

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This Franchise*

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

1. Out-of-State Dispute Resolution. The franchise agreement requires you to resolve disputes with the franchisor by arbitration or litigation only in Texas. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with franchisor in Texas than in your own state.

2. Mandatory Minimum Payments. You must make minimum royalty and advertising 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 financial ability to provide services and support to you.

4. Billing for customers: The franchisor performs billing and collection for all services that you provide to your customers, whether you obtain the customer or the franchisor provides that customer to you. If accounts you service do not pay, you suffer the loss of nonpayment. If the franchisor takes action to collect payments, the franchisor does so solely at your expense.

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.

bookkeeping, accounting, advertising programs and new service procedures. You are required to attend these conferences. If you do not attend a mandatory annual conference, the conference fee is still required to be paid to Mastercare. When we hold mandatory conferences, you will be required to pay a conference fee of up to \$250 per person attending. You must pay all wages, meals, lodging and transportation expenses for you and any other employees who attend. These conferences will be held at our corporate headquarters, at another location chosen by us, or via web-based portal. Currently we do not charge a fee for web-based conferences. We estimate the cost of the travel and living expenses to attend the conferences to be between \$500 and \$1,000. We may provide other conferences from time to time, and you may be required to pay a conference fee for these additional conferences based upon the direct costs to us of retaining speakers and other direct expenses associated with the conference, but we estimate this cost to be no more than \$250 per person. You must pay all of the travel and living expenses for you and any other employees who attend. (See Section 8.05 of the Franchise Agreement).

7. We may provide additional non-required training courses (marketing, sales, etc.) through web-based seminars. These web-based training courses will cost \$149 per session. We will also provide safety training for field and office employees through online videos we upload to our training site. These safety training videos are provided free of charge but are not considered part of the Initial Training and you may not withhold payments of any required fees (such as Royalty Fees) if the programs are not working. (See Section 8.05 of the Franchise Agreement).

8. We will invoice all your accounts receivable and collect these amounts on your behalf. As such, we will determine the pricing for your particular franchise in your particular region for services performed by your personnel. (See Section 8.12 of the Franchise Agreement).

TRAINING:

Within 60 days of your signing the Franchise Agreement, or any other time as may be mutually agreed upon, train you and your designated Director as follows:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Client Care Services	Approximately 8 Hours	Approximately 4 Hours	Dallas, TX/ your location
Human Resources and Orientation	Approximately 8 Hours	Approximately 4 Hours	Dallas, TX/ your location
Franchise Administration	Approximately 3 Hours	Approximately 4 Hours	Dallas, TX/ your location
Marketing and Sales / To include Pre-Opening, Opening	Approximately 7 Hours	Approximately 3 Hours	Dallas, TX/ your location
Employee Management	Approximately 4 Hours	Approximately 2 Hours	Dallas, TX/ your location
Operations: Bookkeeping Systems, Accounting, Payroll	Approximately 4 Hours	Approximately 5 Hours	Dallas, TX/ your location

population and isolation, as determined by the latest US Census or other recognized Data Collection agency, applicable to the Designated Territory you are granted. The boundaries of your Designated Territory will be defined by zip codes and/or political or geographical boundaries. The specific street address of the Approved Location accepted by us shall be set forth in Attachment I when such location is determined.

Except for National Accounts as described below, and as long as you are not in default of your Franchise Agreement, neither Mastercare, nor any affiliate, will operate, through our current or different trademarks, any Mastercare Franchises nor grant franchises for a similar or competitive business to be located within your ~~Exclusive-Designated~~ Territory, but we have the right to do so anywhere outside your Territory. Our affiliate, Staffingpower, does not currently offer franchises, but intends to do so in the future. Staffingpower offers franchises for the operation of a business providing a variety of employment services, including flexible staffing, temporary/contract staffing, career placement, and professional search business to Institutions and may provide these employment services to medical facilities or assisted living facilities, however, they will never offer employment services to businesses which provide non-medical home health services and will not be competition to this franchise offering.

You will operate from one Approved Location and must receive our written permission before relocating. We will grant approval to relocate the Approved Location if you are in compliance with the Franchise Agreement, you have paid all money owed to us and/or our affiliates, and the proposed Approved Location meets our site selection criteria as specified in the Manual.

Once established and unless otherwise agreed to in writing, the boundaries of your Designated Territory will not be adjusted regardless of whether the population of your Designated Territory increases or decreases over time, unless (i) you cannot adequately and properly service all of your accounts; and (ii) you fail to correct any breach or violation of your Franchise Agreement; and (iii) you fail to pay your Royalty Fee or minimum monthly Royalty Fee. In which case, we may, in our sole discretion, decrease the boundaries of your Designated Territory or grant a franchise to another franchisee within your Territory. Other than disclosed above are no other circumstances that permit us to modify your Designated Territory.

