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DEPARTMENT OF BUSINESS OVERSIGHT SAN FRANCISCO

FRANCHISE DISCLOSURE DOCUMENT

CareBuilders At Home, Inc

a Georgia corporation
1983 Marcus Avenue, Suite E-122
Lake Success, New York 11042
(516) 750-1600
www carebuildersathome com
businessdevelopment@atchealthcare com

With this Franchise Disclosure Document ("Disclosure Document"), CareBuilders At Home, Inc is offering a franchise to use certain designated trademarks, proprietary products and services, sales and marketing techniques, and methods of operation The franchise is to operate a "CareBuilders At Home" Franchised Business that provides non-medical in-home care services, including companionship, meal preparation, light housekeeping, grocery shopping and other forms of incidental transportation, grooming and assistance with recreational activities, personal care services related to core activities of daily living, such as eating, bathing, walking, and dressing and ancillary services including in-home emergency monitoring and medication management systems as well as assisted living guidance and senior placement services

The total investment necessary to begin operation of a CareBuilders At Home franchise is \$97,000 to \$155,800 This includes \$39,800 to \$44,800 that must be paid to the franchisor and/or its affiliate

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 the 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 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 David Savitsky at 1983 Marcus Avenue, Suite E-122, Lake Success, New York 11042 and (516) 750-1600

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, DC 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 January 29, 2018

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT

Call the state franchise administrator listed in Exhibit A for information about the franchisor or about franchising in your state

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW

Please consider the following RISK FACTORS before you buy this franchise

1 THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN NEW YORK OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN NEW YORK THAN IN YOUR OWN STATE

2 THE FRANCHISE AGREEMENT STATES THAT NEW YORK LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW YOU MAY WANT TO COMPARE THESE LAWS

3 THERE MIGHT BE OTHER RISKS CONCERNING THIS FRANCHISE

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise A franchise broker or referral source represents us, not you We pay this person a fee for selling our franchise or referring you to us You should be sure to do your own investigation of the franchise

STATE EFFECTIVE DATES

The following states require that this 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 Disclosure Document is either registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates

California	
Connecticut	Trademark Exempt
Florida	
Hawaii	N/A
Illinois	
Indiana	
Kentucky	March 2, 2012
Maine	Trademark Exempt
Maryland	pending
Michigan	
Minnesota	
Nebraska	January 17, 2012
New York	January 20, 2012, amended as of August 14, 2017
North Carolina	Trademark Exempt
North Dakota	
Rhode Island	
South Carolina	Trademark Exempt
South Dakota	
Texas	January 17, 2012
Utah	
Virginia	
Washington	
Wisconsin	

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<u>EXHIBITS</u>

ITEM 1
THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor

The franchisor is CareBuilders At Home, Inc ("we," "us", or "our ') "You" means the person to whom we grant a franchise If you are a corporation, partnership, limited liability company or other entity, your owners must sign our form of Guaranty attached to the Franchise Agreement If your owners sign the Guaranty, all of the provisions of the Agreement also will apply to your owners

We are a corporation incorporated in Georgia on February 8, 2011 as "ATC At Home, Inc ", and on August 27, 2012 we changed our name to "CareBuilders At Home, Inc " Our principal business address is 1983 Marcus Avenue, Suite E-122, Lake Success, New York 11042 We operate under our business name and the trademarks described in Item 13 (the "Marks") and no other name We do not currently own or operate a business of the type being franchised We have offered CareBuilders At Home franchises since January 2012

In this Disclosure Document we offer single unit franchises only We offer area representative opportunities under a separate Disclosure Document since August 2015

Our agents for service of process are disclosed in Exhibit A

Our Parents, Predecessors and Affiliates

We are a wholly owned subsidiary of ATC Healthcare, Inc (our ' Parent"), a Delaware corporation organized in 1983, with a principal place of business at 1983 Marcus Avenue, Lake Success, New York 11042 Our Parent was originally organized under the name Staff Builders, Inc , and changed its name to ATC Healthcare, Inc on August 2, 2001

Our first affiliate is ATC Healthcare Services, Inc (' Affiliate"), a Georgia corporation headquartered at 1983 Marcus Avenue, Lake Success, New York 11042 and a wholly owned subsidiary of our Parent Our Affiliate does not own or operate a CareBuilders At Home Business Our Affiliate has, since May 1996, offered franchises to operate businesses specializing in providing medical supplemental staffing solutions to health care organizations under the name and mark "ATC Healthcare Services", and it also owns and operates three ATC Healthcare Services businesses In addition, our Affiliate also operates a long-term temporary staffing business ("ATC Travel") which places nurses and other healthcare personnel on a long term temporary basis to work in a specific location where they do not reside Our Affiliate does not offer franchises for ATC Travel businesses As of its fiscal year ended February 28, 2017, our Affiliate had 31 ATC Healthcare Services franchises in operation Our Affiliate has not operated or offered franchises for any other types of business

Our second affiliate is ATC Physician Services, Inc , a Delaware corporation headquartered at 1983 Marcus Avenue, Lake Success, New York 11042 and also a wholly owned subsidiary of our Parent ("ATCPS") ATCPS is a newly formed company that will place physicians on short term and long term assignments (also known as *locum tenens*), and provides permanent placement services for physicians ATCPS does not own a CareBuilders At Home Business, nor has it offered franchises in this or any other line of business

For more than 10 years before October 1999, our Parent (either directly or through wholly owned subsidiaries) operated and franchised both home health care agency businesses and temporary staffing businesses Our Parent separated its home health care businesses (including any temporary staffing performed in connection with the home health care business) from the ATC temporary staffing business in October 1999 The separation was accomplished by our Parent's formation of a new wholly owned subsidiary, Tender Loving Care Health Care Services, Inc ("TLC"), which acquired 100% of the outstanding capital stock of our Parent's subsidiaries that were then operating in the home health care business (including temporary staffing) As a result of this transaction, TLC was spun off from our Parent and was no longer a wholly owned subsidiary of our Parent To the best of our knowledge, TLC is not currently offering franchises

One of our Parent's former subsidiaries (and for periods before 1987, a subsidiary of its predecessors), Staff Builders International, Inc ("International"), headquartered at 1983 Marcus Avenue, Suite E-122, Lake Success, New York 11042 and which is currently a subsidiary of TLC, offered franchises to operate a temporary staffing business as part of a Staff Builders Health Care Services (home health care) franchise from 1971 through May 1996 International also offered separate franchises to operate a temporary staffing business under the name Staff Builders Medical Staffing Services from April to July 1994 From July 1994 through May 1996, International offered franchises to operate a temporary staffing services business under the name ATC Healthcare Services

Periodically between 1971 and 1999, our Parent (directly or through subsidiaries) operated temporary staffing businesses as part of the Staff Builders Health Care Franchised Businesses (home health care businesses) From 1971 through 1999, International offered franchises to operate Staff Builders Health Care Services, to the best of our knowledge International is not currently offering these franchises

The Franchise Offered

We offer franchises for businesses operating under the "CareBuilders At Home' name and other Marks (the "Franchised Business" or the "CareBuilders At Home Business") CareBuilders At Home Businesses provide non-medical in-home care services, including companionship, meal preparation, light housekeeping, grocery shopping and other forms of incidental transportation, grooming and assistance with recreational activities, personal care services related to core activities of daily living, such as eating, bathing, walking, and dressing, as well as ancillary services including in-home emergency monitoring and medication management systems as well as assisted living guidance and senior placement services (the "Services") Your Franchise Business may offer private pay "basic medical services" such as monitoring vital signs, the handling and dispensing of medications as permitted under the licensure requirements established by the state in which you operate, the licenses held by the clinician and the protocols established by the Franchisor Your Franchised Business may not offer or provide medical services or medical services staffing Your Franchised Business will solicit clients within your territory and will solicit personnel to be placed All of the private-care personnel will be our employees and we will pay their salaries, but we are not the employer for and will not pay salaries to your employees, including your office staff

You do not need to have experience in the healthcare industry before purchasing a franchise, but previous experience in the healthcare, social services or staffing industry is helpful If you purchase a franchise, you must operate your Franchised Business according to our business formats, methods, procedures, designs, layouts, standards, and specifications (the "System") Your Franchised Business must offer the Services we specify We may change our services offered by adding additional services or modifying the services we offer If you want to offer an additional service which is in keeping with the types of services provided by a CareBuilders At Home Business, you need our prior written approval to do so You will need between 250 and 800 square feet in general office space for your Franchised Business If we approve your application, you will sign our Franchise Agreement (Exhibit C to this Disclosure Document)

Market and Competition

The primary market for the Services includes senior citizens and disabled persons who live at home and who need additional in-home assistance You will compete with other businesses offering in-home personal care services

You will be competing with a variety of other businesses and indirect competitors, including franchised operations, national chains and independently owned companies offering similar or related services Your competitors may include (i) national, regional and local assisted living facilities, retirement homes and nursing homes, some of which may have franchised operations and provide alternative services, (ii) national, regional and local homecare service providers, some of which may have franchised operations, (iii) privately operated and independent homecare service providers, and (iv) family caregivers who make up the majority of the market Some of your competitors may be franchise systems

Industry Specific Laws

There are or may be state and local laws, ordinances, regulations and standards applicable to your territory which will affect the establishment and operation of your Franchised Business These laws, ordinances and standards include state and federal health care industry standards, local health care regulations, federal and state equal opportunity employee laws, and licensing standards You should determine any and all laws and regulations applicable to your Franchised Business, your duties to comply with these laws and regulations, and the costs related to them

You must obtain, maintain and own any health care or employment/staffing services permits, licenses or other authority required for your Franchised Business In certain states we, as the employer of record of your private-care employees, must be licensed and if this is relevant to your Franchised Business, we will obtain any required licenses or permits

We also recommend that you become aware of and monitor any pending legislation that may affect the operation of your Franchised Business

ITEM 2
BUSINESS EXPERIENCE

Chairman of the Board and Director – Stephen Savitsky

Mr Savitsky has been our Chairman of the Board and Director since February 8, 2011 and Chairman of the Board and Director for ATC Healthcare Services, Inc since 1994 He has also served as Chairman of the Board, Chief Executive Officer, President and one of the Directors of our Parent from 1973 through November 2001 when he stepped down as Chief Executive Officer and became President, but continued in his other capacities

President, Chief Executive Officer and Director – David Savitsky

Mr Savitsky has served as our President and Chief Executive Officer since February 8, 2011 and President for ATC Healthcare Services Inc from March 1999 through November 2001, when he became its Chief Executive Officer Since 1983, Mr Savitsky has also served as a Director of our Parent Since 1987, Mr Savitsky has served in other capacities for our Parent, including Chief Operating Officer, President, Secretary and Treasurer From 2002 to present Mr Savitsky serves as a member of the Health

Care Section Policy Counsel of the American Staffing Association and was their Chairman from 2004 to 2005

Senior Vice President, Chief Financial Officer – David Kimbell

Mr Kimbell has been our Chief Financial Officer since February 8, 2011 and Chief Financial Officer for ATC Healthcare Services, Inc since June 2007

Special Projects Manager – Maxine Reichhardt

Ms Reichhardt has been our Special Projects Manager since February 8, 2011 and Special Projects Manager for ATC Healthcare Since September 1, 1999

Director of Operations – Judah Schuster

Mr Schuster has been our Director of Operations since May 2017 From January 2016 to May 2017 he was Regional Administrator of Care Street Home Care in Lakewood, New Jersey From May 2013 to January 2016 he was Administrator at Care Street Home Care in Lakewood, New Jersey From October 2012 to May 2013 he was Assistant Administrator at Hunterdon Care Center in Flemington, New Jersey From May 2012 to October 2012 he was Assistant Administrator at Atlantic Coast Rehab in Lakewood, New Jersey

ITEM 3
LITIGATION

Pending Litigation

None

Completed Litigation

1 *Securities and Exchange Commission in the matter of ATC Healthcare Inc* (Administrative Proceeding File No 3-14245) In February 2011, the SEC initiated these proceedings pursuant to Section 12(j) of the Securities Exchange Act of 1934 Without admitting or denying any findings in this proceeding, our Parent has reached a settlement with the SEC and registration of shares of our Parent's stock, formerly traded on the Pink Sheets under the symbol "AHNA", has been revoked

2 *Roaring Fork Capital SBIC L P v ATC Healthcare Inc et al* (District Court, City and County of Denver, Colorado, Case No 2010-cv-1247) In February 2010, Plaintiff, a former investor in our Parent, filed two virtually identical lawsuits against our Parent, and some of its current and former officers and directors, in the Colorado federal and state courts Plaintiff's complaints allege violations of the federal Securities Exchange Act, the Colorado Securities Act, and the common law tort of negligent misrepresentation Plaintiff bases its claim on eight alleged accounting and controls issues Our parent believes that Plaintiff's case parallels our parent's accounting malpractice action filed in New York against our parent's former auditors Our Parent filed motions to dismiss the federal case, which have been granted, and Plaintiff has withdrawn its claims against former officers and directors of our Parent, except David Savitsky and Andrew Reiben On May 21, 2012 the parties entered into a memorandum of understanding outlining the essential terms and conditions of an agreement in principle where our Parent's officer's liability insurance policy will pay the Plaintiff the amount agreed upon by the parties in full settlement of the matter On June 1, 2012, the insurance company made a payment to the plaintiff in the amount of $740,000

Other than these actions, no litigation is 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

In the State of Illinois, the initial franchise fees are deferred until all initial obligations owed the Franchisee have been completed and the Franchisee has commenced doing business However, you must execute the Franchise Agreement prior to looking for a site or beginning training This deferral has been imposed by the Illinois Attorney General's Office based on the Franchisor's financial condition

In the State of Washington, we will defer the payment of the initial franchise fee, development fee and any other initial payment until you open your business and it is operating However, you must execute the Franchise Agreement prior to looking for a site or beginning training

When you sign the Franchise Agreement you must pay to us an initial franchise fee of $39,500 in a lump sum The initial franchise fee is imposed uniformly on all franchisees and is not refundable under any circumstances

CareBuilders Academy

The CareBuilders Academy is a library of over 200 on-line home care tutorials programs and continuing education courses to be used to enhance caregiver knowledge Each franchisee is required to activate a minimum of 5 licenses per year at a cost of $60 per license or $300 per year The license fees are payable to us and are not refundable

