

	<b>Provision</b>	<b>Section in Franchise Agreement</b>	<b>Summary</b>
r.	Non-competition covenants after the franchise is terminated or expires	Articles 16 & 18 (if applicable)	For 24 months, You must not compete with us within 20 miles of the boundaries of any franchise owner solicit or divert any of our customers, referral sources, caregivers or vendors or customers, referral sources, caregivers or vendors or customers of any other franchisee, disclose any trade secrets, subject to state law. For 24 months, you will not be employed by or in business with any person or entity that engages in business activities that are in competition with the Licensed Business, subject to state law.
s.	Modification of the agreement	Article 21	Only by written agreement; we may modify the Agreement at any time.
t.	Integration/merger clause	Article 21	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
u.	Dispute resolution by arbitration or mediation	Article 19	Except for actions for the sole purpose of collecting unpaid monies, including franchise fees, royalties or marketing fees or to enforce trademark or trade secret rights and covenants against competition, we will settle all disputes with you by Arbitration, which will only occur after the parties try informally to resolve the dispute and participate in mediation.
v.	Choice of forum	Articles 19 & 21	Subject to state law, litigation or arbitration must be in the state of California.
w.	Choice of law	Article 21	Subject to state law, California state law applies

## **Item 18. Public Figures**

We do not currently use any public figure 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.

This financial performance representation discloses certain 2024 sales information and cost and expense in formation of the one of two affiliate-owned Agencies and is a historic representation based on the past performance of existing outlets. One affiliate owned Agency has been excluded from this financial performance representation because it was not open for the full 12 months of 2024.

This financial performance representation also discloses 2024 gross revenues (as defined below) information for the twenty (out of a total of twenty-five) franchisee-owned Agencies that had been open and in operation for 12 full calendar months as of December 31, 2024. The other three franchisee-owned Agencies had not been in operation for 12 full consecutive calendar months as of December 31, 2024.

The affiliate-owned Agency in San Diego, California has been open and operating for over 20 years and the franchise locations in this item have been open and operating for between 1 and 9 years. The affiliate-owned Agency in San Diego, California reflects a business operation that operates four typical contiguous franchise territories as one integrated business. Our affiliate also offers health and “skilled” services, which are services that you may be permitted to offer once you have operated your business for at least one year.

The franchisee-owned Agencies included in this financial performance representation are substantially similar to the Agencies for which we are offering franchises in this disclosure document and, as of the date of this disclosure document, the goods and services offered are substantially similar to those that are to be offered and sold by our franchisees.

Agencies operating under the enhanced support services model include Fresno, California; Burbank, California; Redondo/Lomita, California; Denver, Colorado; Boca Raton, Florida; Cincinnati, Ohio; West Dallas, Texas; Greenville, South Carolina. No agencies have been given permission to offer skilled services.

Gross Revenue Generated by Franchised Outlets		
1	Chattanooga, TN	\$ 2,452,370.05
2	Boise, ID	\$ 2,156,547.76
3	Fort Worth, TX	\$ 1,483,872.74
4	Wichita, KS	\$ 1,438,794.50
5	South Orange County, CA	\$ 1,282,548.98
6	Burbank, CA	\$ 1,172,441.57
7	Boca Raton, FL	\$ 934,370.04
8	Inland Empire, CA	\$ 848,880.02
9	Raleigh, NC	\$ 830,183.43
10	West Dallas, TX	\$ 829,335.96
11	Summerlin, NV	\$ 630,225.07
12	Fresno, CA	\$ 585,727.70
13	North San Diego, CA	\$ 460,349.23
14	South Denver, CO	\$ 399,922.00
15	San Gabriel Valley, CA	\$ 315,474.95
16	Greenville, SC	\$ 236,510.46
17	Milwaukee, WI	\$ 201,214.00
18	San Fernando Valley, CA	\$ 166,430.92
19	Southwest Houston, TX	\$ 146,107.07
20	Cincinnati, OH	\$ 96,177.00

Key Statistics - 2024 Fiscal Year	
<b>Top Performer</b>	\$2,452,370.05
<b>Median</b>	\$729,780.52
<b>Average</b>	\$833,374.17

Affiliate Agency Financial Results-2024*	
Item	Amount
<b>Gross Sales</b>	\$6,575,388
<b>Cost of Goods Sold</b>	\$3,666,285
<b>Gross Profit</b>	\$2,909,103
<b>Expenses</b>	\$1,794,187
<b>Net Ordinary Income</b>	\$1,114,916
<b>Assumed Royalty</b>	\$302,142
<b>Assumed Marketing Fee</b>	\$65,754
<b>Adjusted New Ordinary Income</b>	\$747,020

\*The above table represents the combined figures of the affiliate owned ABS outlets in San Diego, California and Phoenix, Arizona.

**Some Agencies have sold this amount. Your individual results may differ. There is no assurance that you will earn as much.**

The gross revenues financial performance representation figures do not reflect the costs of sales, operating expenses or other costs or expenses that must be deducted from the gross revenues figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised business. Franchisees or former franchisees listed in the disclosure document may be one source of this information.

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Except as provided in this Item, 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 Kurt Buske at 8929 Complex Drive San Diego, California 92123 (619) 585-9011, 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 2022-2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	19	27	+8
	2023	27	25	-2
	2024	25	27	+2
Company Owned	2022	1	1	0
	2023	1	2	+1
	2024	2	2	0
Total	2022	20	28	+8
	2023	28	27	-1
	2024	27	29	+2

TABLE NO. 2

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)  
For years 2022-2024

State	Year	Number of Transfers
California	2022	0
	2023	1
	2024	1
Texas	2022	1
	2023	0
	2024	0
Total	2022	1
	2023	1
	2024	1