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EXHIBITS:

- A - List of State Administrators/Agents for Service of Process
- B - State Specific Addenda
- C - Franchise Agreement
- D - Financial Statements
- D-1 - Guarantee of Performance
- E - List of Franchisees and Franchisees Who Have Left the System
- F - Table of Contents of the Brand Standards Manual
- G - Form of General Release

State Effective Dates

Receipts

Chief Executive Officer (CEO) and Director – David Savitsky

Mr. Savitsky has been our CEO and Director since December 2001.

President - Eugenia Kelly Spencer

Ms. Spencer has been our President since February 2024. From June 2022 to January 2024 Ms. Spencer was an independent consultant in Falls Church, VA. From October 2018 to April 2022 Ms. Church was Vice President of Professional Services for Express Professional Services located in Oklahoma City, Oklahoma.

Chief Financial Officer – Edward Silver

Mr. Silver has been our Chief Financial Officer since October 2021. From January 2020 to October 2021, Mr. Silver was CFO at Citromax Industries in Carlstadt, New Jersey. Previous to that, he was with Gould Paper, headquartered in New York, New York, for 22 years, with the final eight years spent as CFO.

Chief Information Officer – Scott Gultz

Mr. Gultz has been our Chief Information Officer since July 2022. Prior to that, Mr. Gultz served as (a) Manager, Medial Center IT Clinical Desktop Support of NYU Langone Health in Brooklyn, New York, from April 2021 to July 2022; and (b) Director of IT of Patek Philippe (The Henri Stern Watch Agency, Inc.) from May 2013 to April 2021.

Senior Vice President of Nursing and Compliance – Rita Franklin

Ms. Franklin has been our Senior Vice President of Nursing and Compliance since July 2022. Prior to that, she served as our Vice President of Nursing and Compliance from April 2016 to July 2022.

Vice President of Franchise Operations – Pete Spillum

Mr. Spillum has been our Vice President of Franchise Operations since January of 2024. Previously, Mr. Spillum served as the Vice President of Operations for Town Square Franchising from April 2021 to August 2023. Mr Spillum was also Senior Franchise Operations Director with Senior Helpers from April 2020 to April 2021. Prior to that, Mr. Spillum served as Assistant Vice President for BrightStar Care Franchising from February 2010 to March 2020.

Vice President of Contracting - Cheryl Stein

Cheryl Stein has been our Vice President of Contracting since January of 2020. Prior to that, Ms. Stein had been our Director of Contracts since February 2014.

Vice President of Human Resources - Amanda Menzie

Ms. Menzie has been our Vice President of Human Resources since February 2022. Prior to that, Ms. Menzie served as (a) Human Resources Director for The IDEAL School of Manhattan in New York, NY from August 2018 to March 2022; and (b) Human Resources Director, North America for Thomas Pink N.A. (NVMH) from February 2014 to May 2018.

Director of Franchise Development – Jennifer Wiedemann

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate the Franchised Business according to our Brand Standards. Brand Standards may specify, among other things, the computer system, required software, marketing materials, and other items including inventory, supplies, fixtures, equipment, and construction items to be used in your Franchised Business (collectively, “Operating Assets”); required and authorized product and service categories; 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 approved suppliers. If we and/or our affiliate are approved suppliers, we have the right to earn a profit on your purchases from us or our affiliate.

Our approved suppliers include:

- ~~Relias~~[Una](#) – Vendor for skills assessment
- Hireology – ATS
- Stafferlink – HRIS onboarding system [and scheduling application](#)
- ~~Shiftboard~~ – ~~Scheduling application~~
- Skill Survey – vendor for reference checks
- Universal Background – Background checks
- Berckerman Co. – insurance carrier for insurances

You are not required to purchase these items from us, but you must purchase them from the approved supplier for the System. During the fiscal year ended September 30, 2023, we did not earn any revenues from the sale of items to franchisees (including, without limitation, any rebates or payments from approved suppliers). All items that contain our Marks (including, without limitation, proprietary forms, stationery, and business cards) must be purchased in accordance with our standards.

None of our officers has an ownership interest in any approved supplier, but Stephen Savitsky and David Savitsky do have an ownership interest in our Parent.

We have the right to periodically change our approved suppliers, and we have the right to negotiate price and other terms with our approved suppliers for the benefit of the System. We reserve the right to designate ourselves as an approved supplier, or the sole approved supplier, of any item you must purchase in connection with the Franchised Business.