Start-Up Fee

We may provide to you a consultant for 10 business days to be on your premises to assist in setting up a proper working routine and good habits The consultant will provide hands-on guidance during the first 10 business days of operation The Start-Up Fee is $5,000 for this optional service This fee is payable to us and is not refundable

There are no other purchases from or payments to us or any affiliate that you must make before your Franchised Business opens for business

ITEM 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks (1)
Continuing Royalty Fee	8% of net revenue, subject to a minimum annual Continuing Royalty Fee	Monthly, within 60 days after the close of each month	We bill all of your customers and collect all payments We will deduct amounts due to us and pay the balance to you The balance that we pay to you is referred to as a "royalty" See note 2
Brand Development Fund	1% of total revenue	When established, Monthly, within 60 days after the close of each month	We do not expect to establish or approve the establishment of a Brand Development Fund for all franchisees, but we reserve the right to do so We will provide you with 60 days' prior written notice that we have elected to establish the Fund and when you must begin paying a Brand Development Fee
Local Advertising	1% of total sales	Must be spent monthly	All advertising you propose to use must first be approved by us You will pay your local advertising suppliers directly
Website Development	$1500	When Established (one time fee)	Payable to our approved supplier We reserve the right to increase this fee within 30 days notice to you
Local Website Maintenance	$350	Monthly	Payable to our approved supplier We reserve the right to increase this fee within 30 days notice to you
Additional Training On-Site	Our then-current per diem fee, plus reimbursement of expenses Current per diem fee = $500	On demand	Payable if (1) you request additional training at your site, or (2) we determine that you require additional training
Transfer Fee	$10,000 $7,500 if the transfer is to an immediate family member	Upon transfer	We will waive the transfer fee for a one time transfer from individual(s) to a corporate entity

Type of Fee	Amount	Due Date	Remarks (1)
Renewal Fee	$5,000	When Franchise Agreement renewed	
Delinquent Accounts	Will vary, see note 3	As incurred	We will deduct this amount from your royalty An invoice for temporary personnel services or permanent placement is delinquent 30 days after its due date
Interest on Accounts Receivable	0 03% per day after first 30 days	On demand, if incurred	We will only charge interest on any accounts receivable amount that remains unpaid after 30 days
Indemnification	Will vary under circumstances	As incurred	You must reimburse us if we are held liable for claims from your operation of the CareBuilders At Home Business
Costs and Attorneys' Fees	Will vary under circumstances	On demand	If you default under an agreement with us, you must reimburse us for the expenses we incur (such as attorneys' fees) in enforcing or terminating the agreement
Management Fee	Our then-current per diem fee, plus reimbursement of expenses Current per diem fee = $800 to $1,200, depending on the experience of our representative Reimbursement of our representative's expenses	If incurred	In certain circumstances, such as your death or disability, we may step in and manage your Franchised Business
Computer Fees (Maintenance and Updates)	$300	Annually	Payable to approved supplier You must have a maintenance contract for your computer system, including hardware and software
Liquidated Damages	See note 4	15 days after termination for cause	

Type of Fee	Amount	Due Date	Remarks (1)
Repair, Maintenance, and Remodeling/ Redecorating	Will vary under circumstances	As incurred	Payable to approved suppliers You must regularly clean and maintain your Franchised Business and its equipment We may require you to remodel or redecorate your Franchised Business to meet our then-current image for all CareBuilders At Home Businesses We will not require you to remodel or redecorate your Franchised Business more frequently than every five years
Insurance and Bonds	Reimbursement of our costs	If incurred	If you do not maintain the required insurance and bonding coverages, we have the right (but not the obligation) to obtain insurance and bonds on your behalf If we obtain insurance or bonds for you, we reserve the right to deduct our costs from any monies payable to you
Interest on Overdue Amounts	1 5% per month or the highest legal rate we can charge, whichever is less	If incurred	Interest accrues from the original due date until payment is made in full Payable on amounts that are overdue to us
Audit	Cost of the audit	If incurred	We reserve the right to conduct an audit of your financial records If the audit shows a discrepancy of 3% or more, you must reimburse us for the cost of the audit, including fees and expenses You must also pay any understated amount plus interest
Staffing Software Set-Up Fee	$250	On demand	You must pay a one-time software set-up fee prior to opening your Business

Type of Fee	Amount	Due Date	Remarks (1)
Staffing Software License Fee	From $3,000 a year, depending on usage	Monthly	You must lease staffing software that we select to operate and manage your Business The software will allow you to schedule, track employees, clients and orders We use this software to generate billing for your clients and payroll for the private-care employees you place with clients Based on current pricing guidelines by our approved supplier, the monthly fee is expected to be $250
Human Resources Information System (HRIS)	$3 80 per active caregiver	Monthly	You must employ our approved HRIS software This software will allow you to handle the data information needs for all Human Resources functions
Employment Screening	$30 - $50 per caregiver	As incurred	This is for the cost to conduct background checks and drug screening services per caregiver Payable to our approved supplier You must thoroughly screen all potential employees in accordance with the policies outlined in the Training & Operations Manual before hiring them
National or Regional Account Fee	$1 per service hour	As incurred	If we retain an account manager to maintain any national or regional account Payable to the account manager We reserve the right to collect this fee on the account manager's behalf
Senior Placement Services	$3,500-$6,000 Referral fee will vary under circumstances, see note 6	As incurred	If a client moves into a referred assisted or independent living facility a referral fee will be paid directly to us and a portion will be payable to you

Type of Fee	Amount	Due Date	Remarks (1)
In-Home Technology Services	$10 per client See note 7	As incurred	We have contracted with approved vendors to provide in-home technology services A portion of monthly fee earned will be split between us and you The approved vendors will make payments directly to us or you
CareBuilders Academy	$60 per license	As incurred	Each franchisee is required to activate a minimum of 5 licenses per year at a cost of $60 per license or $300 per year The license fees are payable to us and are not refundable
State Licensure Fees	$500-$2500	As incurred	Initial State License and Licensure Renewal Fees
Start-Up Fee	$5,000	As incurred	To assist you with the initial set-up of your franchised business

Notes

1 We impose and collect all fees unless otherwise specified All fees are non-refundable

2 All payments for your Franchised Business will be processed by us Within 60 days after the end of each calendar month we will provide you with a report of net revenue (gross revenue less discounts, allowances and credits granted to customers) for your Franchised Business, itemizing the Continuing Royalty Fee paid to us and direct cost adjustments We will deduct the Continuing Royalty Fee (and Brand Development Fee (if we choose to form a Brand Development Fund and collect this fee – see Item 11), National or Regional Account Fees or Management Fees, if applicable), and your portion of any delinquent accounts from your net revenue, your portion of any reserve established as a result of delinquent accounts, then deduct direct costs payable to us, and pay the royalty to you (or, if the calculation shows that you owe money to us, you must pay us) We may make payments to you by check or electronic funds transfer You must sign any documents required by us, our bank or your bank to accomplish electronic funds transfers We may make collections from you for amounts you owe to us by reducing your royalty fee or by your direct payment to us (by electronic funds transfer or check)

The direct costs we will deduct from net revenue include wages, applicable payroll taxes and fringe benefits, insurance (including health insurance and/or penalties as required under the Affordable Care Act), credit card processing fees of 2% (or the prevailing rate), ACA processing Fee of 1% and refunds We will pay royalty to you even if we have not received payment from your clients, but we will set up a reserve program for accounts that are 90 days past due Under the Accounts Receivable Reserve Program, a reserve will be established with respect to accounts receivable over 90 days old Unapplied credits for specific clients will be fully deducted from delinquent accounts receivable when the calculation is made You must sign any documents we require evidencing our absolute ownership of Accounts Receivable for your Franchised Business

On an annual basis, you must pay to us a minimum annual Continuing Royalty Fee Within 60 days after the end of each year, we will advise you whether you have paid the minimum annual Continuing Royalty Fee for the previous year and, if you did not, the balance of the minimum annual Continuing Royalty Fee that is payable to us and the date this payment will be deducted from your royalty If the royalty is not sufficient to cover the balance of the minimum amount due, you must pay the balance of the minimum Continuing Royalty Fee to us within 10 days For the first contract year, the minimum Continuing Royalty Fee will be waived For each following year, you must pay to us on an annual basis is as follows

Period	Minimum Annual Continuing Royalty Fee
First Contract Year	$0
Second Contract Year	$32,000
Third Contract Year	$60,000
Fourth Contract Year	$80,000
Fifth Contract Year and for the Rest of the Term of the Franchise Agreement	Previous Year's Minimum + 5% (Not more than $200,000 per year)

3 Delinquent accounts receivable will be charged back to you based upon your proportionate share of the account which is computed based upon the average gross margin of that business The calculation is 1 minus the Continuing Royalty Fee percentage divided by the gross margin percentage multiplied by the delinquent receivable amount For example, if you have an average gross margin of 35% and the delinquent receivable is $1,000 then the calculation would be 1-(08/ 35)*1,000 which equals $771 43 You will be notified that an account has become delinquent when it has aged 90 days

4 If we terminate the Franchise Agreement with cause, you must pay us liquidated damages equal to the average monthly Continuing Royalty Fee you paid or owed to us during the 12 month period before termination multiplied by 24 (the number of months in two full years)

5 For any fees that are not paid to us we have no control over how frequently and how much these fees may change, which is in the sole discretion of the supplier

6 You will contract with assisted living facilities and independent living facilities in order to provide assistance to seniors and their families in helping them find alternative living solutions We will earn a referral fee when a client is accepted for residency in a referred to a facility The referral fee will be paid directly to us The referral fee will be split with 70% being paid to you and 30% retained by us

7 You will market approved medical alert systems, medication management systems and other technologies as part of our comprehensive home assessment evaluation A portion of the monthly fee earned by us on our in-home technology services will be split with 70% being paid to you and 30% retained by us The approved vendors will make payments directly to us or you

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT				
Type of Expenditure	**Amount**	**Method of Payment**	**When Due**	**To Whom Payment is to be Made**
Initial franchise fee (1)	$39,500	Lump sum	When Franchise Agreement signed	Us
Rent – 3 Months (2)	$3,000 to $5,000	As Agreed	Per Lease	Landlord
Leasehold Improvements (3)	$1,000 to $2,500	As Agreed	As Agreed	Contractor and Suppliers
Equipment, Furnishings and Fixtures (4)	$2,000 to $5,000	As Agreed	As Agreed	Suppliers
Signage (5)	$400 to $1,000	As Agreed	As Agreed	Suppliers
Blue Prints/Plans (6)	$0 to $1,000	As Agreed	As Agreed	Engineer, Architect
Initial Inventory (7)	$2,500 to $3,500	As Agreed	As Agreed	Suppliers
Security Deposits (8)	$1,000 to $2,000	As Agreed	As Agreed	Landlord, Utility Companies
Insurance – 3 Months (9)	$1,000 to $2,000	As Agreed	As Agreed	Insurance Companies
Grand Opening Advertising (10)	$2,500 to $4,000	As Agreed	As Agreed	Suppliers
Travel and Living Expenses While Training (11)	$2,500 to $5,000	As Agreed	As Agreed	Airlines, Hotels, Restaurants
Computer System (12)	$2,800 to $5,000	As Agreed	As Agreed	Suppliers
Permits/Licenses (13)	$1,500 to $2,500	As Required	As Incurred	Government Agencies
Professional Fees (14)	$2,000 to $2,500	As Agreed	As Agreed	Attorney, Accountant
Start-Up Fee (15)	$0 to $5,000	As Agreed	As Incurred	Us
CareBuilders Academy	$300	As Required	As Incurred	Us
Additional Funds – 3 Months (16)	$35,000 to $70,000	As Needed	As Incurred	Various
Total (17)	**$97,000 to $155,800**			

In general, none of the expenses listed in the above chart are refundable, except any security deposits you must make may be refundable We do not finance any portion of your initial investment

Explanatory Notes

1 ***Initial franchise fee*** We describe the initial franchise fee in Item 5

2 ***Rent*** You will need between 250 and 800 square feet of general office space for your Franchised Business The amount of your monthly rent will depend on the site's size, condition, and location, your ability to negotiate with the landlord, and the demand for the site among prospective lessees You may choose to establish your office in an executive suite where the furniture, furnishings, phones, data lines and office equipment are all included in one fee The office space you wish to occupy must be approved by us Our estimates assume that you will be leasing space, and that you will not purchase real property and build your own building for your Franchised Business If you choose to purchase real property and build an office, we cannot estimate how your initial investment would increase

3 ***Leasehold Improvements*** We anticipate that your leased office will need minimal leasehold improvements to meet our then-current image for all CareBuilders At Home Businesses The leasehold improvements may include HVAC, electrical work, plumbing, flooring, wall coverings, and the like The actual cost of your leasehold improvements will depend on labor rates for the area in which your office is located, whether you must use union labor, the condition of the leased premises and how much the premises must be renovated

4 ***Equipment, Furnishings and Fixtures*** The equipment, furnishings and fixtures you will need include desks, chairs, copy machine, file cabinets, reception room seating, telephone system, waste baskets, and basic office supplies for operating the Franchised Business

5 ***Signage*** You must obtain the interior and exterior signage we require for your CareBuilders At Home Business All signage must comply with the terms of your lease and applicable local law

6 ***Blue Prints and Plans*** You may need to obtain architectural drawings for leasehold improvements to your leased space We reserve the right to review and approve all proposed drawings to make sure that they comply with our specifications for CareBuilders At Home Businesses and presentation of the Proprietary Marks Our review will not address compliance with any applicable laws, ordinances or building codes

7 ***Initial Inventory*** Our estimate includes proprietary forms, stationery, business cards, ID cards, brochures, camera and film, and manuals (in book or CD-ROM format or on-line, at our discretion)

8 ***Security Deposit*** Our estimate assumes that you will need to pay a security deposit to your landlord for the leased space Your local utility companies (such as electric and telephone) may also require you to pay security deposits

9 ***Insurance Premiums*** You must maintain the insurance and bonds that we require during the entire term of the Franchise Agreement Your insurance premiums may be payable monthly, quarterly, semi-annually or annually, depending on your insurance company's practices

10 ***Grand Opening Advertising*** You must conduct a grand opening advertising program to promote the opening of your CareBuilders At Home Business The grand opening advertising program

must be conducted within 30 days of the Franchised Business's opening The grand opening advertising program must be approved by us before you may run it As part of your grand opening, you must activate your local website with our approved internet marketing supplier