Your Designated Territory does not extend to, and you may not advertise independently on, the Internet or World Wide Web. We will maintain Mastercare Web pages which will include information regarding your Franchise. You do not receive any rights to use any other channel of distribution for our products or services without our written consent. You may not solicit or market outside your Designated Territory, including alternate channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, except for social media as described below, or in conjunction with a multi-area marketing program, without our written consent.

There is a minimum Royalty Fee to encourage development of business in your territory. The minimum monthly Royalty Fee of \$1,000 per month is required. If you fail to pay the royalties or minimum royalty, our rights include the reduction of your Designated Territory and termination of your Franchise Agreement

Although franchisees may not market or solicit outside the Designated Territory, nothing should be construed in this document that would prevent customers of a franchisee from receiving services from any other franchisee of their choice, regardless of their proximity to any Designated Territory.

You do not receive the right to acquire additional franchises within your general geographic area or adjacent to your Designated Territory. Each Franchise Agreement is a separate and distinct transaction between you and us. We intend to develop a strong system of multi-unit owners. You are encouraged to purchase franchise rights to operate additional franchises outside your Designated territory. However, if you cannot adequately and properly service all of your accounts within your Designated Territory due to an increase in population, then we may, in our sole discretion, decrease the boundaries of your Designated Territory or grant a franchise to another franchisee within your Territory. Provided you are in compliance with your Franchise Agreement, and you are adequately and properly servicing all of your accounts, you will receive the right of first refusal to purchase the additional franchise created within your territory.

If we engage in electronic commerce through any Internet, World Wide Web or other computer network site or sell through any other alternative distribution channel, and we receive orders for any System products or services calling for service or performance in your Territory, then we will offer the order to you at the price we establish. If you choose not to fulfill the order or are unable to do so, then we, one of our affiliates or a third party we designate (including another franchisee) may fulfill the order, and you will be entitled to no compensation in connection with this.

Reservation of Rights:

We reserve the right, among others:

1. To own, franchise, or operate Franchises at any location outside of the Designated Territory, regardless of the proximity to your Franchise;
2. To use the Marks and the System to sell any equipment or services, or supplies similar to those which you will sell, through any alternative channels of distribution within or outside of the Designated Territory. This includes, but is not limited to, other channels of distribution such as television, mail order, catalog sales, wholesale sale to unrelated franchises, or over the Internet. We exclusively reserve the Internet as a channel of distribution for us, and you may not independently market on the Internet or conduct e-commerce;
3. To purchase or be purchased by, or merge or combine with, any business, including a business that competes directly with your Franchise, wherever located; and
4. To implement multi-area marketing programs which may allow us or others to solicit or sell to customers anywhere. We also reserve the right to issue mandatory policies to coordinate such multi-area marketing programs.
5. To periodically designate “National Accounts” in the Operations Manual or elsewhere and to implement the policies described in this paragraph. A “National Account” is an institutional entity which owns, manages, controls, services or otherwise has responsibility for buildings, clients or customers in more than one location and whose presence is not confined within any one particular franchisee's Designated territory. We have the exclusive right to negotiate and enter

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 franchisee 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.

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 the franchisor's management by contacting Anwar Kazi, at 7920 Belt Line Rd., Ste. 720, Dallas, TX 75254 and (855) 840-CARE; and (855) 840-CARE and 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 2021 to 2023 (As of December 31 of each year)

OUTLET TYPE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS AT THE END OF THE YEAR	NET CHANGE
Franchised	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Company-Owned	2021	5	5	0
	2022	5	5	0
	2023	5	5	0
Total Outlets	2021 2020	4	5	+1
	2022 2021	5	5	0
	2023 2022	5	5	0

Table No. 2
Transfers of outlets from Franchisees to New Owners (other than the Franchisor)
For years 2021 to 2023 (As of December 31 of each year)

STATE	YEAR	NUMBER OF TRANSFERS
Total Outlets	2021	0
	2022	0
	2023	0

**Table No. 3
Status of Franchised Outlets**

For years 2021 to 2023 (As of December 31 of each year)

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	TERMINATIONS	NON-RENEWALS	REACQUIRED BY FRANCHISOR	CEASED OPERATIONS- OTHER REASONS	OUTLETS AT END OF THE YEAR
Texas	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	1	0
	2023	0	0	0	0	0	0	0
Total Outlets	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	1	0
	2023	0	0	0	0	0	0	0

Table No. 4

Status of Company-Owned Outlets *

For years 2020 to 2023 (As of December 31 of each year)

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	OUTLETS REACQUIRED FROM FRANCHISEES	OUTLETS CLOSED	OUTLETS SOLD TO FRANCHISEES	OUTLETS AT END OF THE YEAR
Hawaii*	2021	4	0	0	0	0	4
	2022	4	0	0	0	0	4
	2023	4	0	0	0	0	4
Texas*	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
Total Outlets*	2021	5	0	0	0	0	5
	2022	5	0	0	0	0	5
	2023	5	0	0	0	0	5

*Outlets are owned by Mastercare, Inc.