To maintain the quality of the goods and services that ATC Healthcare Services 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 ATC Healthcare Services businesses. Our standards and specifications may impose minimum requirements for delivery of services, performance, reputation, prices, quality, design, and appearance. Our Brand Standards Manual or other communications may identify names of approved suppliers and our standards and specifications. 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

carriers whom we determine to be acceptable, must name us (and, if we request, our affiliates and our respective directors, employees or shareholders) as additional named insureds, and must provide at least the types and minimum amounts of coverage specified in the Franchise Agreement or otherwise in the Brand Standards Manual. Currently we have approved ~~Worldwide Specialty Programs, Inc~~[Beckerman Co.](#) as the insurance packager for all ATC Healthcare Services franchised businesses. You must obtain your insurance through them either directly or through your insurance broker working directly with them. We may change the insurance packager over time.

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, plus auto insurance for your own vehicle according to our then-current requirements; temporary help services errors and omissions insurance of at least \$1,000,000 per occurrence and \$1,000,000 aggregate; permanent employment agency errors and omissions insurance of at least \$1,000,000 per occurrence and \$1,000,000 aggregate; disability insurance for your staff employees according to state requirements; fidelity bonding against losses from dishonest acts by employees of at least \$100,000 with a maximum deductible of \$5,000; all-risk property damage insurance in an amount to cover the full replacement cost of all equipment loaned to you by us; separate fidelity bonding related to your participation in our Daily Pay Program; Employment Practice Liability Insurance (EPLI) of at least \$1,000,000 with a maximum deductible of \$10,000; and any other insurance required by state or local laws where your Franchised Business is located or required according to your lease. 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 no 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, expiration or material modification to any policy. We have the right to change our insurance requirements during the term of your Franchise Agreement, and you must comply with any changes. We may periodically increase or decrease the amounts of coverage required under these insurance policies and require different or additional kinds of insurance at any time, including excess liability insurance, to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, or other relevant changes in circumstances.

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 Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	2	6, 7, 11
b. Pre-opening purchases/ leases	2	7, 8, 11
c. Site development and other pre-opening requirements	2	7, 8, 11
d. Initial and ongoing training	4	7, 11
e. Opening	2	11

We have the right to know who the administrative personnel are in your office and the role they are performing, and we may request that you submit an organizational chart initially and upon any administrative employee changes.

We have 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.

We have the right to charge a fee for invoicing and billing errors which may occur due to your not following proper processes and protocols.

Franchisee must notify corporate immediately, but no less than within 24 hours of any and all notices of subpoenas, claims, charges and litigation threats; and any employment conduct issues, as well as any negative social media postings.

Operations

~~You 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 Franchised 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 us. Your Franchised Business may not offer or provide medical services or medical services staffing. Some of the services your Franchised Business provides are provide include hiring and training employees and service providers; overseeing customer service deliveries; monitoring all sales activity, and managing client/employee issues, private care personnel and overall operations.~~

~~Your Franchised Business will solicit both clients within your territory and will solicit private care personnel to be placed. All of the private care personnel will be our employees and we will pay their salaries. We retain the right to determine all hiring and termination decisions of private care employees. We also retain the right to determine what client contracts we will or will not enter into, but generally only refuse the contracts requesting services we do not provide. We are not the employer for and will not pay salaries to your employees that you hire to assist you in the administrative operation of your Franchised Business such as your office staff. All care and services provided to a CareBuilders At Home client must be performed by a qualified caregiver. Qualifications are based on our credentialing and on boarding minimum standards and requirements as detailed in the Operations Manual, including those related to criminal background, drug screening and driving records.~~

Brand Standards Manual

The Table of Contents of our Brand Standards Manual is attached to this Disclosure Document as Exhibit F. Our Brand Standards Manual includes approximately 227 pages.

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ATC Healthcare, Inc.
Consolidated Balance Sheet
Five Months YTD February, 2024

October-23 November-23 December-23 January-24 February-24

CONSOLIDATED BALANCE SHEET

Assets

Current Assets

Cash	12,452,623	11,684,581	11,308,524	10,438,352	12,617,300
Accounts Receivable	21,574,954	22,402,503	21,901,712	22,929,559	20,284,818
Notes receivable - franchisees	356,407	356,407	356,407	356,407	356,407
Other receivables	1,177,876	1,177,876	1,177,876	1,177,876	1,177,876
Prepaid expenses and other current assets	9,119,263	8,604,497	8,403,940	8,834,546	8,661,301
Total Current Assets	44,681,122	44,225,864	43,148,459	43,736,740	43,097,702

Non Current Assets

Fixed assets, net	126,122	118,296	116,051	110,047	104,044
Notes receivable - officers	5,235,696	5,252,603	5,269,511	5,286,419	5,303,326
Notes receivable - franchisees	612,366	594,094	575,822	877,550	859,279
Other assets	124,723	124,723	124,723	124,723	124,723
Right-of-use asset	898,797	898,797	898,797	898,797	898,797
Intangible assets	265,138	265,138	265,138	265,138	265,138
Goodwill	4,379,089	4,379,089	4,379,089	4,379,089	4,379,089
Total Non Current Assets	11,641,931	11,632,740	11,629,131	11,941,763	11,934,395