11 *Travel and Living Expenses While Training* We will provide our initial training program to up to two people (including you) at no additional charge If you request that we provide our initial training program to additional trainees, you must pay our then-current training fee as described in Item 6 Our estimate in the above chart covers travel expenses, car rental expenses, hotel, meals and applicable wages for the first four trainees while attending training The low end of the estimate assumes that you are within driving distance each day of training The high end of the estimate assumes that additional travel is needed Your actual costs will depend on the distance you must travel, the total number of people attending training, and the accommodations you choose

12 *Computer System* You must purchase or lease the computer system hardware and software that we require Additional information about our requirements are included in Item 11 below Our estimate includes the initial license and set-up fee for the required staffing software

13 *Licenses and Permits* You must obtain the operational licenses and permits required by applicable local, state and/or federal law All required licenses and permits must be in place and in good standing at all times during the term of your Franchise Agreement

14 *Professional Fees* We strongly advise you to consult with your own financial and legal advisors, and we anticipate that you will incur professional fees related to your evaluation of this Disclosure Document If you choose to form an entity for your Franchised Business, you may incur additional legal fees and expenses that we cannot estimate here

15 *Start-Up Fee* We may provide to you a consultant for 10 business days to be on your premises to assist in setting up a proper working routine and good habits The consultant will provide hands-on guidance during the first 10 business days of operation

16 *Additional Funds* This item estimates your initial start-up expenses (other than the items identified separately in the table) for the initial period of operations of your Franchised Business, which we anticipate will be three months These expenses might include payroll costs if your start up plan includes hiring support staff, or a reasonable draw or salary for you based on your preferred lifestyle and current lifestyle expenses These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business Your costs depend on how much you follow our methods and procedures, your management skill, experience, and business acumen, local economic conditions, the local market for the vendor goods and services including your ability to negotiate favorable prices for such goods and services, the prevailing wage rate, competition, and the sales level reached during the initial period, which we estimate to be three months

We relied on our Parent's and our Affiliate's (ATC Healthcare Services, Inc) prior franchise experience, as well as our own experience, to compile these estimates You should review these figures carefully with a business advisor before deciding to acquire the franchise We do not finance any portion of your initial investment The availability and terms of third party financing for the franchise purchase and business start-up depend on many factors, including the availability of financing generally, your creditworthiness and collateral and lending policies of financial institutions from which you request a loan

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate the Franchised Business according to our System Standards System Standards may regulate, among other things, the types, models, and brands of equipment, computer system, required software, marketing materials, proprietary forms and other items to be used in your Franchised Business (collectively, "Operating Assets"), required and authorized product and service categories, and designated and approved suppliers of these items and services, which could be limited to us, our affiliates, and other restricted sources, in which case you must acquire certain items for your Franchised Business only from these restricted sources Except as described in this Item 8, there are no goods supplies, fixtures, equipment, inventory, or real estate for the Franchised Business that you currently must buy or lease from us (or an affiliate) or designated suppliers If we and/or our affiliate are designated or approved suppliers, we reserve the right to earn a profit on your purchases from us or our affiliate

We are no longer an approved supplier for proprietary forms, stationery, business cards and lamination equipment, and other basic supplies that you will use in the operation of your Franchised Business We did not earn revenue on the sale of these items to our franchisees during the fiscal year ended September 30, 2017 During the fiscal year ended September 30, 2017 we did not earn any revenues from lenders for referring our Franchisees for Financing Because we are owned by our Parent, none of our officers listed in Item 2 has a direct ownership interest in us, but Steve Savitsky and David Savitsky do have an ownership interest in our Parent None of our officers has an ownership interest in any other approved supplier

To maintain the quality of the goods and services that CareBuilders At Home Businesses sell and our System's reputation, we may condition your right to buy or lease Operating Assets and other items on their meeting our minimum standards and specifications and/or their being purchased or leased from suppliers that we approve We will formulate and modify standards and specifications based on our (and our franchisees') experience in the industry and in operating CareBuilders At Home Businesses Our standards and specifications may impose minimum requirements for delivery of services, performance, reputation, prices, quality, design, and appearance Our Operations Manuals or other communications will identify names of approved suppliers There might be situations where you can obtain items from any supplier who can satisfy our requirements and would, therefore, be an approved supplier

If we institute any type of restrictive sourcing program (which, as noted above, we have the right to do) and you want to use any product that we have not yet evaluated or to buy or lease from a supplier that we have not yet approved, you first must send us sufficient information, specifications, and samples so we can determine whether the product complies with System Standards or the supplier meets approved supplier criteria We will, within 14 days, give you our decision We periodically will establish procedures for your requests and may limit the number of approved products and/or suppliers as we think best Approval might be temporary until we evaluate the supplier in more detail We may inspect a proposed supplier's facilities during and after the approval process to make sure that the supplier meets our standards If it does not, we may revoke our approval by notifying the supplier and you in writing We are not required to provide you or the proposed supplier with our evaluation criteria We do not currently charge a fee for our evaluation of a proposed product or supplier, but we reserve the right to do so

The cost of purchasing and/or leasing approved or required inventory, supplies, fixtures, equipment and construction items is estimated to constitute approximately 13% to 20% of total purchases and leases you will make in connection with the establishment of your Franchised Business, and approximately 10% to 20% of total purchases and leases in connection with the operation of your Franchised Business

We or our affiliates may derive revenue from approved suppliers in the form of rebates, commissions or other payments based on our franchisees' purchases from these approved suppliers During the fiscal year ended February 28, 2017, we did not receive any payments from approved suppliers as a result of required purchases or leases of our franchisees If we or our affiliates receive payments from suppliers on account of their dealings with you and other franchise owners, there is no restriction on our use of these funds unless otherwise agreed to with the supplier There currently are no purchasing or distribution cooperatives, although we may establish them in the future We reserve the right to negotiate purchase arrangements with suppliers (including price terms) for the benefit of all Franchised Businesses in the System We do not provide material benefits to you, such as the grant of a renewal franchise or the grant of an additional territory, for using designated or approved suppliers

We must approve of the location you choose for your Franchised Business We must also approve of any advertising materials that you wish to use in promoting your Franchised Business if the advertising materials were not prepared by us or approved by us in the immediately preceding 12 month period You must use the internet marketing supplier we designate to prepare and maintain your local website Additional information about these approval processes are included in Item 11

Insurance

You also must obtain, before beginning any operations under the Franchise Agreement, and must maintain in full force and effect at all times during the term of the Franchise Agreement, at your own expense, an insurance policy or policies protecting you, us, our affiliates, and our respective officers, directors, partners, and employees The policies must provide protection against any demand or claim relating to personal and bodily injury, death, or property damage, or any liability arising from your operation of the Franchised Business All policies must be written by a responsible carrier or carriers whom we determine to be acceptable, must name us and our affiliates as additional insureds, and must provide at least the types and minimum amounts of coverage specified in the Franchise Agreement or otherwise in the Operations Manual Additionally, we may designate one or more insurance companies as the insurance carrier(s) for CareBuilders At Home Businesses If we do so, we may require that you obtain your insurance through the designated carrier(s)

Currently you must maintain the following minimum insurance coverages workers' compensation, employer's liability and unemployment insurance for your staff according to state requirements, general liability insurance of at least $1 000,000 per occurrence, non-owned and hired automobile insurance, errors and omissions insurance for both temporary help services and permanent employment agency, disability insurance for your staff employees, fidelity bonding, all-risk property damage insurance, license bonding and Employment Practice Liability Insurance (EPLI) You may also have to obtain professional malpractice insurance, if required by applicable law

You must provide us with a certificate of insurance showing that you have obtained the required coverages not later than two weeks before your Franchised Business opens, and you must provide us with an updated certificate of insurance as policies are renewed All policies must provide us with 30 days' advance written notice of any cancellation or change to any policy We reserve the right to change our insurance requirements during the term of your Franchise Agreement, and you must comply with any changes

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document

	Obligation	Article in Agreement	Disclosure Document Item
a	Site selection and acquisition/ lease	Franchise Agreement 2	6, 7, 11
b	Pre-opening purchases/ leases	Franchise Agreement 2	7, 8, 11
c	Site development and other pre-opening requirements	Franchise Agreement 2	7, 8, 11
d	Initial and ongoing training	Franchise Agreement 4	7, 11
e	Opening	Franchise Agreement 2	11
f	Fees	Franchise Agreement 3, 9, 12, 13	5, 6, 7, 11
g	Compliance with standards and policies/Operating Manual	Franchise Agreement 8	8, 11, 16
h	Trademarks and proprietary information	Franchise Agreement 5	13, 14
i	Restrictions on products/ services offered	Franchise Agreement 8	8, 16
j	Warranty and client service requirements	Not applicable	Not applicable
k	Territorial development and sales quotas	Franchise Agreement 3, 8	12
l	Ongoing product/service purchases	Franchise Agreement 8	8, 16
m	Maintenance, appearance and remodeling requirements	Franchise Agreement 8	11
n	Insurance	Franchise Agreement 8	7, 8
o	Advertising	Franchise Agreement 9	6, 7, 11
p	Indemnification	Franchise Agreement 16	6
q	Owner's participation/ management/staffing	Franchise Agreement 7, 8	15
r	Records and reports	Franchise Agreement 10	6
s	Inspection and audits	Franchise Agreement 11	6, 11
t	Transfer	Franchise Agreement 12	6, 17
u	Renewal	Franchise Agreement 13	6, 17

Obligation	Article in Agreement	Disclosure Document Item
v Post-termination obligations	Franchise Agreement 15	17
w Non-competition covenants	Franchise Agreement 15	17
x Dispute resolution	Franchise Agreement 17	17
y Liquidated damages	Franchise Agreement 15	6

ITEM 10
FINANCING

We do not offer direct financing We do not guarantee your note, lease or obligation

We reserve the right to receive a fee if franchisee uses a Lender that we recommend That fee depends on the type of financing the franchisee receives

ITEM 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, we are not required to provide you with any assistance

Pre-Opening Obligations

Before you open the Franchised Business, we or our agent will

1 Review and, if it meets our criteria, approve the site you propose to use for your Franchised Business and identify your specific territory You must provide us with the information we need to evaluate the site within 60 days after you sign the Franchise Agreement Our criteria for evaluating sites includes demographic characteristics, traffic patterns, parking, character of neighborhood, competition from, proximity to, and nature of other businesses, size, appearance, and other physical and commercial characteristics (Franchise Agreement – Section 2 1)

2 As discussed in Item 8, identify the Operating Assets, products, materials, supplies, and services you must use to develop and operate the Franchised Business, the minimum standards and specifications that you must satisfy, and the designated and approved suppliers from whom you must or may buy or lease these items (Franchise Agreement – Section 2 2)

3 Lend to you one copy of the Operations Manual, which we may provide in hard copy format, by CD-ROM or via a password-protected Website (Franchise Agreement – Section 4 3) The Operations Manual contains mandatory and suggested specifications, standards, operating procedures, and rules ("System Standards") that we require We may modify the Operations Manual periodically to reflect changes in System Standards

4 Train up to two people at no additional charge (Franchise Agreement – Section 4 1) We describe this training later in this Item

Continuing Obligations

During your operation of the Franchised Business, we or our agent will

1 Pay all wages, fringe benefits and related taxes to in-home care employees recruited and placed by you (Franchise Agreement – Section 4 6)

2 Prepare all customer billings for your Franchised Business and collect all accounts receivable We shall also provide you with monthly reports of billings and collections and pay to you the royalty (Franchise Agreement – Section 3 2)

3 Inspect and observe the operation of the Franchised Business to help you comply with the Franchise Agreement and all System Standards (Franchise Agreement – Section 4 2)

4 Use our best efforts to assist you in developing your Franchised Business, including reviewing contracts, seeking national accounts, and providing staffing leads (Franchise Agreement – Section 4 2)

5 Let you use the Marks (Franchise Agreement – Article 5)

6 Conduct a meeting of our franchisees, which will not be held more frequently than annually and will be held only when we believe it will be beneficial to our franchisees We may specify that attendance at a franchisee meeting is mandatory for you and/or your manager (Franchise Agreement – Section 4 3)

7 Provide periodic refresher training courses, conference calls, webinars, etc , some of which may be designated as mandatory (Franchise Agreement – Section 4 1)

Advertising and Marketing

Grand Opening Advertising

You must conduct an advertising campaign announcing the grand opening of your Franchised Business You must spend between $2,500 and $4,000 on the campaign Your grand opening advertising campaign must be conducted within 30 days' of the Franchised Business's opening You must submit to us, for our approval, the proposed grand opening advertising campaign before you conduct the campaign In addition, you must launch your local website in conjunction with your grand opening advertising campaign, using our designated internet marketing supplier

Brand Development Fund and Cooperatives

We do not expect to establish or approve the establishment of a Brand Development Fund for all franchisees, or regional cooperative advertising funds, but we reserve the right to do so If we choose to form the Brand Development Fund (the "Fund"), you must pay a Brand Development Fee that will not be greater than 1% of total revenue We will provide you with 60 days' prior written notice that we have elected to establish the Fund and when you must begin paying a Brand Development Fee If formed the Fund will be administered as follows

The Fund may be managed by us, our designee or a professional agency to advertise and promote the System and CareBuilders At Home Businesses The Fund will be used for national, regional and/or local advertising, publicity and promotion relating to our business We will determine, in our fully unrestricted discretion, the manner in which the Fund will be spent Some portion of the Fund may be used for creative concept production, marketing surveys, test marketing and related purposes We have the right to direct all advertising activities with sole discretion over creative concepts, materials and media used, as well as their placement and allocation The Fund will not be audited

We have the right to reimburse ourselves out of the Fund for the total costs (including indirect costs) of developing, producing and distributing any advertising materials and collecting the Brand Development Fee (including attorneys', auditors' and accountants' fees and other expenses incurred in connection with collecting any Brand Development Fees) The Fund is not our asset, and it is not a trust We do not owe you any fiduciary obligations because we maintain the Fund We may spend in any calendar year an amount greater or less than the aggregate contributions made by all Franchised Businesses contributing to the Fund in that year We may make loans to the Fund (and the Fund may borrow from us or other lenders) bearing reasonable interest to cover any deficits of the Fund or cause the Fund to invest surplus for future use Any money remaining in the Fund at the end of any year will carry over to the next year

