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### Veterans Discount\*

We discount each Initial Fee by 10% if the person holding a 50% or greater ownership interest in the franchised business is an honorably discharged veteran of the U.S. armed forces and provides a DD214 certificate. The Initial Fee listed in parenthesis is the discounted fee you pay us if you qualify for the veteran discount.

### Franchise Combo Discount

If you simultaneously purchase a franchise for a Family Nest Business and a Red Barn Homebuyers Business, you pay us and RBH a combined \$49,500 in Initial Fees, which covers both franchised businesses. If you already own and operate a Red Barn Homebuyers Business, and you purchase a FAMILY NEST™ franchise prior to December 31, 2025, then you pay us \$10,000 for the Initial Fees rather than \$34,500. The veterans discount and franchise combo discount may be combined.

Initial Fees are nonrefundable and uniformly imposed except for the discounts noted above.

### Territory Reservation Fee

If you wish to purchase a specific territory but need more time to secure financing, you may reserve the territory for up to 30 days by paying us a nonrefundable \$5,000 territory reservation fee and signing the Territory Reservation Agreement attached to this Disclosure Document as EXHIBIT "D"-65. We credit the \$5,000 territory reservation fee towards the Initial Fees imposed under the Franchise Agreement. If you do not sign a Franchise Agreement within 30 days after signing the Territory Reservation Agreement, we have the right to sell the territory to another franchisee. The territory reservation fee is nonrefundable (even if you do not sign a Franchise Agreement) and uniformly imposed.

### Pre-Opening Technology Fees

You pay us technology fees for the software, technology and related services we provide, including: (a) a one-time \$500 implementation fee for the setup and configuration of our proprietary FAMILY NEST™ Central technology platform (“Nest Central”); and (b) a \$200 monthly fee that covers:

- a license to use Nest Central (which includes all software used to operate the Business)
- the FAMILY NEST™ email account(s) we provide to you
- the local webpage we create for your Business (your “Webpage”) that is linked to our corporate website

The \$500 implementation fee is due when you sign the Franchise Agreement. The monthly fee commences the 1<sup>st</sup> day of the 1<sup>st</sup> month after you sign the Franchise Agreement. We expect franchisees will pay 1 to 2 monthly installments of the technology fee before opening (\$200 to \$400). The technology fee is uniformly imposed and nonrefundable, but is subject to change based on increased costs we incur or changes to our required software or technology (but will not exceed \$400 per month during the term of the Franchise Agreement).

### Territory Fee

You will receive a territory with a minimum population of 200,000. Most territories have a population ranging from 225,000 to 250,000, but larger territories may have a population of up to 350,000. If your territory’s population is 251,000 or more, you must pay us a territory fee calculated as \$200 for every population increment of 1,000 in excess of 250,000. For example, a territory with a population of 265,000 has 15 population “increments” of 1,000 in excess of 250,000, which requires a territory fee of \$3,000 (15 X \$200). The maximum territory fee is \$20,000, which would apply to a territory with a population of 350,000. The territory fee, if applicable, is determined as of the date we designate your territory. We do not charge you additional territory fees, or refund any previously paid territory fee, based on changes to the population in your territory during the term of your Franchise Agreement. We anticipate most franchisees will not incur a territory fee. The territory fee is uniformly imposed (based on the calculation above) and nonrefundable.

### Quarterly Event Fee

As part of initial training you must attend a quarterly event where we share best practices and other information relevant to a Family Nest Business. You must attend a quarterly event prior to opening or the first quarterly

event that takes place after opening. We currently intend to conduct quarterly events in Tampa, Florida or Atlanta, Georgia, but we may conduct them at any other location we desire. You must pay us a registration fee of \$300 per person to attend the quarterly event. The registration fee is uniformly imposed and nonrefundable.

### **ROFO Fee**

If you wish to purchase an adjacent territory but are not ready to commit to do so, you may purchase a right of first offer (“ROFO”) for the territory (a “ROFO Territory”) by paying us a nonrefundable \$3,000 ROFO fee and signing the ROFO Addendum attached to this Disclosure Document as EXHIBIT "D"-54. A separate ROFO fee is required for each ROFO Territory. If you purchase a ROFO, then for a period of 1 year after you sign the ROFO Addendum we will not sell the ROFO Territory to another franchisee without first offering you the right to purchase the ROFO Territory. You may also purchase the ROFO Territory at any time during the 1-year ROFO period even if there are no other interested buyers. The ROFO does not apply at any time you are in default. To exercise the ROFO you must follow the procedures in the ROFO Addendum, including signing our then-current form of Franchise Agreement and paying us Initial Fees for the ROFO Territory in a timely manner. We credit the \$3,000 ROFO fee towards the Initial Fees imposed under the Franchise Agreement. The ROFO fee is nonrefundable (even if you do not exercise the ROFO) and uniformly imposed.