Total Assets **56,323,053** **55,858,605** **54,777,590** **55,678,503** **55,032,097**

Liabilities and Stockholders' Equity

Current Liabilities

Accounts Payable	580,258	263,671	238,899	655,700	1,193,214
Accrued expenses and other current liabilities	13,272,891	12,762,552	11,187,797	11,164,456	9,872,152
Operating lease liability					
Total Current Liabilities	13,853,149	13,026,223	11,426,696	11,820,155	11,065,366

Non Current Liabilities

Operating lease liability	970,366	970,366	970,366	970,366	970,366
Other liabilities	25,782	79,831	181,707	448,413	404,082
Total Non Current Liabilities	996,148	1,050,197	1,152,073	1,418,779	1,374,448

Total Liabilities **14,849,297** **14,076,420** **12,578,769** **13,238,934** **12,439,814**

Commitments and Contingencies

Stockholders' Equity

Class A & B common stock	2,330,345	2,330,345	2,330,345	2,330,345	2,330,345
Common Stock	2,330,345	2,330,345	2,330,345	2,330,345	2,330,345
30010-Common Stock	2,330,345	2,330,345	2,330,345	2,330,345	2,330,345
Additional paid-in capital	34,122,363	34,122,363	34,122,363	34,122,363	34,122,363
Paid In Capital on Common Stock	34,122,363	34,122,363	34,122,363	34,122,363	34,122,363
30017-Preferred Stock Series C	-	-	-	-	-
30020-Paid in Capital	34,122,363	34,122,363	34,122,363	34,122,363	34,122,363
30050-Non Control Interest - Flexwise	-	-	-	-	-
Retained earnings (accumulated deficit)	5,021,048	5,329,477	5,746,113	5,986,861	6,139,575
Retained Earnings	5,021,048	5,329,477	5,746,113	5,986,861	6,139,575
31000-Retained Earnings	14,794,712	14,794,712	14,794,712	14,794,712	14,794,712
31001-Retained Earnings Prior Years	(10,070,230)	(10,070,230)	(10,070,230)	(10,070,230)	(10,070,230)
Retained Earnings Net Change	296,566	604,995	1,021,631	1,262,379	1,415,093
Total Stockholders' Equity	41,473,755	41,782,185	42,198,821	42,439,569	42,592,283

Total Liabilities and Stockholders' Equity **56,323,053** **55,858,605** **54,777,590** **55,678,503** **55,032,097**

ATC Healthcare, Inc.
Consolidated Income Statement
Five Months YTD February, 2024

	October-23	November-23	December-23	January-24	February-24	FY 2024
CONSOLIDATED INCOME STATEMENT						
Revenues						
Service Revenues	11,770,394	11,494,810	13,809,032	11,254,552	10,781,953	59,110,741
Total Revenues	11,770,394	11,494,810	13,809,032	11,254,552	10,781,953	59,110,741
Costs and Expenses						
Service costs	8,297,111	8,058,473	9,838,458	8,018,466	7,747,759	41,960,268
Direct Payroll	6,945,027	6,787,088	8,351,584	6,704,834	6,488,019	35,276,551
Direct Payroll Taxes	578,953	527,810	667,180	618,603	660,540	3,053,087
Direct Benefits	5,419	(6,408)	(2,005)	763	1,720	(511)
Subcontractors	-	-	-	-	-	-
Insurance	155,282	159,714	164,747	159,914	106,693	746,349
Travel and Living Expenses	575,229	566,404	633,532	510,174	480,123	2,765,461
Other Direct Costs	37,202	23,865	23,420	24,178	10,665	119,331
Franchise fees and licensee royalty expenses	1,747,442	1,706,825	2,015,053	1,450,183	1,440,522	8,360,024
General and administrative expenses	1,303,715	1,319,839	1,445,390	1,376,212	1,342,589	6,787,745
Payroll and Bonuses	545,515	563,963	728,018	630,347	596,190	3,064,033
Rent	39,057	33,636	41,952	39,412	37,297	191,354
Facility/Office Expense	4,369	9,195	17,943	13,031	9,057	53,596
Computer Expenses	96,681	80,337	92,213	109,855	131,897	510,983
Advertising and Promotion	97,756	94,637	61,369	82,088	80,610	416,460
Employee Benefits	52,363	57,353	51,438	64,009	62,808	287,972
Bad Debts	45,000	45,000	36,351	45,000	45,000	216,351
Outside Services	79,575	18,753	24,167	19,688	19,590	161,773
Bank Charges	32,241	34,028	29,690	31,366	43,087	170,411
Insurance	142,410	163,430	152,899	152,549	152,549	763,838
Legal and Professional Services	112,753	112,754	131,121	133,671	124,030	614,329
Dues and Publications	6,161	9,099	15,730	6,310	7,439	44,740
Tech Management Fee	-	-	-	-	-	-
Telephone Service	12,282	7,786	7,658	11,131	10,143	49,000
Travel and Entertainment	25,621	28,389	34,281	23,756	15,434	127,482
Licenses and Taxes	8,825	7,646	16,650	10,529	4,193	47,843
Employee TRG., DEV., and RECOG.	105	833	909	470	264	2,581
Donations	-	50,000	-	-	-	50,000
Lawsuit Settlements	-	-	-	-	-	-
Miscellaneous Operating Expenses	3,000	3,000	3,000	3,000	3,000	15,000
Depreciation and amortization	7,939	7,826	2,245	6,004	6,004	30,018
Total Operating Expenses	11,356,207	11,092,963	13,301,146	10,850,864	10,536,874	57,138,055
Income from Operations	414,188	401,847	507,885	403,688	245,079	1,972,687
Other (Expense) Income						
Interest Income	17,338	62,815	117,614	16,996	61,386	276,149
Interest Expense	(1,989)	(3,960)	(2,646)	(657)	(657)	(9,909)
ERC Income, net	-	-	-	-	-	-
Gain (Impairment loss) on investment	-	-	-	-	-	-
Other expense	-	-	-	-	-	-
Total Other Expense, net	15,350	58,854	114,969	16,339	60,729	266,240
Income Before Provision for Income Taxes	429,537	460,702	622,854	420,027	305,808	2,238,927
Provision For Income Taxes	(132,971)	(152,272)	(206,218)	(179,279)	(153,094)	(823,834)
Net Income	296,566	308,429	416,636	240,748	152,714	1,415,093