Any CareBuilders At Home Businesses owned by us or our affiliates will contribute to the Fund on the same basis as franchisees in the System Funds from the Brand Development Fees paid will be kept separate and distinct and will be accounted for separately from our other funds These funds will not be used to defray any of our general operating expenses, except as described in the paragraph above, and will not be used for advertising that is primarily a solicitation of new franchisees We will prepare, and furnish to you upon written request, an unaudited annual statement of funds collected and costs incurred

We may incorporate the Fund or operate it through a separate entity whenever we want to The Fund is intended to maximize general public recognition and patronage of all Franchised Businesses and the Proprietary Marks for the benefit of all Franchised Businesses We have no obligation to make sure that expenditures by the Fund are proportionate or equivalent to contributions by Franchised Businesses or to make sure that any Franchised Business will benefit directly or in proportion to its contribution to the Fund from the conduct of marketing programs or the placement or advertising

We have the right, but no obligation, to use collection agents and institute legal proceedings to collect Fund contributions at the Fund's expense We also may forgive, waive, settle and compromise all claims by or against the Fund

We may at any time defer or reduce the Fund contributions of any Franchised Business and, upon 30 days' prior written notice to you, reduce or suspend Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Fund If we terminate the Fund, we will distribute all unspent monies to all Franchised Businesses (whether franchised or operated by us or our affiliates) in proportion to their respective Fund contributions during the preceding 12 month period If we terminate the Fund we will have the right to reinstated it at any time, and the reinstated Fund will be maintained as described above

As of February 28, 2017, the Fund has not been established, so no monies were spent by the Fund

Local Advertising

You must conduct local advertising and marketing in your Territory, and you must spend not less than 1% of your total revenue each month for local advertising, including approved job board, internet and website advertising We reserve the right to increase this fee within 30 days notice to you Your advertising promotion and marketing will be completely clear, factual and not misleading and conform to the highest standards of ethical advertising and marketing and the advertising and marketing policies that we periodically prescribe All of your advertising must also comply with any applicable laws or regulations Before you use them, you must send us for approval samples of all advertising, promotional and marketing materials which we have not prepared or previously approved If you do not receive written approval within 15 days after we receive the materials, they are deemed to be disapproved You may not use any advertising, promotional or marketing materials that we have disapproved or that have not been approved by us within the previous 12 months All proposed advertising materials submitted to us for review will become our property and there will be no limitation on our use or distribution of these materials At our request you must include certain language in your local advertising materials, including "Franchises Available", our website address and telephone number

At our request, you must provide us with proof of your expenditures on local advertising, including a report of the monies spent, copies of the advertising used and verification of advertising

Advisory Council

We do not anticipate forming an advisory council for the System

Website / Intranet

Websites (as defined below) are considered as "advertising" under the Franchise Agreement, and are subject (among other things) to our review and prior written approval before they may be used (as described above) As used in the Franchise Agreement, the term "Website" means an interactive electronic document contained in a network of computers linked by communications software, that you operate or authorize others to operate and that refers to CareBuilders At Home Business, Proprietary Marks, us, or the System The term Website includes Internet and World Wide Web home pages

In connection with any Website, the Franchise Agreement provides that you may not establish a Website related to the Proprietary Marks or the System, nor may you offer, promote, or sell any products or services, or make any use of the Marks, through the Internet without our prior written approval As a condition to granting any consent, we will have the right to establish any requirement that we deem appropriate, including a requirement that your only presence on the Internet will be through one or more web pages that we establish on our Website We will provide you or our designated internet marketing supplier with a template for a Website for your Franchised Business that we will develop and host for you Your Website will be a sub-site under our main Website, www CareBuildersAtHome com You will spend $350 each month to maintain a sub-site under our main Website with minimum capabilities

We will have the right to establish a website or other electronic system providing private and secure communications (*e g*, an intranet) between us, our franchisees, and other persons and entities that we decide are appropriate If we require, you must establish and maintain access to the intranet in the manner we designate Additionally, we may periodically prepare agreements and policies concerning the use of the intranet that you must acknowledge and/or sign

You are strictly prohibited from promoting your Franchised Business or using the Proprietary Marks in any manner on any social and/or networking Websites, such as Facebook, LinkedIn, MySpace and Twitter, without our prior written consent You must comply with our System standards regarding the use of social media in your Franchised Business's operation, including prohibitions on your and the Franchised Business's employees posting or blogging comments about the Franchised Business or the System, other than on a website established or authorized by us ('social media" includes personal blogs, common social networks like Facebook and MySpace, professional networks like LinkedIn, live-blogging tools like Twitter, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools) We will provide access to branded social media pages/handles/assets, and you must update these regularly We reserve the right to conduct collective/national campaigns via local social media on your behalf

Computer System

You must purchase or lease a Windows® based computer system with the minimum hardware components and software We do not currently specify the make or model of the computer system you must purchase or lease, but we reserve the right to do so in the future The computer system you select must be approved by us and it must be compatible with our computer systems You must at all times have a high speed internet connection to be able to use the computer system and required software

You must obtain the staffing software that we require and that will allow you to schedule, track employees, clients and orders We use this software to generate billing for your clients and payroll for the private-care employees you place with clients You must obtain our approved Human Resource Information System (HRIS) software for all caregivers You must also purchase office productivity and accounting software (Microsoft Office and QuickBooks) We may also require you to use testing software or an on-line service that we have selected for testing new temporary and permanent placement candidates

Your computer system will provide you with the following functions scheduling and fulfilling requests for private-care employees, searching and matching employee skills for the job order, e-mail, word processing, accounting and financial reporting We estimate that the initial cost of your computer system will be between $2,800 and $5,000 You must maintain an on-site technical support contract to make sure that your computer system is fully operational We estimate that the cost of a technical support contract will be approximately $300 per year You must also pay a monthly licensing fee for continued use of the required staffing software which will be calculated based on the number of client visits scheduled for your Franchised Business Based on current pricing guidelines by our approved supplier, the monthly fee is expected to be $250 The franchisor maintains ownership over all client and caregiver data in the computer system

We have the right to gain independent access to your staffing software at all times during the terms of your Franchise Agreement We will have the right to access and retrieve data from your staffing software, including data relating to your customers, private-care employees, placement of employees, and similar information Any data related to the Franchised Business that we access from your staffing software will become our property

You must upgrade the computer system, and/or obtain service and support, as we require or as is necessary because of technological developments or events There are no contractual limitations on the frequency and cost of your obligation to obtain maintenance, updates or upgrades Neither we nor any of our affiliates will provide you with any maintenance, updates or upgrades for your computer system

Site Selection and Development

You must select the site for your Franchised Business, and you must obtain our written approval of any proposed site in accordance with our procedures Our written approval will not be unreasonably withheld if that the site meets our minimum qualifications Within 60 days after you sign the Franchise Agreement, you must submit to us the information we require to evaluate your proposed site In evaluating a site, we may consider the factors we deem material, including demographic characteristics, traffic patterns, parking, the predominant character of the neighborhood, competition within the area, rental obligations, and the site's size, appearance and other physical characteristics We will have 14 days after receipt of all of the information we need to advise you whether the site is approved Unless we provide our specific approval of a site, the site is deemed not approved Our approval of your site is not a guarantee that you will be successful at that site Our approval only indicates that the site has met our then-current minimum criteria for a CareBuilders At Home Business If you are not able to locate a suitable site within 60 days after you sign the Franchise Agreement, we will have the right to terminate your Agreement

Once we approve a proposed site, you must sign a lease for the site The terms of your lease must not conflict with the terms of your Franchise Agreement, and the length of the lease should not be longer than the term length of your Franchise Agreement You must submit the proposed lease to us for our review and approval At our request, you and your landlord must sign our form of Collateral Assignment of Lease, attached as Exhibit H to the Franchise Agreement

You must develop the approved site according to our specifications Our specifications may include requirements related to decor, wall treatments, general color scheme, layout and signage

Opening

We estimate that it will be one to three months after you sign the Franchise Agreement before you open the Franchised Business, but this depends on the site's location and condition, how much you must upgrade or remodel an existing location, how long it takes to complete training, and your compliance with local laws and regulations You may not open the Franchised Business until (1) pre-opening training is completed to our satisfaction by all required persons, (2) you pay the initial franchise fee and all other amounts then due to us, (3) you give us certificates for all required insurance policies and bonds, and (4) you have obtained all required permits and licenses for your Franchised Business You must open the Franchised Business within 30 days after the approved site is identified or two months after signing the Franchise Agreement, whichever comes first If you are unable to open your Franchised Business within this period, except for circumstances not in your control, such as your submitted license application to the state and/or city has not yet been approved, we have the right to terminate your Franchise Agreement, unless we agree to provide you with an extension of the timeframe to open

Training

Before you attend our training program, we will work with you to design a recruitment and hiring strategy for your key employee(s) Not later than 30 days before the Franchised Business opens, you and one key employee, if you have hired one (a total of up to two trainees) must complete our initial training program to our satisfaction Our training program is mandatory for all franchisees Initially, we will train up to two people in operating the Franchised Business at no charge, one of whom must be you If you request that we provide our training program to additional trainees, we will not charge you for training additional people, but it is subject to availability You must pay all expenses incurred by your trainees while attending training, such as travel, lodging, meals and applicable wages

You and your manager must satisfactorily complete initial training and participate in all other activities required to operate the Franchised Business If you or your manager do not complete our training to our satisfaction, you and/or you manager may re-take our training program If you or your manager do not complete our training to our satisfaction a second time, we have the right to terminate your Franchise Agreement We may require you to replace any manager if we determine when they re-take our training program that he or she is still not qualified to hold that position

Training will occur after you sign the Franchise Agreement and while you are developing the Franchised Business We plan to be flexible in scheduling training to accommodate our personnel, you, and your personnel There currently are no fixed (i e , monthly or bi-monthly) training schedules, but there may be in the future, training is conducted on an as-needed basis Our training program is held at our headquarters in Lake Success, New York, at an operating CareBuilders At Home Business or at another location we designate There will be 3 days of initial training at our headquarters and 5 days of on-site training at your Business The 5 days of on-site training will be provided within the first 60 days following your completion of initial training

The materials we use in our initial training program include our Confidential Operations Manual and any other materials that we believe will benefit our franchisees in the training process As of the date of this Disclosure Document, we provide the following training

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Introduction and Overview of Private Duty Business	5	0	Lake Success, NY
Caregiver Recruitment & Training	6	0	Lake Success, NY
The Client Acquisition Process, Lead Generation, Building Your Referral Network, Service Inquiry Calls, Client Assessments, Care Plans	5	0	Lake Success, NY
Industry Benchmarking Overview	1 5	0	Lake Success, NY
Marketing and Sales	2	0	Lake Success, NY
Human Resources	1 5	0	Lake Success, NY
Risk Management and Quality Improvement	1 5	0	Lake Success, NY
Payroll	1	0	Lake Success, NY
Billing, Credit and Collections	1 5	0	Lake Success, NY
Finance & Accounting	1	0	Lake Success, NY
Government Contracts	1	0	Lake Success, NY
Franchisee Resources and Support	1 5	0	Lake Success, NY
Introduction to Staffing Software	1 5	0	Lake Success, NY
Wrap Up, Q&A	2	0	Lake Success, NY
Staffing Software Training	10	0	Web-Based Offsite Training
Area Developers/Area Representatives	4	0	Lake Success, NY

Our training program is overseen by Stavroula Savelidis, who has 14 years of relevant experience Each person providing training will have at least five years of relevant experience in the topic they are teaching

We make available to you 'The CareBuilders Academy' which is a library of over 200 on-line home care tutorials programs and continuing education courses Each franchisee is required to activate a minimum of 5 licenses per year at a cost of $60 per license or $300 per year The license fees are payable to us

We may provide to you a consultant for 10 business days to be on your premises to assist in setting up a proper working routine and good habits The consultant will provide hands-on guidance during the first 10 business days of operation The cost for a consultant is included in the Start-Up Fee

We reserve the right to hold periodic refresher training programs, and we may designate that attendance at refresher training is mandatory for you and/or any of your personnel We do not charge a training fee but you must pay for all expenses your trainees incur while attending refresher training, including travel, lodging, meals and wages We also reserve the right to hold periodic webinars and conference calls to provide additional opportunity for training in all areas of the business

We reserve the right to hold a meeting or convention of our franchisees, which will not be held more frequently than annually We will not hold a franchisee convention unless we believe it will be beneficial to our franchisees We may designate that attendance at a franchisee meeting by you and/or certain of your personnel is mandatory unless your absence is excused by us We may conduct franchisee meetings to discuss new procedures or protocols, marketing strategies, new services and/or to provide training We may designate the location of the meeting (including a block of hotel rooms set aside for our franchisees) We will not designate an unreasonably expensive location We do not charge a fee, but you must pay for all expenses your trainees incur while attending a franchisee meeting, including travel, lodging, meals and wages

Operations Manual

The Table of Contents of our Operations Manual is attached to this Disclosure Document as Exhibit G Our Operations Manual includes approximately 297 pages

ITEM 12
TERRITORY

You will operate the Franchised Business at a specific location that we first must approve, as described in Item 11 You will be granted a designated area ('Designated Territory") in which your Franchised Business must be located This is your Designated Territory We anticipate that your Designated Territory will be defined by ZIP codes and will include a population of approximately 30,000 to 35,000 people who are aged 65 or older A list of the ZIP codes that comprise your Designated Territory will be included in Exhibit B to your Franchise Agreement We obtain population data by ZIP code through the U S Census, the U S Postal Service and other similar databases ZIP codes are a system of postal codes used by the United States Postal Service ("USPS"), and ZIP codes are periodically changed by the USPS Any changes made to ZIP codes by the USPS may affect the geographic area that makes up your Designated Territory

Except as limited below, and if you are in full compliance with the Franchise Agreement, we and our affiliates will not operate or grant a franchise for the operation of another CareBuilders At Home Business at a location within the Designated Territory during the term of the Agreement Existing franchisees in our System may have a different size Designated Territory than is granted to you, which may be bigger or smaller than your Designated Territory We are not required to adjust either your or the other franchisee's Designated Territory to accommodate any size difference

You may not relocate the Franchised Business from the approved site without our approval If we approve your request to relocate your Franchised Business, the new site must be within your Designated Territory We will use the same criteria in reviewing a proposed relocated site that we use in evaluating your original site

During the term of the Franchise Agreement, we will not establish or operate, nor license any other person to establish or operate, a CareBuilders At Home Business in the Designated Territory, except as may be permitted under the Franchise Agreement and those exceptions are described below