TABLE NO. 5

PROJECTED OPENINGS AS OF DECEMBER 31, 2024

State	Franchise Agreements Signed But Outlet Not Open	Projected New Franchised Outlets In the Next Fiscal Year	Projected New Company-Owned Outlets in the current Next Fiscal Year
California	0	1	0
Colorado	0	2	0
Florida	0	1	0
New York	0	4	1
Texas	0	4	1
TOTALS	0	12	2

The names of all current franchisees and the addresses and telephone numbers of their outlets as of December 31, 2023, are: None.

Below lists the names of all company and affiliate owned outlets and the addresses and telephone numbers of their outlets as of December 31, 2023, are the following:

Office Name	Address	City, Zip Code	State	Phone No.
Mastercare Inc. - Big Island	395 Kilauea Ave, Suite B-3	Hilo, 96720	Hawaii	(808) 935-2230
Mastercare Inc. - Maui	210 Imi Kala St	Wailuku, 96793	Hawaii	(808) 244-0500
Mastercare Inc. - Kauai	4370 Kukuiqrove St, Suite #106	Lihue, 96766	Hawaii	(808) 246-9116
Mastercare Inc.	1314 South King St Ste 424	Honolulu, 96814	Hawaii	(808) 597-1564
Mastercare Inc. – Dallas	7920 Belt Line Road	Dallas, 75254	Texas	(972) 483-2501

Below 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 an outlet terminated, canceled or 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. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system. None

Confidentiality Agreements:

During the last three fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

Associations and/or Organizations:

There are no trademark-specific franchisee organizations associated with the franchise system being offered which we have created, sponsored or endorsed.

There are no independent franchisee organizations that have asked to be included in this disclosure document.

**ITEM 21
FINANCIAL STATEMENTS**

Attached to the Disclosure Document as Exhibit A are our audited financial statements as of December 31, 2023, and December 31, 2022, and December 31, 2021.

Attached to the Disclosure Document as Exhibit A-I are the audited financial statements of our affiliate, Mastercare, Inc., as of December 31, 2023, ~~and~~ December 31, 2022, and December 31, 2021. Mastercare Inc. guarantees the performance of the Franchise offering by Mastercare Franchising, LLC as shown on the attached Guarantee of Performance.

Also ~~included~~ attached to Exhibit A-1 are the unaudited financial statements for our affiliate, Mastercare, Inc. for the period January 1, 2024, through April 30, 2024. THESE FINANCIAL

STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

Attached as Exhibit A-II are our unaudited financial statements for the period January 1, 2024, through April 30, 2024. THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

The fiscal year end for both Mastercare Franchising, LLC and Mastercare, Inc is December 31.

ITEM 22 CONTRACTS

Attached to this Disclosure Document are the following contracts:

Exhibit B	Franchise Agreement	
	Attachment I	Fee, Premises and Territory Addendum
	Attachment II	Electronic Payment Authorization
	Attachment III	Proposed Trade Name and Delegation of Authority
	Attachment IV	Confidentiality and Covenant Not to Compete Agreement
	Attachment V	Collateral Assignment of Lease
	Attachment VI	Collateral Assignment of Telephone Numbers
	Attachment VII	Internet Web Sites and Listings Agreement
	Attachment VIII	Full and Final Mutual Release
	Attachment IX	Americans with Disabilities Act
	Attachment X	Assignment of Agreement to an Entity

ITEM 23 RECEIPT

Included as the last document of this Disclosure Document is a detachable Receipt to be signed by you.

UNAUDITED FINANCIAL REPORT

FOR THE PERIOD JANUARY 1, 2024, THROUGH APRIL 30, 2024

~~THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.~~

Franchisor may provide other conferences from time to time, and Franchisee may be required to pay a conference fee for these additional conferences based upon the direct costs to Franchisor of retaining speakers and other direct expenses associated with the conference, but Franchisor estimates this cost to be no more than \$250 per person. In addition, Franchisor may provide some non-required training courses (marketing, sales, etc.) through web-based seminars. These web-based training courses will cost \$149 per session.

5.09 Accounts Receivable/Collections. Franchisor will bill all your accounts receivable and collect these amounts on your behalf. You pay to us a fee of 1.5% of total revenues collected, which we will deduct from your remittance. We will remit payment once weekly on Wednesday for the preceding calendar week. We provide:

- a) Complete Accounts Receivable and Collection Services including:
 - i) Billing/invoicing all clients for all services provided to clients by you
 - ii) Collection of all client payments.
 - iii) Administer all client contacts, invoices, payments and receivables. Franchisee will have independent access to all reports via the software. Franchisee is responsible for uploading all client contracts to the server.

