all sales of services and the aggregate of all of charges for all services performed (including service charges in lieu of gratuity) whether for cash or credit or otherwise, made and rendered in, about or in connection with a Franchised Business including, but not limited to, revenue derived from sales of personal response systems, mileage charged to clients and all proceeds from any business interruption insurance. In addition, “Gross Sales” shall include all revenues or receipts of any kind derived from the operation of the Franchised Business, including all services provided as a direct or indirect consequence of use of ComForCare Marks or any respect of the franchise system. The term “Gross Sales” shall not be modified for uncollected amounts. The term “Gross Sales” does not include any federal, state, municipal or other sales, value added or retailer’s excise taxes paid or accrued by a franchisee.

2. Written substantiation for the financial performance representation will be made available to prospective franchisees upon reasonable request.
3. **Some franchisees have sold this amount. Your individual results may differ. There is no assurance you will sell as much.**
4. The disclosure figures for Table A and B do not reflect all other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of costs and expenses you will incur in operating your franchise business. Current franchisees or former franchisees listed in the Disclosure Document may be one source of this information.
5. Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting David Tarr at ComForCare Franchise Systems, LLC, 900 Wilshire Drive, Suite 102, Troy, MI 48084-1600, 800-886-4044, dtarr@bestlifebrands.com, the Federal Trade Commission and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

TABLE 1 - SYSTEMWIDE OUTLET SUMMARY FOR YEARS 2022 TO 2024				
OUTLET TYPE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS AT THE END OF THE YEAR	NET CHANGE
Franchised	2022	212	218	+6
	2023	218	228	+10 ^{1,2}
	2024	228	248	+20
Company-Owned (a)	2022	0	0	0
	2023	0	1	+1
	2024	1	0	0
Total Outlets	2022	212	218	+6
	2023	218	229	+11 ^{1,2}
	2024	229	248	+ 20 19

TABLE OF CONTENTS

1.	GRANT	1
2.	TERM, RENEWAL AND EXPIRED AGREEMENT	2
3.	FEES	4
4.	OUR RESPONSIBILITIES	12
5.	YOUR RESPONSIBILITIES	15
6.	LICENSING, CERTIFICATION AND ACCREDITATION	23
7.	CUSTOMER AND LOCATION RESTRICTIONS	24
8.	TAXES.....	25
9.	PROPRIETARY MARKS	26
10.	CONFIDENTIAL MANUALS AND INFORMATION	28
11.	ADVERTISING	29
12.	INSURANCE.....	31
13.	TECHNOLOGY, RECORDS AND REPORTING	32
14.	TRANSFER OF INTEREST.....	36
15.	DEFAULT AND TERMINATION	39
16.	OBLIGATIONS UPON TERMINATION OR EXPIRATIONS	41
17.	COVENANTS.....	43
18.	YOU AS A CORPORATION OR LIMITED LIABILITY COMPANY	44
19.	INDEPENDENT CONTRACTOR AND INDEMNIFICATION.....	45
20.	APPROVALS AND WAIVERS	47
21.	NOTICES AND PAYMENTS	47
22.	ENTIRE AGREEMENTS.....	48
23.	SEVERABILITY AND CONSTRUCTION	48
24.	DISPUTE RESOLUTION.....	49

GUARANTY AND ASSUMPTION OF OBLIGATIONS

CONFIDENTIALITY AGREEMENT

ADDENDUM A – FRANCHISE OFFERING PROGRAM ELECTION

ADDENDUM B – PROTECTED TERRITORY

ADDENDUM C – CORPORATION OR LLC INFORMATION

ADDENDUM D – ELECTRONIC FUNDS TRANSFER

ADDENDUM E – DOMAIN NAMES

ADDENDUM F – HIPAA BUSINESS ASSOCIATE AGREEMENT

ADDENDUM G – SAMPLE LICENSE DATE AMENDMENT

ADDENDUM H – SAMPLE CONVERSION AMENDMENT

ADDENDUM I – SAMPLE MULTIPLE TERRITORY AMENDMENT

ADDENDUM J – SAMPLE PROMISSORY NOTE

ADDENDUM K – SAMPLE SECURITY AGREEMENT

MARYLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§14-201 – 14-233 applies, the terms of this Addendum apply.

Item 5, Additional Disclosures:

~~The Based upon the franchisor's financial condition, the~~ Maryland Securities Commissioner ~~requires us to defer payment of the~~ has required a financial assurance. Therefore, all initial ~~franchise fees~~ fees and ~~other initial~~ payments owed by franchisees ~~to the franchisor~~ shall be deferred until the franchisor ~~has completed~~ completes its pre-opening obligations under the franchise agreement, or, for certain ongoing fees including the Client Management Software Fee, Technology Fee and Google Workspace Fee, until the date that we begin providing such related services to you.

Item 17, Additional Disclosures:

Our termination of the Franchise Agreement because of your bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.).

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

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

The general release required as a condition of renewal, sale and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

The Maryland Securities Commissioner requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement, or, for certain ongoing fees including the Client Management Software Fee, Technology Fee and Google Workspace Fee, until the date that we begin providing such related services to you.

Acknowledgment Addendum:

The representations under this Acknowledgment Addendum are not intended, nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§14-201 – 14-233 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

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

Nothing in the Franchise Agreement prevents the franchisee from bringing a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Nothing in the Franchise Agreement operates to reduce the 3-year statute of limitations afforded to a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law. Further, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

The Federal Bankruptcy laws may not allow the enforcement of the provisions for termination upon bankruptcy of the franchisee.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

4. All representatives requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

5. ~~The Based upon the franchisor's financial condition, the~~ Maryland Securities Commissioner ~~requires us to defer payment of the~~ has required a financial assurance. Therefore, all initial ~~franchise fees~~ and ~~other initial~~ payments owed by franchisees ~~to the franchisor~~ shall be deferred until the franchisor ~~has completed~~ completes its pre-opening obligations under the franchise agreement, or, for certain ongoing fees including the Client Management Software Fee, Technology Fee and Google Workspace Fee, until the date that we begin providing such related services to you.

6. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchisee.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

EXHIBIT J

STATE EFFECTIVE DATES

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

STATE	EFFECTIVE DATE
California	Different Form of FDD
Florida	Effective
Hawaii	Pending Registration
Illinois	Different Form of FDD
Indiana	Pending Registration April 1, 2025
Maryland	Pending Registration
Michigan	Effective
Minnesota	Pending Registration
New York	Pending Registration
North Dakota	Pending Registration
Rhode Island	Pending Registration
South Dakota	Pending Registration
Texas	Effective
Virginia	Pending Registration
Washington	Pending Registration
Wisconsin	Pending Registration April 1, 2025

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