You must achieve a certain level of sales, market penetration or other contingency to maintain your rights to your Designated Territory, as follows

Contract Year	Minimum Revenue
First Contract Year	$0
Second Contract Year	$400,000
Third Contract Year	$750,000
Fourth Contract Year	$1,000,000
Fifth Contract Year and for Remaining Term of the Franchise Agreement	Previous Year's Minimum + 5% (but not more than $2,500,000)

If you do not achieve these minimum revenue amounts then you must pay to us the balance of the minimum annual Continuing Royalty Fee, as described in Item 6 We do not guarantee that you will be able to meet the minimum required revenue amounts described above or that your Franchised Business will achieve any level of revenue or profitability

You will determine the rates of pay for the employees you place for private care, and you will negotiate the costs of providing care with your customers Gross margin is determined by subtracting direct costs (described below) from your net revenue for that month The resulting percentage (gross margin divided by net revenue) must not fall below 20% for more than two consecutive weeks If the gross margin percentage is below 20% for more than two consecutive weeks, you will be in default of your Franchise Agreement and you will be given the opportunity to cure the default If this default occurs a third time during the term of your Franchise Agreement, we may terminate the Franchise Agreement without giving you the opportunity to cure the default

Except as expressly limited by the Franchise Agreement, we and our affiliates retain all rights with respect to CareBuilders At Home Businesses, the Marks, and any products and services anywhere in the world including the right (a) to offer and sell and to grant others the right to offer and sell the Services offered by Franchised Businesses, both within and outside the Designated Territory, under trade and service marks other than the Marks and under any terms and conditions we deem appropriate, (b) to operate and to grant others the right to operate Franchised Businesses located outside the Designated Territory under any terms and conditions we deem appropriate and regardless of proximity to your Franchised Business, (c) together with ATC Travel, ATC Healthcare Services and ATC Physician Services, to provide temporary and permanent medical personnel placement at any location, including within your Designated Territory, (d) to provide, and to grant others the right to provide, medical care providers on a temporary or permanent basis at any location, including within your Designated Territory, and using any trademarks, (e) to acquire and operate a business operating one or more medical or non-medical personnel placement businesses located or operating in your Designated Territory, but if one of these businesses is located within your Designated Territory, it will not operate using the Proprietary Marks, and (f) to establish at any time a separate system and franchise offering different services and/or products under different trademarks, trade names and logos, without your consent Nothing in the Franchise Agreement obligates us to notify you or our establishment of a new franchise opportunity or to offer you the opportunity or right to purchase the new franchise opportunity

You may provide the Services ONLY to clients within your Designated Territory You may not engage in any promotional activities or sell any similar products or services, whether directly or indirectly, through or on the Internet, the World Wide Web, or any other similar proprietary or common carrier electronic delivery system (collectively, the ' Electronic Media"), through catalogs or other mail order devices sent or directed to clients or prospective clients located anywhere, or by telecopy or other telephonic or electronic communications, including toll-free numbers, directed to or received from clients or prospective clients located anywhere While you may place advertisements in printed media and on television and radio that are targeted to clients and prospective clients located within your Designated Territory, and you will not be deemed to be in violation of the Franchise Agreement if those advertisements, because of the natural circulation of the printed media or reach of television and radio, are viewed by prospective clients outside of your Designated Territory, you may not make any sales or provide any Services to clients located outside of your Designated Territory, unless the client is located in an area where there is not another CareBuilders At Home Business in operation

We and our affiliates may sell Services under the Marks within and outside your Designated Territory through any method of distribution other than a CareBuilders At Home Business, including sales through channels of distribution such as the Internet, catalog sales, telemarketing or other direct marketing sales (together, "alternative distribution channels") You may not use alternative distribution channels to make sales outside or inside your Designated Territory except as described in the following paragraph and you will not receive any compensation for our sales through alternative distribution channels except as described in the following paragraph

You will not receive an exclusive territory You may face competition from other Franchisees, from outlets that we own, or from other channel of distribution or competitive brands that we control

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 requests related to Services offered by a CareBuilders At Home Business calling for delivery or performance in your Designated Territory, then the request will be forwarded to you If you choose not to respond to the request or are unable to do so within the timeframe required by us, then we, one of our affiliates or a third party we designate (including another franchisee) may respond to the request, and you will not be entitled to any compensation in connection with the sale of products or provision of services resulting from this request All inquiries or requests placed through our Website will be our property

As described in Item 1, we have affiliates that offer medical care personnel placement on a temporary and permanent basis under the marks "ATC Healthcare Services", ' ATC Travel" and ' ATC Physician Services" In addition our Affiliate offers franchises for ATC Healthcare Services businesses under a separate disclosure document We describe earlier in this Item 12 what we may do anywhere and at any time

We reserve the right to establish other franchised or company-owned businesses which sell the Services under a different trade name or trademark without first obtaining your consent

National or Regional Account

We reserve the right to establish a national or regional account program A national or regional account includes any customer that has employees or offices in two or more locations, or which qualifies for corporate pricing for services Except as provided below in the following paragraph, you may not solicit the locations of a national or regional account without our prior written consent We may condition our consent (although we need not grant our consent) on your agreement to comply with certain requirements, and we may withdraw our consent for any reason You may service the national or regional accounts in your Designated Territory, but we may prohibit you from servicing these accounts if you do not attain minimum performance standards or you perform in a manner that damages our standing with a national or regional account If we withdraw our consent to your soliciting and/or servicing one or more national or regional accounts, you must stop all solicitation and servicing activity for that national or regional account(s) immediately

We will negotiate all terms, including services to be conducted and prices to be charged, with any national or regional account, and you must comply with any terms we agree to with the national or regional account If we retain the services of an account manager for any national or regional account for which you provide Services within your Designated Territory, you must pay the national or regional account fee described in Item 6 to the account manager

There are no other circumstances that permit us to modify your territorial rights

ITEM 13
TRADEMARKS

We grant to you the right to use certain trademarks, service marks and other commercial symbols in connection with the operation of your franchise We own the Proprietary Marks which have been registered or applied for registration on the Principal Register of the United States Patent and Trademark Office ("USPTO") as follows

Mark	Application Date	Serial Number	Registration Date	Registration Number
CareBuilders At Home (word mark)	9/6/2012	85/722,312	7/23/13	4,373,696
CareBuilders At Home (logo)	9/6/2012	85/722,340	7/23/13	4,373,697

We intend to file all affidavits and to renew our registration for the Marks when they become due

You must follow our rules when you use the Marks You may not use any Mark (1) in your corporate or legal business name, (2) with any prefix, suffix or other modifying words, terms, designs, or symbols (except for those we license to you), (3) in selling any unauthorized services or products, (4) as part of any domain name, electronic address, or search engine you maintain on any Website, or (5) in any other way we have not expressly authorized in writing

There are no currently effective determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of this state or any court, nor is there any pending interference, opposition, or cancellation proceeding nor any pending material litigation involving the Marks which may be relevant to their use in this state or in any other state

You must promptly notify us of any suspected unauthorized use of the Marks, any challenge to the validity of the Marks, or any challenge to our ownership of, our right to use and to license others to use, or your right to use, the Marks We have the sole right to direct and control any administrative proceeding or litigation involving the Marks, including any settlement We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Marks We may defend you against any third party claim, suit or demand arising out of your use of the Marks If we, in our sole discretion, determine that you have used the Marks in accordance with your Agreement, the cost of the defense, including the cost of any judgment or settlement, will be borne by us If we determine that you have not used the Marks in accordance with your Agreement, the cost of the defense, including the cost of any judgment or settlement, will be yours If there is any litigation relating to your use of the Marks, you must sign any and all documents and do any acts as may, in our opinion, be necessary to carry out the defense or prosecution, including becoming a nominal party to any legal action Except if this litigation is the result of your use of the Marks in a manner inconsistent with the terms of your Agreement, we will reimburse you for your out-of-pocket costs in doing these acts

There are no infringing uses actually known to us that could materially affect your use of the Marks in this state or elsewhere

We reserve the right to substitute different proprietary marks for use in identifying the System and the businesses operating under it, at our sole discretion We are not required to reimburse you for any costs you incur in relation to any change or substitution, such as the cost of changing stationery or signage, and have no obligation or liability to you as a result of any change or substitution

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We have no patents or registered copyrights or any pending patents that are material to the franchise

You must operate the Franchised Business in accordance with the standards and procedures specified in the Operations Manual One copy of the Operations Manual will be loaned to you by us for the term of the Franchise Agreement We may provide the Operations Manual in hard copy format or electronically, such as by CD-ROM or a password protected Website

You must treat the Operations Manual and any other manuals we create or approve for use in your operation of the Franchised Business, and the information contained in them, as confidential You must also use all reasonable efforts to maintain this information as secret and confidential and you must not duplicate, copy, record or otherwise reproduce these materials, in whole or in part, or make them available to any unauthorized person The Operations Manual remains our sole property and must be kept in a secure place on the premises of the Franchised Business

We may revise the contents of the Operations Manual and you must comply with each new or changed standard Revisions and changes to the Operations Manual will be maintained on SharePoint You must also make sure that the Operations Manual is kept current at all times If there is a dispute regarding the contents of the Operations Manual, the terms of the master copy maintained by us at our home office will be controlling

We claim proprietary rights in certain of our methods of operation and procedures which are included in the Operations Manual and which are our trade secrets You and each of your owners are prohibited, during and after the term of your Franchise Agreement, from communicating, or using for the benefit of any other person or entity, and, after the term of your Agreement, from using for your or their own benefit, any confidential information, knowledge or know-how concerning the methods of operation of the Franchised Business that may be communicated to you or any of your owners or that you may learn about, including these trade secrets You and each of your owners may divulge this confidential information only to your employees who must have access to it to operate the Franchised Business Neither you nor your owners are permitted at any time, without first obtaining our written consent, to copy, record or otherwise reproduce the materials or information nor make them available to any unauthorized person Any and all information, knowledge, know-how and techniques related to the System that we communicate to you are considered confidential The term "confidential information" includes System standards, market research, advertising and promotional campaigns, approved suppliers, operating results of Franchised Businesses, proprietary software, the negotiated terms of your Franchise Agreement with us, the Operations Manual, graphic designs and other intellectual property, and your client list

You must have all of your owners and employees sign confidentiality covenants similar to the ones described above

If you, your owners or employees develop any new concept, process or improvement in the operation or promotion of the Franchised Business, you must promptly notify us and give us all necessary information, free of charge You, your owners and employees must acknowledge that any of these concepts, processes or improvements will become our property and we may give the information to other franchisees

ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must at all times faithfully, honestly, and diligently perform your contractual obligations System Standards may regulate the staffing levels and employee qualifications, training, dress, and appearance of the Franchised Business You must participate in the day-to-day operation of the Franchised Business on a full-time basis You may also hire a manager to assist you in overseeing the Franchised Business's daily operation You and the manager must satisfactorily complete our initial training and your manager must be approved by us The manager need not have an equity interest in the Franchised Business but must agree in writing to preserve confidential information to which he or she has access We may regulate the form of agreement that you use and be a third party beneficiary of that agreement with independent enforcement rights All applicable employees of yours must be properly licensed, as required by applicable law All temporary and permanent placement employees you screen and we hire must at all times be properly licensed, credentialed and screened as required by applicable law and contractual obligations with clients

If you are a corporation, limited liability company, or partnership, your owners must personally guarantee your obligations under the Franchise Agreement and agree to be bound personally by every contractual provision, whether containing monetary or non-monetary obligations, including the covenant not to compete This Guaranty is part of the Franchise Agreement If we do not require one of your owners to sign the full Guaranty, that owner still must comply with all non-monetary obligations, including the covenant not to compete, as if he or she were the franchise owner

If you employ any individual in a managerial position who is at the time employed in a managerial position by us or any of our affiliates, or by another of our franchisees, you must pay the former employer for the reasonable costs and expenses the employer incurred for the training of the employee

You must also obtain covenants not to compete, including covenants applicable on the termination of the person's relationship with you, from your Franchised Business manager and each of your employees, and any holder of a beneficial interest in you (except for any limited partners) You must have all of your management personnel sign covenants that they will maintain the confidentiality of information they receive or have access to based on their relationship with you We reserve the right, in our discretion, to decrease the period of time or geographic scope of the non-competition covenants contained in the attachments or eliminate the non-competition covenants altogether for any party that must sign an agreement as described in this paragraph

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer all products and perform all services that we periodically require for CareBuilders At Home Businesses Our System Standards may regulate required and authorized products and services and product and service categories We periodically may change required and/or authorized products and services and product and service categories There are no limits on our right to do so

We do not impose any other restrictions in the Franchise Agreement or otherwise regarding the goods or services that you may offer or sell or as to the clients to whom you may offer or sell, except as described in Item 12 and below

You may not accept any employment order, assignment or request that is (1) subject to or conditioned upon race, creed, color, religion, age, sex, national origin, disability, marital status, veteran status or in violation of any federal, state or municipal laws concerning employment discrimination, (2) in violation of any federal, state or municipal wage and hour law, the Fair Labor Standards Act, the Occupational Safety and Health Administration Act or any other law, act or regulation of any governmental body or accreditation organization to which we subscribe, (3) for temporary or permanent services related to heavy or light industry, medical personnel or medical administrative staffing to healthcare facilities and providers, such as hospitals, nursing homes, hospices, medical centers, and in any type of school, business, correctional institution or residential facility where payment is made by the institution or facility, or (4) for any service which you have not been authorized by us to provide

You will also not accept, unless we give you prior written consent, any order for private-care staffing services (1) where the client is a firm in which you, or any member of your family, has a direct or indirect financial interest greater than 10%, (2) from clients we have not approved for credit, from clients who have reached or exceeded credit limits, upon notification by us, from a client who has violated or is violating our rules and requirements about paying invoices, or from a client we reasonably believe has financial difficulties, (3) where we determine that a prospective client or category of prospective clients is a poor credit risk, from a client who is on "credit hold" by us, or from a client who has outstanding invoices from us which are over 90 days old, (4) where in-home care employees will handle, control or have unsupervised access to valuable property, cash or negotiable securities, unless the client has signed an agreement we approve of, holding both us and you harmless from any liability or losses suffered as a result of the assignment, (5) from clients seeking to arrange payroll funding, employee leasing or similar/related programs, (6) where the services to be performed by the in-home care employee are performed upon your business premises, (7) where the services to be performed by the in-home care employee includes medical services outside the "basic medical services" definition as defined in Item 1, or (8) where the client is not a health care user or provider