Franchisor will remit to the Franchisee any balance due after deductions on Wednesday of each week for the preceding calendar week. The amount remitted to you will be and figured as follows:

- b) From Adjusted Gross Billings received from your Customers, We will deduct:
 - i) Royalties owed to Us. If for any reason you collect any payment directly from an account, you must report it to Mastercare and pay the applicable royalty and other fees, or we will deduct it from amounts we bill accounts you service. You are responsible for direct payment of the royalty on any amounts not paid by accounts you service and for all other amounts due by you to Mastercare if amounts collected in any month are insufficient to cover the amount due
 - ii) All Overnight Delivery Costs, Wire Fees, Credit Card Fees, Credit Report Fees, and
 - iii) Any other Direct Costs incurred by Us and All Other Sums Owed to Us, including any fees for the National Marketing Fund, once implemented.

In the event that the balance is negative, you will pay said sum to Mastercare immediately after being notified of the negative balance. Mastercare will have the right to set off any negative balance against any obligations owed by Us to you or any affiliate of Franchisee.

5.10 Liquidated Damages: Franchisee will promptly pay us within 45 days after the effective date of termination liquidated damages equal to the average monthly Royalty Fees you paid or owed to us during the 12 months of operation preceding the effective date of termination multiplied by the number of months remaining in the Agreement had it not been terminated.

5.11 Taxes and Debts. Franchisee will promptly pay when due all taxes, fees, debts, expenses, and assessments of the Outlets, including payroll taxes. Franchisee will not permit a tax sale, seizure, levy, execution, bankruptcy, assignment of assets for or by creditors, or similar action to occur.

8.09 Modification of System. Franchisor will periodically continue to improve, modify, and revise the Manual and the specifications, standards, and operating procedures and rules of the System, as set forth in Sections 2.02 and 7.04.

8.10 Central Purchasing. Franchisor reserves the right to implement a purchasing system for franchisees and negotiate prices and terms with suppliers and to receive rebates from such purchases by Franchisees. Franchisor may utilize such rebated funds in any manner it chooses in Franchisor's sole discretion.

8.11 Web Site. Franchisor will provide information regarding Franchisee's Business on its Web site, as set forth in Section 9.02.

8.12 Pricing and Accounts Receivable. Franchisor will conduct all invoicing, billing and collection of payments from Franchisee's accounts. Franchisor will determine the price of any services provided by Franchisee.

9. SOLICITATION AND ADVERTISING

9.01 Except as stated in this paragraph, Franchisee may not directly market to or solicit customers who reside outside the Designated Territory. However, Franchisee will have the exclusive right to service customers within the Designated Territory except through the Internet generated by Multi-Area Marketing Programs.

9.02 Franchisee Advertising. Franchisee is required to spend between \$2,000 and \$8,000 per month on local advertising and promotion.

Franchisee may, also be required to participate, at Franchisee's expense, in any National Advertising Fund (Fund), Multi-Area Marketing Programs (MAM Programs) or Regional Advertising Cooperative (Co-Op), as determined by Franchisor. Franchisee's requirement to contribute to such Fund or Programs (combined) will not exceed 2% per month of Franchisee's Gross Revenues. Contributions to a Co-Op will be determined by the Franchisees within the Designated Marketing Area. All expenditures will be reported to Franchisor at such times and in such manner as Franchisor specifies, including by electronic means. Subject to this Section, Franchisee may not advertise in any media with a primary circulation outside Franchisee's Designated Territory, except with Franchisor's written consent and with the reasonable consent of any franchisee whose territory is reached by the media. However, Franchisee may advertise in media whose circulation is primarily inside Franchisee's Designated Territory, even if it also reaches outside Franchisee's Designated Territory. All Internet marketing is a part of Multi-Area Marketing Programs and must be coordinated through and approved by Franchisor. You may not market independently on the Internet or acquire an independent Internet domain name or Web site, but Franchisor will include Franchisee's Franchise on its Web site.

9.03 Advertising and Marketing Materials. Franchisor will provide Franchisee with reasonable amounts of advertising and marketing materials which may include, but are not limited to, video and audiotapes, multimedia, print-ready advertising materials, posters, banners, and other items. Franchisee must purchase any additional copies of advertising and marketing materials. Franchisee may develop and produce additional advertising and marketing materials, at

EXHIBIT F

MASTERCARE FRANCHISING, LLC

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	AS AMENDED
California	Pending July 12, 2024	
Hawaii:		
Illinois	Pending July 9, 2024	
Indiana		
Minnesota	Pending	
Maryland	Pending	
New York:	Pending July 24, 2024	
North Dakota		
Rhode Island		
South Dakota		
Virginia:	Pending	
Washington:	Pending	
Wisconsin:		

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.