

FRANCHISE DISCLOSURE DOCUMENT

 FirstLight HomeCare Franchising, LLC
An Ohio Limited Liability Company
One Waterstone Place
9435 Waterstone Boulevard, Suite 190
Cincinnati, Ohio 45249
(513) 766-8402
 www.firstlighthomecare.com

The franchisee will receive a franchise and license to own and operate a FirstLight HomeCare business, providing non-medical care services to individuals 18 years of age or older, needing assistance with the activities of daily living and personal care, as well as those requiring companion care and dementia care, for an initial term of 10 years with the right, on payment of a renewal fee and compliance with other conditions, to renew for 2 additional successive 10 year renewal terms.

The total investment necessary to begin operation of a FirstLight HomeCare franchise ranges from \$85,281,87,181 to \$128,659.131,459. This includes the \$38,000,39,500 initial franchise fee that must be paid to FirstLight HomeCare Franchising, LLC. The total investment necessary to convert your existing, independent, non-medical in-home care business to a FirstLight HomeCare franchise ranges from \$31,040,31,440 to \$36,605.38,105. This includes the \$25,000 initial franchise fee or adjusted fee that must be paid to FirstLight HomeCare Franchising, LLC. The total investment necessary to begin operation of a FirstLight HomeCare area development business having an area development schedule of 3 to 5 units will be from \$107,281,110,181 to \$172,659.177,459. This includes an initial area development fee equal to \$11,000,11,500 multiplied by the total number of FirstLight HomeCare Businesses reflected in the development schedule that must be paid to FirstLight HomeCare Franchising, LLC.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our franchise administration department at 9435 Waterstone Boulevard, Suite 190, Cincinnati, Ohio 45249 and (513) 766-8402.

The terms of your contract will govern your franchise relationship. Do not 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, N.W., Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Date of Issuance: April 30, 2014-2015



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 I 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 <u>SUEMEDIATE OR ARBITRATE</u> <u>WITH</u> US ONLY IN THE STATE OF OHIO. OUT-OF-STATE <u>LITIGATION MEDIATION OR ARBITRATION</u> MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT. IT MAY ALSO COST YOU MORE TO <u>SUEMEDIATE OR ARBITRATE WITH</u> US IN OHIO THAN IN YOUR HOME STATE.
- 2. THE FRANCHISE AGREEMENT STATES THAT OHIO 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. THE FRANCHISE MAY BE TERMINATED—IF YOU FAIL TO OPEN YOUR FRANCHISED—BUSINESS WITHIN 75 DAYS FOLLOWING THE EXECUTION OF AFTER SIGNING THE FRANCHISE AGREEMENT. THE FRANCHISOR MAY TERMINATE YOUR FRANCHISE AGREEMENT AND YOU WILL LOSE YOUR INVESTMENT.
- 4. A BREACH OF THE FRANCHISE AGREEMENT MAY RESULT IN LOSS OF YOUR PROTECTED TERRITORY. YOU MUST MAKE MONTHLY ROYALTY PAYMENTS BASED ON A MONTHLY PERFORMANCE REVENUE LEVEL, EVEN IF YOU HAVE NO EARNINGS. IF YOU FAIL TO MAKE THESE PAYMENTS, THE FRANCHISOR COULD TERMINATE YOUR AGREEMENT AND YOU COULD LOSE YOUR INITIAL INVESTMENT.
- 5. YOUR SPOUSE MAY BE REQUIRED TO SIGN A PERSONAL GUARANTEE MAKING YOUR SPOUSE INDIVIDUALLY LIABLE FOR THE FINANCIAL OBLIGATIONS UNDER THE AGREEMENT. THE GUARANTY WILL PLACE YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS AT RISK IF YOUR FRANCHISE FAILS.
- <u>6.</u> THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We may 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 registration effective dates are listed on the following page.



FIRSTLIGHT HOMECARE FRANCHISING, LLC STATE REGISTRATIONS

This Disclosure Document is registered, on file, exempt from registration, or otherwise effective in the following states with franchise registration and disclosure laws:

STATE	EFFECTIVE DATE
California	
Florida	
Illinois	
Indiana	
Kentucky	
Michigan	
Minnesota	
Nebraska	
New York	
North Dakota	
Rhode Island	
South Dakota	
Texas	
Utah	
Virginia	
Washington	
Wisconsin	

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