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements You should read these provisions in the agreements attached to this Disclosure Document

Provision	Section in Franchise Agreement	Summary
(a) Length of the franchise term	1	10 years
(b) Renewal or extension of the term	13	If we are still franchising and you are in good standing, you may renew your franchise for two additional terms of five years each
(c) Requirements for franchisee to renew or extend	13	You must provide notice that you wish to renew your Franchise Agreement, you must be current in all payments and not in default of your Franchise Agreement, if we require, you must renovate and/or upgrade your Franchised Business, you must sign release and sign renewal Franchise Agreement, you must pay renewal fee You may be asked to sign a contract with materially different terms and conditions than your original contract, but the boundaries of your territory will remain the same, and the fees on renewal will not be greater than the fees that we then impose on similarly situated renewing franchisees
(d) Termination by franchisee	Not applicable	The Franchise Agreement does not provide for this But you may seek to terminate on any grounds available to you at law
(e) Termination by franchisor without cause	Not applicable	We may not terminate your Franchise Agreement without cause
(f) Termination by franchisor with cause	14	Each of your obligations under the Franchise Agreement is a material and essential obligation, the breach of which may result in termination
(g) "Cause" defined – curable defaults	14	Curable defaults include monetary defaults, failure to obtain required insurance or bonds, failure to comply with System Standards, failure to pay minimum annual Continuing Royalty Fee, permit gross margin percentage to go below 20% for two consecutive weeks

Provision	Section in Franchise Agreement	Summary
(h) "Cause" defined – non-curable defaults	14	Non-curable defaults include material misrepresentation or omission by you, failure to open Franchised Business on time, failure to complete training, abandonment, unapproved transfers, loss of required license, conviction of a felony or misdemeanor involving violence or moral turpitude, failure to maintain insurance, interference with our right to inspect, dishonest, illegal or unethical conduct, unauthorized use or disclosure of the Operations Manual or confidential information, repeated defaults (even if cured), bankruptcy, an assignment for the benefit of creditors, appointment of a trustee or receiver, violation of a non-compete restriction, uncured default under your lease, failure to pay amounts due, violation of any law, ordinance or regulation relating to terrorist activities or if assets, property or interests are "blocked" due to violations, failure to comply with any other provisions of the Agreement and failure not cured within required time, permit gross margin percentage to go below 20% for two consecutive weeks for a third time
(i) Franchisee's obligations on termination/non-renewal	15	Obligations include paying outstanding amounts (which may include liquidated damages), complete de-identification, assignment of contracts to us or our designee, and returning confidential information (also see (o) and (r) below)
(j) Assignment of contract by franchisor	12	No restriction on our right to assign, we may assign without your approval
(k) "Transfer" by franchisee – defined	12	Includes transfer of Franchise Agreement, sale of Franchised Business's assets and ownership change
(l) Franchisor approval of transfer by franchisee	12	No transfer without our prior written consent
(m) Conditions for franchisor approval of transfer	12	New franchisee qualifies and signs required agreements, you pay us all amounts due, including transfer fee, outstanding loan amounts and delinquent accounts, provide notice of the transfer, you sign release
(n) Franchisor's right of first refusal to acquire franchisee's business	12	We may match any offer for your Franchised Business or an ownership interest in you

Provision	Section in Franchise Agreement	Summary
(o) Franchisor's option to purchase franchisee's business	15	We may purchase all or a portion of your Franchised Business after termination or expiration of your Franchise Agreement
(p) Death or disability of franchisee	12	Upon your death or disability, we may assign a manager to operate your Franchised Business or we may purchase the business from your personal representatives or estate for a set price
(q) Non-competition covenants during the term of the franchise	7	You and your owners may not participate in a competitive business in any capacity
(r) Non-competition covenants after the franchise is terminated or expires	15	No direct or indirect ownership interest in, or performing for, a competitive business for two years within 75 miles of any CareBuilders At Home Franchised or Company owned Business in the System (same restrictions apply after transfer)
(s) Modification of the agreement	17	No modifications generally, but we may make changes to the Operations Manual and System Standards
(t) Integration/merger clause	17	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable 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	17	Except for certain claims, all disputes must be arbitrated in Nassau County, New York (subject to state law)
(v) Choice of forum	17	Nassau County, New York (subject to state law)
(w) Choice of law	17	New York (subject to state law)

ITEM 18
PUBLIC FIGURES

We do not use any public figure to promote our franchise However, we reserve the right to use any public figure we choose in the future without your permission

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

Actual results vary from Business to Business and we cannot estimate the results of any particular franchisee

The following historical information represents an average of revenue and gross margin achieved by 9 CareBuilders at Home franchisees having revenue in the seven months ended September 30, 2017, that were open for at least two fiscal years We are not representing that you can expect to achieve these revenues in your first year of operation, or at any time during the term of your franchise agreement Your revenues and expenses may vary significantly depending on a number of factors, including the location of your Business and how you operate your Business

#1 – Average Franchisee Seven Months Revenue

Seven Months Gross Revenue					
Year	**Average**	**Median**	**High**	**Low**	**% Above Average**
2017	$320,514	$263,096	$990,052	$19,586	33 33%

#2 – Average Franchisee Gross Margin Percent

During the seven months ended September 30, 2017, our franchisees had an average and median gross margin percent of 30 58% and 31 03%, respectively, with the highest and lowest gross margin percent being 48 45% and 18 82%, respectively 'Gross margin percent', as used in this paragraph, means total revenue less direct costs (described in Item 12), divided by total revenue

Some outlets have earned the amounts shown above Your individual results may differ There is no assurance that you'll earn as much

The figures used in this statement are average revenues only Net income will vary from Business to Business depending upon factors such as rental or real estate costs, costs of goods sold, labor costs and other costs relating to the operation of the Business

These Businesses offered substantially the same products and services to the public as you will We process all invoices and payments for these Businesses Written substantiation of the data used in preparing these sales figures will be made available to you upon reasonable request The information presented above has not been audited

There is no assurance that any particular percentage of your Business's revenues will be attributable to government contracts

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

Other than the preceding financial performance representations, ATC does 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 Savitsky, CareBuilders at Home, located at 1983 Marcus Avenue, Suite E-122, Lake Success, New York 11042 and phone (516) 750-1600, the Federal Trade Commission, and the appropriate state regulatory agencies

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No 1
Systemwide Outlet Summary
For Fiscal Years Ended February 29, 2016, February 28, 2017 and September 30, 2017

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	02/2016	7	12	+5
	02/2017	12	15	+3
	09/2017	15	15	0
Company-Owned	02/2016	0	0	0
	02/2017	0	0	0
	09/2017	0	0	0
Total Outlets	02/2016	7	13	+6
	02/2017	12	15	+3
	09/2017	15	15	0

Table No 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Fiscal Years Ended February 29, 2016, February 28, 2017 and September 30, 2017

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Minnesota	02/2016	1
	02/2017	0
	09/2017	0
Pennsylvania	02/2016	1
	02/2017	0
	09/2017	0
Total	02/2016	2
	02/2017	0
	09/2017	0

Table No 3
Status of Franchised Outlets
For Fiscal Years Ended February 29, 2016, February 28, 2017 and September 30, 2017

Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Termina-tions	Col 6 Non-Renewals	Col 7 Reacquired by Franchisor	Col 8 Ceased Operation s – Other Reasons	Col 9 Outlets at End of the Year
Arizona	02/2016	0	1	0	0	0	0	1
	02/2017	1	0	0	0	0	0	1
	09/2017	1	0	0	0	0	0	1
California	02/2016	2	0	0	0	0	1	1
	02/2017	1	0	0	0	0	0	1
	09/2017	1	0	0	0	0	0	1
Colorado	02/2016	0	1	0	0	0	0	1
	02/2017	1	0	0	0	0	0	1
	09/2017	1	0	0	0	0	0	1
Illinois	02/2016	1	0	0	0	0	0	1
	02/2017	1	0	0	0	0	0	1
	09/2017	1	0	0	0	0	0	1
Kentucky	02/2016	0	1	0	0	0	0	1

Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Termina-tions	Col 6 Non-Renewals	Col 7 Reacquired by Franchisor	Col 8 Ceased Operations – Other Reasons	Col 9 Outlets at End of the Year
	02/2017	1	0	0	0	0	0	1
	09/2017	1	0	0	0	0	0	1
Minnesota	02/2016	0	1	0	0	0	0	1
	02/2017	1	0	0	0	0	0	1
	09/2017	1	0	0	0	0	0	1
Ohio	02/2016	0	0	0	0	0	0	0
	02/2017	0	1	0	0	0	0	1
	09/2017	1	0	0	0	0	0	1
Pennsyl-vania	02/2016	4	0	0	0	0	0	4
	02/2017	4	0	0	0	0	0	4
	09/2017	4	0	0	0	0	0	4
Texas	02/2016	2	1	0	0	0	0	3
	02/2017	3	1	0	0	0	0	4
	09/2017	4	0	0	0	0	0	4
Total	02/2016	8	5	0	0	0	0	13
	02/2017	13	2	0	0	0	0	15
	09/2017	15	0	0	0	0	0	15

Table No 4
Status of Company-Owned Outlets
For Fiscal Years Ended February 29, 2016, February 28, 2017 and September 30, 2017

Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Outlets Reacquired from Franchisee	Col 6 Outlets Closed	Col 7 Outlets Sold to Franchisee	Col 8 Outlets at End of the Year
None	02/2016	0	0	0	0	0	0
	02/2017	0	0	0	0	0	0
	09/2017	0	0	0	0	0	0
Total	02/2016	0	0	0	0	0	0
	02/2017	0	0	0	0	0	0
	09/2017	0	0	0	0	0	0

Table No 5
Projected Openings as of September 30, 2017

Column 1 State	Column 2 Franchise Agreements Signed but Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year
Arizona	0	1	0
California	0	2	0
Colorado	0	1	0
Florida	0	1	0
Illinois	0	1	0
Kentucky	0	1	0
Maryland	0	1	0
Minnesota	0	1	0
Pennsylvania	0	1	0
Texas	0	2	0
Virginia	0	1	0
Washington DC	0	1	0
Wisconsin	0	1	0
Total	0	14	0

A list of the names of all franchisees and the addresses and telephones numbers of their Franchised Businesses are provided in Exhibit E to this Disclosure Document

The name, city, state and current business telephone number (or if unknown, the last known home telephone number) of every franchisee who had a business terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this disclosure document are listed on Exhibit F to this Disclosure Document **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system**

During the last three fiscal years, we have not had any franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experience with the CareBuilders At Home System

There are no trademark-specific organizations formed by our franchisees that are associated with the CareBuilders At Home System

ITEM 21
FINANCIAL STATEMENTS

Attached as Exhibit D to this Disclosure Document is our Parent's (including its subsidiaries) audited financial statements for the fiscal years ending February 29, 2016, February 28, 2017 and September 30, 2017 Also attached are unaudited financials as of January 31, 2018

The Guaranty of Performance by ATC Healthcare, Inc , our Parent and Guarantor is absolute and unconditional and is included in Exhibit E to this Disclosure Document

Our fiscal year end is September 30^{th}

ITEM 22
CONTRACTS

The following agreements are exhibits

Franchise Agreement – Exhibit C
Form of General Release – Exhibit I

ITEM 23
RECEIPTS

Two copies of an acknowledgment of your receipt of this Disclosure Document appear at the end of the Disclosure Document Please return one signed copy to us and retain the other for your records

EXHIBIT A TO THE DISCLOSURE DOCUMENT
LIST OF STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws and for service of process We may not yet be registered to sell franchises in any or all of these states

If a state is not listed, CareBuilders At Home, Inc has not appointed an agent for service of process in that state in connection with the requirements of franchise laws There may be states in addition to those listed below in which CareBuilders At Home, Inc has appointed an agent for service of process

There may also be additional agents appointed in some of the states listed

CALIFORNIA California Department of Business Oversight Department of Business Oversight 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7500 Toll Free (866) 275-2677 1515 K Street, Suite 200 Sacramento, CA 95814 (916) 445-7205 1350 Front Street San Diego, CA 92101 (619) 525-4233 One Sansome Street, Suite 600 San Francisco, CA 94104 (415) 972-8559	**CONNECTICUT** State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230 Agent Banking Commissioner
HAWAII (state administrator) Franchised Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722 (agent for service of process) Commissioner of Securities State of Hawaii 335 Merchant Street Honolulu, Hawaii 96813 (808) 586-2722	**ILLINOIS** Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465

INDIANA (state administrator) Indiana Secretary of State Securities Division, E-111 302 Washington Street Indianapolis, Indiana 46204 (317) 232-6681 (agent for service of process) Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204 (317) 232-6531	**MARYLAND** (state administrator) Office of the Attorney General Securities Division 200 St Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360 (for service of process) Maryland Securities Commissioner 200 St Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360
MICHIGAN (state administrator) Consumer Protection Division Antitrust and Franchise Unit Michigan Department of Attorney General 525 W Ottawa Street, 6th Floor Lansing, Michigan 48933 (517) 373-7117 (for service of process) Corporations Division Bureau of Commercial Services Department of Labor and Economic Growth P O Box 30054 Lansing, Michigan 48909	**MINNESOTA** (state administrator) Minnesota Department of Commerce 85 7th Place East, Suite 280 St Paul, Minnesota 55101-2198 (651) 539-1600 (for service of process) Minnesota Commissioner of Commerce
NEW YORK (state administrator) New York State Department of Law Bureau of Investor Protection and Securities 120 Broadway, 23rd Floor New York, New York 10271 (212) 416-8211 (for service of process) Secretary of State of New York One Commerce Plaza, 99 Washington Avenue Albany, New York 12231 (518) 474-4750	**NORTH DAKOTA** North Dakota Securities Department State Capitol, Fifth Floor, Dept 414 600 East Boulevard Avenue Bismarck, North Dakota 58505 (701) 328-4712

