

## FRANCHISE DISCLOSURE DOCUMENT



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The franchise is the right to establish and operate an urgent and accessible primary care management business that will provide certain non-clinical administrative services to a professional entity, which will, through independent physicians and professionally licensed healthcare persons or entities and subject to applicable laws, provide various levels and kinds of medical and related patient care and wellness services.

The total ~~initial~~ investment necessary to begin operation of a new American Family Care center ranges from \$948,250 to \$1,514,000. This includes \$225,000 to \$306,000 that must be paid to the franchisor or its affiliates.

The total investment necessary to ~~acquire the area development rights is estimated to be~~ begin operation of an AFC franchised business under the ADA is \$47,500 ~~(to develop a minimum of 3 outlets), all of which. This includes \$47,500 that~~ must be paid to the franchisor or its affiliates (s). This amount is in addition to the total initial investment for the first American Family Care center.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Franchise Sales at 3700 Cahaba Beach Road, Birmingham, Alabama 35242 and (205) 403-8902.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issued: April 29, 2026

Provision	Section in franchise or other agreement	Summary
		personnel; all obligations to us satisfied; and your and your owners' compliance with non-compete obligations.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 12.5	We have the right of first refusal, if you determine to sell or transfer your interest in the franchisee, the Franchise Agreement or the Center.
o. Franchisor's option to purchase franchisee's business	Section 15.5	We have the right upon termination or expiration to purchase all your assets from the Center at a purchase price equal to their fair market value.
p. Death or disability of franchisee	Section 12.4	Your estate must transfer your interest in the Center to a third party we approve, within 12 months after death or disability. Your estate must appoint a manager within 30 days of death or disability and an Operating Principal within 90 days after death or disability; subject to state law.
q. Non-competition covenants during the term of the franchise	Section 7	<p><u>Subject to applicable laws,</u> <del>Y</del>you, your owners, and your and your owners' immediate family members cannot engage in Competitive Business (except own less than 5% ownership interest in a competing publicly traded company); be or perform services as a director, officer, manager, employee, consultant, representative, or agent for a Competitive Business; divert or attempt to divert any actual or potential business or customer of any Center to a Competitive Business; interfere or attempt to interfere with our or our affiliates' relationships with any vendors, franchisees, or consultants; or engage in any other activity which might injure the goodwill of the Marks or System or directly or indirectly, appropriate, use or duplicate the System or System Standards. <u>The above obligation is subject to applicable laws.</u></p> <p>“Competitive Business” – means (i) any urgent or primary care center, or a business that offers or provides urgent and/or primary care or management services for an urgent care center, or any other product or service or management service that is similar to the services and products authorized to be offered, sold or provided under the Marks and the System; or (ii) any business that grants franchises or licenses to others to operate the</p>

Provision	Section in area development agreement	Summary
		as applicable) then-current principal place of business (currently, Hoover, Alabama). These provisions are subject to applicable state law.
v. Choice of forum	Section XIV.A.	Subject to applicable state law, you must sue us in the state where our or, as applicable, our successor's or assign's corporate headquarters are located (currently Hoover, Alabama).
w. Choice of law	Section XI	Alabama law, subject to applicable state law.

**ITEM 18**  
**PUBLIC FIGURES**

We do not use any public figures to promote our franchise.

**ITEM 19**  
**FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

As of December 31, 2025, 80 Centers were owned and operated by our affiliates ("Affiliate Owned"). For purposes of this Item 19, we have excluded 1 Affiliate Owned Center that initially commenced business in 2025, and therefore, did not operate for the entire calendar year. The remaining 79 Affiliate Owned Centers that operated for the entire calendar year 2025 are included in the Data Set (as defined below) for this Item 19.

As of December 31, 2025, 327 Centers were owned and operated by third-party franchisees ("Franchisee Owned"). For the purpose of this Item 19, we excluded (i) 34 Franchisee Owned Centers that commenced operations for the first time in 2025, and therefore, did not operate for the entire year in 2025; and (ii) 2 Franchisee Owned Centers that were temporarily closed during 2025, and therefore, did not operate for the entire year in 2025. The remaining 291 Franchisee Owned Centers that operated for the entire calendar year 2025 are included in the Data Set for this Item 19. This includes 2 Centers that were sold by our affiliates to the franchisees in 2025 and they operated for the entire year in 2025. We included these 2 Franchisee Owned Centers in the Data Set because their performance was not materially different when they were owned by our affiliates or our franchisees.

As a result, the data set ("Data Set") for this Item 19 comprises of 79 Affiliate Owned Centers and 291 Franchisee Owned Centers. [Except as described below, there is no material difference between the Affiliate Owned Centers and Franchisee Owned Centers with respect to the data described below.](#)

*[Remainder of Page Intentionally Left Blank]*

**ITEM 20**  
**OUTLETS AND FRANCHISEE INFORMATION**

**Table 1**  
**Franchise Outlet Summary**  
**For years 2023 to 2025\*\***

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	217	275	+58
	2024	276	306	+30
	2025	306	327	+321+21
Company-Owned*	2023	79	82	+3
	2024	82	82	+0
	2025	82	80	-2
Total Outlets	2023	296	357	+61
	2024	357	387	+30
	2025	387	407	+20

\*We do not own or operate any Centers. Therefore, all references to Company-Owned outlets in this Item 20 means Centers that are owned and operated by our affiliates.

\*\* Table 1 reflects data for fiscal years 2023 (December 1, 2022 - November 30, 2023), 2024 (December 1, 2024 – December 31, 2024), and 2025 (January 1 - December 31, 2025).

**Table 2**  
**Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)**  
**For years 2023 to 2025\***

State	Year	Number of Transfers
California	2023	2
	2024	0
	2025	1
Colorado	2023	0
	2024	0
	2025	6
Florida	2023	11
	2024	0
	2025	0
Illinois	2023	1
	2024	0
	2025	0
Iowa	2023	1
	2024	0
	2025	0
Missouri	2023	0
	2024	1
	2025	0
New Hampshire	2023	0
	2024	1
	2025	0
New York	2023	2

A franchisee may bring a suit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

7. The following is added to the end of Section 17.9 under the heading “Limitation of Claims” of the Franchise Agreement:

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

~~8. Section 26 of the Franchise Agreement, under the heading “ACKNOWLEDGMENTS” shall be amended by the following:~~

~~All representations requiring prospective franchisees to assent to a release, estoppel or waiver of any 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.~~

8. ~~9~~-No statement, questionnaire, or acknowledgment 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 in connection with the franchise.

(signature page follows)