

FRANCHISE DISCLOSURE DOCUMENT



MilliCare Franchising, LLC
(A Delaware Limited Liability Company)
6700 Forum Drive, Suite 150
Orlando, FL 32821
800-883-0154
www.MilliCare.com

The franchise offered is for a MilliCare® Floor & Textile Care business which will provide interior finishes and interior furnishings, tile and grout, and related services in commercial, industrial, and office properties.

The total investment necessary to begin operation of a new MilliCare® franchise is \$201,000 to \$253,000. This includes \$49,000-~~\$56,500~~\$52,000 that must be paid to us.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Justin Ghadery at MilliCare Franchising, LLC, 6700 Forum Drive, Suite 150, Orlando, Florida 32821.

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

Issuance Date: April 1, 2026

Special Risks to Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration or litigation only in Florida. 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 franchisor in Florida than in your own state.
2. **Financial Condition.** The guarantor'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.
3. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
4. **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.**

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

Note 3: Opening Inventory of uniforms, marketing items, equipment, supplies and chemicals for carpet, fabric, and floor cleaning services, and for performance coatings, and tile and grout cleaning/maintenance processes and services. The estimate varies based on shipping costs and local tax rates.

Note 4: You must lease space for your business. The low end is a climate-controlled 200 sq foot storage facility, and the high-end is a 1,000 sq foot office and warehouse combo. We estimate that a office/warehouse will range between \$10 a square foot and \$24 a square foot. Some markets may experience higher or lower lease rates. Rental charges and terms will vary. You should consult a local real estate expert. Provided your proposed location for the Business satisfies our site selection criteria, we will not unreasonably withhold our acceptance of the site. If you have two MilliCare® franchise with contiguous Marketing Territories, you may not be required to have a separate warehouse for each franchise.

Note 5: The cost of the tenant improvements will depend on the size, location, and condition of the premises, and landlord contributions, if any. Your cost will be a function of the condition of the real estate and the extent of the necessary improvements. The low end assumes space requiring minimal changes to conform the space to an office and warehouse. The high end assumes a space requiring a greater degree of modifications.

Note 6: The number of vehicles depends on the size and location of your business operations. You are required to own or lease at least one cargo van with a bulkhead, such as a Transit-350. You may lease, or you also have the option to acquire a 2021 or newer model with under 60,000 miles. The range in the table above includes the first three months of estimated lease payments (based upon a 5-year lease). The amount you will pay will depend on the amount of your down payment (if any). Your expenses may be higher than the estimate, depending on whether you purchase or lease a new vehicle. The vehicles must be painted and wrapped according to our color and design specifications, and the trademarks must be professionally applied before the vehicle is put into service. We estimate the wrap and installation will cost \$3,000. We also estimate monthly expenses of \$600 or gas, insurance, and service and repair.

Note 7: Includes computer hardware, software, and peripheral equipment, the monthly Technology Fee, and telephone hardware and services.

Note 8: Includes insurance, business license fees, security deposits, utilities, incorporation fees, and Internet access service fees.

Note 9: You must engage in local advertising of at least \$1,500 per month. You should begin advertising at least 60-days prior to the opening of your business or expend such funds as we direct. The estimate is for the two months prior to opening and the three months thereafter. If paid to the Company, the Company will expend those funds on your behalf in its sole discretion. You may spend additional amounts on other pre-opening advertising that is arranged or approved by the Company.

Note 10: This amount of working capital is projected as sufficient to cover initial operating expenses, payroll costs, royalty, national marketing fund fees, security deposits, professional fees, business licenses or permits, networking association fees, insurance, and any other general business expenses for a period of 3 months. The estimate of additional funds does not include an owner's salary or draw. These figures are estimates only.

This estimate is based on our franchisees' experiences and our estimate of average costs and market conditions prevailing as of the date of this Disclosure Document. ~~Actual costs may vary and may be affected by factors beyond our control, including tariffs, inflation, supply chain disruptions, and changes in vendor pricing.~~

This estimates your initial start-up expenses for the initial phase of three months. It is based on our franchisee's experience and our estimate of average costs and market conditions prevailing as of the date of this Disclosure Document.

**VIRGINIA ADDENDUM
TO THE FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF VIRGINIA**

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

~~The Virginia State Corporation Commission's Division of Securities and Retail Franchising 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.~~

~~The following statements are added to Item 17.h:~~

~~Under Item 17, Additional Disclosure.~~

~~Any provision in any of the contracts that you sign with us which provides for termination of the franchise upon the bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. 101 et. seq.).~~

~~“According to Section 13.1- 564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be ~~enforced~~ enforceable.”~~

~~“Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.”~~

~~“Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act, it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.”~~

~~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.~~

~~*****THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*****~~The disclosure document, franchise agreement, development agreement and any document signed in connection with the franchise are supplemented with the following language:~~~~

~~No statement, questionnaire,~~

VIRGINIA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 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:

“According to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.”

“Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.”

“Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act, it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.”

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

3. 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.

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

[SIGNATURES ON FOLLOWING PAGE]

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 or Multi-Unit Agreement, the terms and conditions of this Addendum shall apply.

The undersigned does hereby acknowledge receipt of this addendum.

FRANCHISOR: MILLICARE FRANCHISING, LLC

By: _____ Date: _____

Its: _____

FRANCHISEE: _____

By: _____ Date: _____

Its: _____

~~***THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK***~~

EXHIBIT L: STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or otherwise be exempt from registration: California, Florida, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Nebraska, New York, North Dakota, Rhode Island, South Dakota, Texas, Utah, Virginia, Washington, and Wisconsin. This disclosure document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

CALIFORNIA	Pending <u>April 30, 2026</u>
HAWAII	Not Registered
ILLINOIS	Pending <u>April 19, 2026</u>
INDIANA	Pending <u>Effective</u>
MARYLAND	Pending
MICHIGAN	Pending <u>Effective</u>
MINNESOTA	Pending
NEW YORK	Pending
NORTH DAKOTA	Pending <u>Effective</u>
RHODE ISLAND	Pending <u>Effective</u>
SOUTH DAKOTA	Pending <u>Effective</u>
VIRGINIA	Pending
WASHINGTON	Pending
WISCONSIN	Pending <u>April 19, 2026</u>

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.