OREGON Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	**RHODE ISLAND** Securities Division Department of Franchised Business Regulation, Bldg 69, First Floor John O Pastore Franchised Business 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9582
SOUTH CAROLINA (for service of process) National Data Access Corp 2 Office Park Court, Suite 103 Columbia, South Carolina 29223 1800-400-6650 Denise Fowler	**SOUTH DAKOTA** Division of Insurance Securities Regulation 124 S Euclid Avenue, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
VIRGINIA State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051 (for service of process) Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733	**WASHINGTON** (state administrator) Department of Financial Institutions Securities Division 150 Israel Road S W Tumwater, Washington 98501 (360) 902-8760 (for service of process) Director, Department of Financial Institutions Securities Division 150 Israel Road S W Tumwater, Washington 98501
WISCONSIN (state administrator) Division of Securities Department of Financial Institutions 201 W Washington Ave , 3rd Floor Madison, Wisconsin 53703 (608) 266-1064 (for service of process) Administrator, Division of Securities Department of Financial Institutions 201 W Washington Ave , 3rd Floor Madison, Wisconsin 53703	

EXHIBIT B TO THE DISCLOSURE DOCUMENT

MULTI-STATE ADDENDUM

CALIFORNIA APPENDIX

1 California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination or non-renewal of a franchise If the Franchise Agreement contains provisions that are inconsistent with the law, the law will control

2 The Franchise Agreement provides for termination upon bankruptcy This provision may not be enforceable under Federal Bankruptcy Law (11 U S C A Sec 101 et seq)

3 The Franchise Agreement contains covenants not to compete which extend beyond the termination of the agreements These provisions may not be enforceable under California law

4 Section 31125 of the California Corporation Code requires the franchisor to provide you with a disclosure document before asking you to agree to a material modification of an existing franchise

5 Neither the franchisor, any person or franchise broker in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U S C A 79a et seq , suspending or expelling such persons from membership in such association or exchange

6 The Franchise Agreement requires binding arbitration The arbitration will occur in New York with the costs being borne by the franchisee and franchisor Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040 5 Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California

7 The Franchise Agreement requires application of the laws of New York This provision may not be enforceable under California law

8 You must sign a general release if you renew or transfer your franchise California Corporation Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516) Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043)

9 THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT

10 Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040 5 Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California

11 The Franchise Agreement contains a liquidated damages clause Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable

12 OUR WEBSITE, www carebuildersathome com, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE

DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT at www dbo ca gov

13 Item 19 of the Disclosure Document is amended to comply with provisions of the California Code of Regulations Section 310 114 1 (c)(6) which states 'The earnings claims figure(s) does (do) not reflect the costs of sales, operating expenses, or 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 the costs and expenses you will incur in operating your CareBuilders At Home franchised business Franchisees or former franchisees, listed in the Disclosure Document, may be one source of this information

14 Pursuant to the Home Care Services Consumer Protection Act of 2013, (the 'Act"), you must comply with the licensure and certification requirements of the Home Care Services Bureau (HCSB) effective January 1, 2016 The Act will apply to California agencies that provide home care services to consumers Home care services as related to this Act include nonmedical services and assistance provided but registered home care aide to a client who, perhaps because of advanced age or physical or mental disability, cannot perform these services These services enable the client to remain in his or her residence and include, but are not limited to assistance with the following bathing, dressing, shopping, feeding, exercising and personal hygiene and grooming For further information about the Home Care Services Consumer Protection Act, please visit the following website hhtp//www ccld ca gov/PG3654 htm

ADDENDUM REQUIRED BY THE STATE OF ILLINOIS

1 The following item must be included within the Disclosure Document and shall replace the language that is in the Disclosure Document itself

> Section 4, Jurisdiction and Venue, of the Illinois Franchise Disclosure Act of 1987 ('Act") states that "any provision in the franchise agreement which designates jurisdiction or venue in a forum outside of this State is void with respect to any cause of action which otherwise is enforceable in this State, provided that a franchise agreement may provide for arbitration in a forum outside of this State" This Section of the Act replaces any contradictory language contained in the Franchise Agreement

2 Illinois law governs the Franchise Agreement

3 Any releases and/or waivers that we request you to sign must conform with Section 41, Waivers Void of the Illinois Franchise Disclosure Act of 1987 which states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code"

4 Under Illinois law at 200 608, Jurisdiction and Venue, a franchise agreement may not provide for a choice of law of any state other than Illinois The Summary column of Items 17(v) and (w)

of the Disclosure Document are amended to state "Illinois law' The appropriate sections of the Franchise Agreement are amended accordingly

5 The Franchise Agreement is amended to comply with Section 27, Periods of Limitation, of the Act to allow any and all claims and actions arising out of or relating to these Agreements, the relationship of Franchisor and Franchisee or your operation of the Franchise brought by you against us shall be commenced within 3 years from the occurrence of the facts giving rise to such claim or action, within 1 year after you become aware of the facts or circumstances indicating you may have a claim for relief, or 90 days after delivery to you of a written notice disclosing the violation, or such claim or action will be barred

6 Item 17(g) of the Disclosure Document and the appropriate sections of the Franchise Agreement are amended by changing the time frame to cure defaults, excluding defaults for safety or security issues, to 30 days

ADDENDUM REQUIRED BY THE STATE OF INDIANA

1 To be added to Item 3 of the Disclosure Document, is the following statement

There are presently no arbitration proceedings to which the Franchisor is a party

2 Item 17 of the Disclosure Document is amended to reflect the requirement under Indiana Code 23-2-2 7-1 (9), which states that any post term non-compete covenant must not extend beyond the franchisee's exclusive territory

3 Item 17 is amended to state that this is subject to Indiana Code 23-2-2 7-1 (10)

4 Under Indiana Code 23-2-2 7-1 (10), jurisdiction and venue must be in Indiana if the franchisee so requests The appropriate sections of the Franchise Agreement are hereby amended

5 Under Indiana Code 23-2-2 7-1 (10), franchisee may not agree to waive any claims or rights

ADDENDUM REQUIRED BY THE STATE OF MARYLAND

This will serve as the State Addendum for the State of Maryland for CareBuilders At Home, Inc 's Franchise Disclosure Document and for its Franchise Agreement The amendments to the Franchise Agreement included in this addendum have been agreed to by the parties

1 Item 17 of the Disclosure Document is amended to state that 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

2 Item 17 of the Disclosure Document is amended to state that a franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law

3 Item 17 of the Disclosure Document is amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise

4 Item 17 of the Disclosure Document is amended to state that the provisions in the Franchise Agreement which provide for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U S C Section 101 et seq)

5 The appropriate sections of the Franchise Agreement are amended to permit a franchisee to bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law

6 The appropriate sections of the Franchise Agreement are amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise

7 The appropriate sections of the Franchise Agreement are amended to state that 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

8 The Franchise Agreement and Franchisee Disclosure Acknowledgment Statement are amended to include the following statement "All representations 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 "

DISCLOSURE REQUIRED BY THE STATE OF MICHIGAN

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU

(a) A prohibition on the right of a franchisee to join an association of franchises

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver or estoppel which deprives a franchisee of rights and protections provided in this act This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than thirty (30) days, to cure such failure

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures and furnishings Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation This subsection applies only if (i) the term of the franchise is less than five (5) years, and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least six (6) months' advance notice of franchisor's intent not to renew the franchise

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances This section does not require a renewal provision

(f) A provision requiring that arbitration or litigation be conducted outside this state This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise Good cause shall include, but is not limited to

(i) Failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations

(iv) The failure oi the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c)

(i) A provision which permits the franchisor to directly or indirectly convey, assign or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE ATTORNEY GENERAL

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, franchisee has the right to request an escrow arrangement

Any questions regarding this notice should be directed to

Consumer Protection Division
Attn Marilyn McEwen
525 W Ottawa Street, 6th Floor
Lansing, Michigan 48933
(517) 373-7117

ADDENDUM REQUIRED BY THE STATE OF MINNESOTA

This addendum to the Disclosure Document effectively amends and revises said Disclosure Document and Franchise Agreement as follows

1 Item 13 of the Disclosure Document and the Franchise Agreement are amended by the addition of the following language to the original language that appears therein

> "In accordance with applicable requirements of Minnesota law, Franchisor shall protect Franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or shall indemnify Franchise from any loss, costs or expenses arising out of any claim, suit or demand regarding such use "

2 Item 17 of the Disclosure Document and the Franchise Agreement are amended by the addition of the following language to the original language that appears therein

> ' With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes Sec 80C 14, Subds 3, 4 and 5, which require (except in certain specified cases) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and that consent to the transfer of the franchise will not be unreasonably withheld "

3 Item 17 of the Disclosure Document and the Franchise Agreement are amended by the addition of the following language to amend the Governing Law, Jurisdiction and Venue, and Choice of Forum sections

> "Minn Stat Sec 80C 21 and Rule 2860 4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction "

4 Item 17 of the Disclosure Document and the Franchise Agreement are amended by the addition of the following language to the original language that appears therein

> "Minn Rule 2860 4400D prohibits us from requiring you to assent to a general release "

5 Any reference to liquidated damages in the Franchise Agreement is hereby deleted in accordance with Minn Rule 2860 4400J which prohibits requiring you to consent to liquidated damages

6 The Franchise Agreement is hereby amended to comply with Minn Rule 2860 4400J which prohibits waiver of a jury trial

7 The Franchise Agreement is hereby amended to comply with Minn Stat §80C 17, Subd 5 regarding Limitations of Claims

8 Item 6, Insufficient Fund Fees NSF fees are governed by Minnesota Statute 604 113, which puts a cap of $30 on a NSF check This applies to everyone in Minnesota who accepts checks except banks

9 Under Minn Rule 2860 440J, the franchisee cannot consent to the franchisor obtaining injunctive relief The franchisor may seek injunctive relief A court will determine if a bond is required The Franchise Agreement is hereby amended accordingly

ADDENDUM REQUIRED BY THE DEPARTMENT OF LAW OF THE STATE OF NEW YORK

1 The following information is added to the cover page of the Franchise Disclosure Document

INFORMATION COMPARING FRANCHISORS IS AVAILABLE CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271 THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT

2 The following is added at the end of Item 3

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark

A No such party has an administrative, criminal or civil action pending against that person alleging a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations

B No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations

C No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging violation of a franchise, antifraud, or securities law, fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations

D No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent

Pending Litigation

None

Completed Litigation

1 *Securities and Exchange Commission in the matter of ATC Healthcare Inc* (Administrative Proceeding File No 3-14245) In February 2011, the SEC initiated these proceedings pursuant to Section 12(j) of the Securities Exchange Act of 1934 Without admitting or denying any findings in this proceeding, we have reached a settlement with the SEC and registration of shares of our stock, formerly traded on the Pink Sheets under the symbol ' AHNA", have been revoked

2 *Roaring Fork Capital SBIC L P v ATC Healthcare Inc et al* (District Court, City and County of Denver, Colorado, Case No 2010-cv-1247) In February 2010, Plaintiff, a former investor in ATC Healthcare, Inc , filed two virtually identical lawsuits against ATC, and some of its current and former officers and directors, in the Colorado federal and state courts Plaintiff's complaints allege violations of the federal Securities Exchange Act, the Colorado Securities Act, and the common law tort of negligent misrepresentation Plaintiff bases its claim on eight alleged accounting and controls issues Defendant believes that Plaintiff's case parallels Defendants accounting malpractice action filed in New York against Defendant's former auditors The defendants filed motions to dismiss the federal case, which have been granted, and Plaintiff has withdrawn its claims against former officers and directors of Defendant, except David Savitsky and Andrew Reiben On May 21 2012 the parties entered into a memorandum of understanding outlining the essential terms and conditions of an agreement in principle where the Defendants' officer's liability insurance policy will pay the Plaintiff the amount agreed upon by the parties in full settlement of the matter

3 The following is added to the end of Item 4

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular (a) filed as debtor (or had filed against it) a petition to start an action under the U S Bankruptcy Code, (b) obtained a discharge of its debts under the bankruptcy code, or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U S Bankruptcy Code or that obtained a discharge of its debts under the U S Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership

4 The following is added to the end of Item 5

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion

5 The following is added to the end of the 'Summary" sections of Item 17(c), titled "Requirements for franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer"

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force, it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687 4 and 687 5 be satisfied

6 The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee'

You may terminate the agreement on any grounds available by law

7 The following is added to the end of the 'Summary" section of Item 17(j), titled "Assignment of contract by franchisor"

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement

8 The following is added to the end of the "Summary' sections of Item 17(v), titled "Choice of forum", and Item 17(w), titled 'Choice of law"

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York

DISCLOSURES REQUIRED BY NORTH DAKOTA LAW

This addendum to the Disclosure Document and Franchise Agreement effectively amends and revises said documents as follows

1 Item 17(c) of the Disclosure Document and Section 13 of the Franchise Agreement are hereby amended to indicate that a franchisee shall not be required to sign a general release

2 Covenants not to compete are generally considered unenforceable in the State of North Dakota, in accordance with Section 51-19-09 of the North Dakota Franchise Investment Law Item 17(r) of the Disclosure Document and Section 15 of the Franchise Agreement are amended accordingly

3 Item 6 and Item 17(i) of the Disclosure Document and Article 15 of the Franchise Agreement require the franchisee to consent to termination or liquidated damages Since the Commissioner has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law, these provisions are hereby deleted in each place they appear in the Disclosure Document and Franchise Agreement used in North Dakota

4 Item 17(u) of the Disclosure Document and Section 17 of the Franchise Agreement are amended to provide that arbitration shall be held at a site that is agreeable to all parties

5 Item 17(v) of the Disclosure Document and the provisions of Section 17 of the Franchise Agreement which require jurisdiction of courts in the State of New York are deleted

6 Item 17(w) of the Disclosure Document and Section 17 of the Franchise Agreement are amended to indicate that the agreements are to be construed according to the laws of the State of North Dakota

7 Apart from civil liability as set forth in Section 51-19-12 N D C C, which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud), the liability of the franchisor to a franchisee is based largely on contract law Despite the fact that those provisions are not contained in the franchise investment law, those provisions contain substantive rights intended to be afforded to North Dakota residents Therefore, North Dakota franchisees will not be required to waive their rights under North Dakota law

8 The provisions of Section 17 of the Franchise Agreement which require a franchisee to consent to (1) a waiver of trial by jury and (2) a waiver of exemplary and punitive damages are contrary to Section 51-19-09 of the North Dakota Franchise Investment Law and are hereby deleted

9 The provisions of Section17 of the Franchise Agreement which require a franchisee to consent to a limitation of claims are hereby amended to state that the statute of limitations under North Dakota law applies

ADDENDUM REQUIRED BY THE STATE OF RHODE ISLAND

The following amends Item 17 and is required to be included within the Disclosure Document and shall be deemed to supersede the language in the Disclosure Document itself

