

FRANCHISE DISCLOSURE DOCUMENT
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HEALTH ATLAST

As our Franchisee, or where applicable, the licensed medical physician owner(s) of the Franchised Business, you will own and operate, if you are a licensed medical professional, or will manage for the benefit of a licensed medical professional, if you are not a licensed medical professional a Health Atlas health center that will offer integrated patient care, products and services including medical care chiropractic care, physio-therapy massage therapy nutritional care and acupuncture therapy from licensed health care professionals and products such as prescriptive amino acids/medical food and supplements, durable medical equipment, clothing, water, and nutritional bars We offer 2 franchise programs

Franchise Programs	Total Investment Necessary to Begin Operations	Amount That Must Be Paid to Franchisor
Single Center Program	\$96 800 - \$282 000	\$35,000
Conversion Program	\$79 300 - \$252 500	\$17,500

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 Dr Stephanie Higashi at 3030 Sawtelle Boulevard, Los Angeles, California 90066, telephone (310) 980-9108

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

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Franchised Business You or the transferee must pay the transfer fee to us when you submit an application to transfer. We will return the transfer fee to you if we do not consent to the transfer, but we may retain an amount to reimburse any costs we incurred to evaluate the proposed transfer. There are other conditions to your ability to transfer. See Item 17.

4 You must pay us a renewal fee when you send us notice that you wish to renew. You must be in good standing to renew your Franchise Agreement. There are other conditions to renewal. This fee applies whether or not we renew your Franchise Agreement. See Item 17.

5 You must pay the transfer fee to us when you submit an application to transfer. We will return the transfer fee to you if we do not consent to the transfer, but we may retain an amount to reimburse any costs we incurred to evaluate the proposed transfer. There are other conditions to your ability to transfer. See Item 17.

6 We do not charge a separate fee for providing initial training to you and other staff members at the same time. If we determine that additional training is required or if we agree to conduct additional training at your request, we will charge you our then-current rate. This rate may be higher if we agree to provide the training at your site. You must pay this to us before we provide the additional training. See Item 11.

7 If we establish a mystery shop program, you must pay the cost of the mystery shops that are undertaken at your location. We may require you to pay the mystery shop company directly, or to reimburse us.

8 We may elect to collect monies from you via electronic funds transfer (EFT). You must pay us \$100 per occurrence if your check is dishonored or if there are insufficient funds in your account.

9 Our technology system for managing the Franchised Business is an integral part of the system which you must utilize. You must pay this monthly fee for our maintenance and improvement of the ongoing technology base. To the extent that imposition of a requirement to use our technology system would constitute a violation of applicable CPOM laws, this requirement is waived and the decision as to what if any technology system that will be utilized shall be at the sole discretion of the medical physician owner(s) of the Franchised Business.

10 You must pay the cost of an audit of your records by us only if the audit shows an understatement of at least 2% of fees due for the period audited. The cost of the audit will vary depending on factors such as the amount of time that is the subject of the audit and the state of your records and will include accounting and legal fees, travel expenses, room and board and compensation for our representatives. We may audit your records at any time without notice.

11 You must reimburse us for any costs we incur to evaluate and decide whether to approve your proposed suppliers of products and services for your Franchised Business.

12 If you are in default of your Franchise Agreement and we decide to manage your Franchised Business we may retain up to 15% of your Gross Revenue during the period of time during which we manage your business

13 You must defend us and our affiliates and representatives and pay for any claims and losses to us resulting from the operation of your business

14 If there is a dispute between us the prevailing party will be entitled to attorney's fees and costs

15 If you fail to obtain and maintain the insurance coverage we specify we may obtain the insurance for you and your Franchised Business and you must reimburse us for all premiums costs and expenses we incur as long as doing such does not violate the CPOM

16 If you default under the lease and we cure it, you must reimburse us for our expenses to do so

ITEM 7

ESTIMATED INITIAL INVESTMENT

SINGLE CENTER

YOUR ESTIMATED INITIAL INVESTMENT

Type Of Expenditure	Amount	Method Of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee (Note 1)	\$35,000	Lump sum available to qualified prospects	At signing of Franchise Agreement	Us
Travel and Living Expenses while Training (Note 2)	\$2,000 \$3,000	As incurred	During training	Airlines, hotels, restaurants
Real Estate	(Note 3)	Varies	As incurred	Landlord

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