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date states below:

State	Effective Date
California	January 31, 2024, as amended
Hawaii	March 11, 2024 (Separate Document) Pending
Illinois	January 31, 2024, as amended
Indiana	January 31, 2024, as amended
Maryland	February 28, 2024 Pending
Michigan	January 31, 2024, as amended
Minnesota	Pending
New York	January 31, 2024, as amended
North Dakota	February 2, 2024 Pending
Rhode Island	February 15, 2024 Pending
South Dakota	February 14, 2024, as amended
Virginia	February 15, 2024 Pending
Washington	February 13, 2024 Pending
Wisconsin	February 1, 2024, as amended

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all exhibits carefully.

If ATC Healthcare Services, LLC 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 we give you this Franchise 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 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 ATC Healthcare Services, LLC 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC, 20580, and to your state authority listed on Exhibit A.

The name and principal business address and telephone number of each franchise seller offering the franchise is:

David Savitsky 1983 Marcus Avenue, Suite E-122 New Hyde Park, New York 11042 (516)750-1600	Jennifer Wiedemann 1983 Marcus Avenue, Suite E-122 New Hyde Park, New York 11042 (516)750-1604
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Issuance Date: January 31, 2024, [as amended April 8, 2024](#)

I received a Disclosure Document dated January 31, 2024, [as amended April 8, 2024](#), that included the following Exhibits:

- EXHIBIT A: List of State Administrators/Agents for Service of Process
- EXHIBIT B: State Specific Addenda
- EXHIBIT C: Franchise Agreement with Attachments
- EXHIBIT D: Financial Statements
- EXHIBIT D-1: Guarantee of Performance
- EXHIBIT E: List of Franchisees and Franchisees Who Have Left the System
- EXHIBIT F: Table of Contents of the Brand Standards Manual
- EXHIBIT G: Form of General Release

Date Received: _____
(If other than date signed)

Date: _____

(Signature of recipient)

Print Name: _____

Print Address: _____

KEEP FOR YOUR RECORDS

RECEIPT

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If ATC Healthcare Services, LLC 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC, 20580, and to your state authority listed on Exhibit A.

The name and principal business address and telephone number of each franchise seller offering the franchise is:

David Savitsky 1983 Marcus Avenue, Suite E-122 New Hyde Park, New York 11042 (516)750-1600	Jennifer Wiedemann 1983 Marcus Avenue, Suite E-122 New Hyde Park, New York 11042 (516)750-1604
---	---

Issuance Date: January 31, 2024, [as amended April 8, 2024](#)

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- EXHIBIT F: Table of Contents of the Brand Standards Manual
- EXHIBIT G: Form of General Release

Date Received: _____
(If other than date signed)

Date: _____

(Signature of recipient)

Print Name: _____

Print Address: _____

Please return signed Receipt to: ATC Healthcare Services, LLC
1983 Marcus Avenue, Suite E-122
New Hyde Park, New York 11042