Section 19-28 1-14 of the Rhode Island Franchise Investment Act provides that

> ' A provision in a franchise agreement restricting jurisdiction or venue to a forum outside of this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act "

ADDENDUM REQUIRED BY THE COMMONWEALTH OF VIRGINIA

In recognition of the restrictions contained in Section 13 1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for CareBuilders At Home, Inc for use in the Commonwealth of Virginia shall be amended as follows

1 Additional Disclosure The following statements are added to Item 17 h

Pursuant 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 and development agreement does not constitute 'reasonable cause," as that the term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, the provision may not be enforceable

Pursuant to Section 13 1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable

ADDENDUM REQUIRED BY THE STATE OF WASHINGTON

The State of Washington has a statute, RCW 19 100 180, which may supersede the Franchise Agreement in your relationship with the Franchisor, including the areas of termination and renewal of your franchise There may also be court decisions which may supersede the Franchise Agreement in your relationship with the Franchisor, including the areas of termination and renewal of your franchise

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the State of Washington or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19 100 RCW shall prevail

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act or rights or remedies under the Act, such as a right to a jury trial, may not be enforceable

Transfer fees are collectable to the extent that they reflect the Franchisor's reasonable estimated or actual costs in effecting a transfer

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this ______ day of ______________, 20___

ATTEST

CAREBUILDERS AT HOME, INC

____
Witness

By ______________________________________
Name ____________________________________
Title _____________________________________

FRANCHISEE

____
Witness

____

EXHIBIT C TO THE DISCLOSURE DOCUMENT
FRANCHISE AGREEMENT

EXHIBIT E TO THE DISCLOSURE DOCUMENT
LIST OF FRANCHISEES WITHOUT LICENSES TO OPERATE
(As of September 30, 2017)

Illinois	
MINNESOTA	
Joel Denney 250 Pairie Center Drive Suite 317 Eden Prairie, MN 55344 612-730-6682 (Ramsey County location transferred from Boa Vang Opened November 2013 **Not yet Licensed**	
PENNSYLVANIA	
Brian Fishman Upper Montgomery County 1325 Spruce Street Suite 4000 Philadelphia, Pennsylvania 19107 Opened October 2013 **Not yet Licensed**	
TEXAS	
David Nitzschke CareBuilders At Home Houston 2 2116 Pleasant Palm Circle League City, Texas 77573 832-900-9416 Opened November 2012 **Not yet Licensed**	Dr Harold Adams and Bonnie Benkula Belaire 2100 West Loop South Suite 902 Houston, Texas 77027 832-900-9416 Opened December 2013 **Not yet Licensed**
Dr Harold Adams and Bonnie Benkula Sugarland 2100 West Loop South Suite 902 Houston, Texas 77027 832-900-9416 Opened November 2013 **Not yet Licensed**	Dr Harold Adams and Bonnie Benkula Katy 2100 West Loop South Suite 902 Houston, Texas 77027 832-900-9416 Opened December 2013 **Not yet Licensed**

EXHIBIT F TO THE DISCLOSURE DOCUMENT
FRANCHISFES WHO HAVE LEFT THE SYSTEM
(As of September 30, 2017)

EXHIBIT G TO THE DISCLOSURE DOCUMENT
TABLE OF CONTENTS OF THE OPERATIONS MANUAL

Table of Contents

EXHIBIT H TO THE DISCLOSURE DOCUMENT

FRANCHISEE DISCLOSURE ACKNOWLEDGMENT STATEMENT

As you know, CareBuilders At Home, Inc (the “Franchisor ’) and you are preparing to enter into a Franchise Agreement (the “Franchise Agreement”) for the establishment and operation of a CareBuilders At Home Business (the ‘Franchised Business”) The purpose of this Questionnaire is to determine whether any statements or promises were made to you by employees or authorized representatives of the Franchisor, or by employees or authorized representatives of a broker acting on behalf of the Franchisor (“Broker”) that have not been authorized, or that were not disclosed in the Disclosure Document or that may be untrue, inaccurate or misleading The Franchisor, through the use of this document, desires to ascertain (a) that the undersigned, individually and as a representative of any legal entity established to acquire the franchise rights, fully understands and comprehends that the purchase of a franchise is a business decision, complete with its associated risks, and (b) that you are not relying upon any oral statement, representations, promises or assurances during the negotiations for the purchase of the franchise which have not been authorized by Franchisor

In the event that you are intending to purchase an existing Franchised Business from an existing Franchisee, you may have received information from the transferring Franchisee, who is not an employee or representative of the Franchisor The questions below do not apply to any communications that you had with the transferring Franchisee Please review each of the following questions and statements carefully and provide honest and complete responses to each

1 Are you seeking to enter into the Franchise Agreement in connection with a purchase or transfer of an existing Franchised Business from an existing Franchisee?

Yes _____ No _____

2 I had my first face-to-face meeting with a Franchisor representative on ______________, 20___

3 Have you received and personally reviewed the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes _____ No _____

4 Do you understand all of the information contained in the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes _____ No _____

If no, what parts of the Franchise Agreement, any Addendum, and/or related agreement do you not understand? (Attach additional pages, if necessary)

____

____

____

____

____

____

5 Have you received and personally reviewed the Franchisor's Disclosure Document that was provided to you?

Yes _____ No _____

6 Did you sign a receipt for the Disclosure Document indicating the date you received it?

Yes _____ No _____

7 Do you understand all of the information contained in the Disclosure Document and any state-specific Addendum to the Disclosure Document?

Yes _____ No _____

If No, what parts of the Disclosure Document and/or Addendum do you not understand? (Attach additional pages, if necessary)

8 Have you discussed the benefits and risks of establishing and operating a Franchised Business with an attorney, accountant, or other professional advisor?

Yes _____ No _____

If No, do you wish to have more time to do so?

Yes _____ No _____

9 Do you understand that the success or failure of your Franchised Business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, location, lease terms, your management capabilities and other economic, and business factors?

Yes _____ No _____

10 Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the actual or potential revenues, profits or operating costs of any particular Franchised Business operated by the Franchisor or its franchisees (or of any group of such businesses), that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

11 Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise regarding the amount of money you may earn in operating the Franchised Business that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

12 Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the total amount of revenue the Franchised Business will generate that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

13 Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise regarding the costs you may incur in operating the Franchised Business that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

14 Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Business?

Yes _____ No _____

15 Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement, promise or agreement concerning the advertising, marketing training, support service or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document or Franchise Agreement?

Yes _____ No _____

16 Have you entered into any binding agreement with the Franchisor concerning the purchase of this franchise prior to today?

Yes _____ No _____

17 Have you paid any money to the Franchisor concerning the purchase of this franchise prior to today?

Yes _____ No _____

18 Have you spoken to any other franchisee(s) of this system before deciding to purchase this franchise? If so, who? ____

____

If you have answered No to question 9, or Yes to any one of questions 10-17, please provide a full explanation of each answer in the following blank lines (Attach additional pages, if necessary, and refer to them below) If you have answered Yes to question 9, and No to each of questions 10-17, please leave the following lines blank

I signed the Franchise Agreement and Addendum (if any) on ______________, 20___, and acknowledge that no Agreement or Addendum is effective until signed and dated by the Franchisor

Please understand that your responses to these questions are important to us and that we will rely on them By signing this Questionnaire, you are representing that you have responded truthfully to the above questions In addition, by signing this Questionnaire, you also acknowledge that

A You recognize and understand that business risks, which exist in connection with the purchase of any business, make the success or failure of the franchise subject to many variables, including among other things, your skills and abilities, the hours worked by you, competition, interest rates, the economy, inflation, franchise location, operation costs, lease terms and costs and the marketplace You hereby acknowledge your awareness of and willingness to undertake these business risks

B You agree and state that the decision to enter into this business risk is in no manner predicated upon any oral representation, assurances, warranties, guarantees or promises made by Franchisor or any of its officers, employees or agents (including the Broker or any other broker) as to the likelihood of success of the franchise Except as contained in the Disclosure Document, you acknowledge that you have not received any information from the Franchisor or any of its officers, employees or agents (including the Broker or any other broker) concerning actual, projected or forecasted franchise sales, profits or earnings If you believe that you have received any information concerning actual, average, projected or forecasted franchise sales, profits or earnings other than those contained in the Disclosure Document, please describe those in the space provided below or write 'None"

C You further acknowledge that the President of the United States of America has issued Executive Order 13224 (the "Executive Order") prohibiting transactions with terrorists and terrorist organizations and that the United States government has adopted, and in the future may adopt, other anti-terrorism measures (the 'Anti-Terrorism Measures") The Franchisor therefore requires certain certifications that the parties with whom it deals are not directly involved in terrorism For that reason, you hereby certify that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, is

(i) a person or entity listed in the Annex to the Executive Order,

(ii) a person or entity otherwise determined by the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism,

(iii) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism, or

(iv) owned or controlled by terrorists or sponsors of terrorism

You further covenant that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, will during the term of the Franchise Agreement become a person or entity described above or otherwise become a target of any Anti-Terrorism Measure

Acknowledged this _____ day of _______________, 20___

Sign here if you are taking the franchise as an

INDIVIDUAL

____
Signature

Print Name______________________

____
Signature

Print Name______________________

____
Signature

Print Name______________________

____
Signature

Print Name______________________

Sign here if you are taking the franchise as a CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP

____
Print Name of Legal Entity

By ____________________________
Signature

Print Name______________________

Title__________________________

EXHIBIT I TO THE DISCLOSURE DOCUMENT

GENERAL RELEASE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____________, 20___ by and between CareBuilders At Home, Inc , a Georgia corporation having its principal place of business located at 1983 Marcus Avenue, Suite E-122, Lake Success, New York 11042 (the 'Franchisor), and _________________, a ____________ with a principal address at ____________________ (hereinafter referred to as "Releasor"), wherein the parties hereto, in exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and in reliance upon the representations, warranties, and comments herein are set forth, do agree as follows

1 **Release by Releasor**

Releasor does for itself, its successors and assigns, hereby release and forever discharge generally the Franchisor and any affiliate, wholly owned or controlled corporation, subsidiary successor or assign thereof and any shareholder, officer, director, employee, or agent of any of them, from any and all claims, demands, damages, injuries, agreements and contracts, indebtedness, accounts of every kind or nature, whether presently known or unknown, suspected or unsuspected, disclosed or undisclosed, actual or potential, which Releasor may now have, or may hereafter claim to have or to have acquired against them of whatever source or origin, arising out of or related to any and all transactions of any kind or character at any time prior to and including the date hereof, including generally any and all claims at law or in equity, those arising under the common law or state or federal statutes, rules or regulations such as, by way of example only, franchising, securities and anti-trust statutes, rules or regulations, in any way arising out of or connected with the Agreement, and further promises never from this day forward, directly or indirectly, to institute, prosecute, commence, join in, or generally attempt to assert or maintain any action thereon against the Franchisor, any affiliate, successor, assign, parent corporation, subsidiary, director, officer, shareholder, employee, agent, executor, administrator, estate, trustee or heir, in any court or tribunal of the United States of America, any state thereof, or any other jurisdiction for any matter or claim arising before execution of this Agreement In the event Releasor breaches any of the promises covenants, or undertakings made herein by any act or omission, Releasor shall pay, by way of indemnification, all costs and expenses of the Franchisor caused by the act or omission, including reasonable attorneys' fees

2 Releasor hereto represents and warrants that no portion of any claim, right, demand, obligation, debt, guarantee, or cause of action released hereby has been assigned or transferred by Releasor party to any other party, firm or entity in any manner including, but not limited to, assignment or transfer by subrogation or by operation of law In the event that any claim, demand or suit shall be made or institute against any released party because of any such purported assignment, transfer or subrogation, the assigning or transferring party agrees to indemnify and hold such released party free and harmless from and against any such claim, demand or suit, including reasonable costs and attorneys' fees incurred in connection therewith It is further agreed that this indemnification and hold harmless agreement shall not require payment to such claimant as a condition precedent to recovery under this paragraph

3 Each party acknowledges and warrants that his, her or its execution of this Agreement is free and voluntary

4 New York law shall govern the validity and interpretation of this Agreement, as well as the performance due thereunder This Agreement is binding upon and inures to the benefit of the respective assigns, successors, heirs and legal representatives of the parties hereto

5 In the event that any action is filed to interpret any provision of this Agreement, or to enforce any of the terms thereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred therein, and said action must be filed in the State of New York

6 This Agreement may be signed in counterparts, each of which shall be binding against the party executing it, and considered as the original

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this agreement effective as of the date first above

Witness ______________________

RELEASOR

____
(Name)

Witness ______________________

CAREBUILDERS AT HOME, INC

By ______________________
Name ______________________
Title ______________________

RECEIPT
(KEEP THIS COPY FOR YOUR RECORDS)

This disclosure document summarizes certain provisions of the Franchise Agreement and other information in plain language Read this disclosure document and all agreements carefully

If CareBuilders At Home, Inc offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first

If CareBuilders At Home, Inc does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the appropriate state agency listed on Exhibit A

The franchisor is CareBuilders At Home, Inc , located at 1983 Marcus Avenue, Suite E-122, Lake Success, New York 11042 Its telephone number is (516) 750-1600

Issuance date January 29, 2018

The name, principal business address and telephone number of the franchise seller for this offering is David Savitsky
1983 Marcus Avenue Suite E-122, Lake Success, New York 11042
(516) 750-1600

CareBuilders At Home, Inc authorizes the agents listed in Exhibit A to receive service of process for it

I have received a disclosure document dated ________________, 20___ that included the following Exhibits

A – List of State Agencies/Agents for Service of Process	F – List of Franchisees Who Have Left the System
B – – Multi-State Addendum and Sales Agent Disclosure Forms	G – Table of Contents of Operations Manual
C – Franchise Agreement	H – Franchisee Disclosure Acknowledgment Statement
D – Financial Statements (Including Guaranty of Performance)	I – Form of General Release
E – List of Franchisees	

Date ______________________
(Do not leave blank)

____
Signature of Prospective Franchisee

____
Print Name

You may return the signed receipt either by signing, dating and mailing it to CareBuilders At Home, Inc at 1983 Marcus Avenue, Suite E-122, Lake Success, New York 11042, or by faxing a copy of the signed and dated receipt to CareBuilders At Home, Inc at (516) 750-1683

RECEIPT
(RETURN THIS COPY TO US)

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(Do not leave blank)

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