### **ITEM 6 OTHER FEES**

<b>TYPE OF FEE <sup>1</sup></b>	<b>AMOUNT <sup>2,3</sup></b>	<b>DUE DATE</b>	<b>REMARKS</b>
Royalty Fee	Greater of (a) 4% of monthly Gross Sales or (b) the minimum monthly royalty fee	10 <sup>th</sup> day of month	The “minimum royalty fee” is (a) \$0 for 1 <sup>st</sup> and 2 <sup>nd</sup> month after opening, (b) \$250 per month for 3 <sup>rd</sup> through 12 <sup>th</sup> month after opening and (c) \$400 per month for remainder of term. You must send us monthly Gross Sales reports.
Brand Fund Fee	Greater of (a) 2% of monthly Gross Sales or (b) \$100 per month	Same as royalty fee	We deposit this fee into a Brand Fund. You have no voting rights pertaining to the administration of the Brand Fund, the creation or placement of advertising, or the amount of the brand fund fee.
Training Fee	Up to \$500 per person per day (plus Travel Expenses for onsite training)	10 days after invoice	Payable for each person who attends (a) initial training after you open (new Managing Owner or manager), (b) remedial training, (c) refresher or supplemental training or (d) training you request. You must also reimburse all Travel Expenses we incur to provide training onsite in your territory.
Coaching Fee	\$100 per hour	10 days after invoice	We provide personal coaching to help you with your first 20 client projects. We may charge the hourly coaching fee if you request us to provide personal coaching for additional projects.
Quarterly Event	Up to \$300 per person per quarterly event	10 days after invoice	You must attend a quarterly event as part of initial training. You have the option to attend additional quarterly events.
Conference Registration Fee	Up to \$500 per person per conference	10 days after invoice	We may hold conferences to discuss matters affecting franchisees. Attendance is mandatory unless (a) we designate attendance as optional or (b) we waive your obligation to attend based on showing of good cause. If you fail to attend a required conference without a waiver, you must pay the conference registration fee despite your non-attendance (we will send you a copy of any written materials distributed at the conference).

OBLIGATION	SECTIONS IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
g. Compliance with standards and policies/ Operating Manual	6.1, 10.3, 11 & 17.1	Item 11
h. Trademarks and proprietary information	17	Item 13 & Item 14
i. Restrictions on products/services offered	11.3	Item 16
j. Warranty and client service requirements	11.12	Not Applicable
k. Territorial development and sales quotas	Not Applicable	Item 12
l. Ongoing product/service purchases	11.7	Item 8
m. Maintenance, appearance and remodeling requirements	11.8	Item 11
n. Insurance	15.1	Item 7 & Item 8
o. Advertising	10	Item 6, Item 7 & Item 11
p. Indemnification	18	Item 6
q. Owner's participation/management/staffing	8	Item 11 & Item 15
r. Records/reports	15.2 & 15.3	Item 6
s. Inspections/audits	16	Item 6 & Item 11
t. Transfer	19	Item 17
u. Renewal	4	Item 17
v. Post termination obligations	21	Item 17
w. Non-competition covenants	14	Item 17
x. Dispute resolution	22	Item 17
y. Franchise Owner Agreement (brand protection covenants, transfer restrictions and financial assurance for owners and spouses)	9 & <u>ATTACHMENT "B"</u>	Item 15

## ITEM 10 FINANCING

Our affiliate, RS Enterprises, offers financing for up to 85% of the Initial Fees. The term of the loan is 180 days. If you choose to finance the Initial Fees, you must sign the Promissory Note attached to this Disclosure Document as EXHIBIT "D"-43 (the "Note"). The interest rate is 12% per annum. However, RS Enterprises offers interest-free financing for up to 90 days. The Note requires you to pay 6 monthly installments of principal and (if applicable) interest during the 180-day term of the loan. There are no fees or finance charges imposed other than interest and, if applicable, a 10% late fee for any amounts not paid when due. RS Enterprises does not pay any consideration to us or any other affiliate relating to the financing.

The Note does not require you to provide any collateral as security for repayment. However, if the franchisee is an entity, all owners of the entity, and the spouse of each owner, must personally guarantee the Note in accordance with the Franchise Owner Agreement signed by the owner or spouse.

At any time you may prepay, without penalty, all or any part of the outstanding principal balance due under the Note. If you prepay the entire principal balance within 90 days after signing the Franchise Agreement, you will not be charged any interest. Otherwise, you will pay interest on the outstanding principal balance of the loan at a rate of 12% per annum, commencing the 91<sup>st</sup> day after you sign the Franchise Agreement, until paid in full.

You are required to repay the entire principal balance of the loan together with all accrued interest (if applicable) no later than 180 days after signing the Franchise Agreement. Your failure to make any payment under the Note when due is a material event of default. If you default:

- the entire principal balance of the loan, together with all accrued interest and a late fee equal to 10% of the amount past due, becomes immediately due and payable

**TABLE 5 - PROJECTED OPENINGS AS OF DECEMBER 31, 2024**

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Tennessee	0	4	0
Texas	0	3	0
Virginia	0	1	0
Total	0	36	1

A list of all current franchisees is attached to this Disclosure Document as EXHIBIT "E" (Part A), including their names and the addresses and telephone numbers of their outlets as of December 31, 2024. In addition, EXHIBIT "E" (Part B) lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of 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 3 fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experience as a franchisee in our franchise system.

There are no: (a) trademark-specific franchisee organizations associated with the franchise system being offered that we have created, sponsored or endorsed; or (b) independent franchisee organizations that have asked to be included in this Disclosure Document.

**ITEM 21 FINANCIAL STATEMENTS**

Our fiscal year ends on December 31<sup>st</sup>. Attached to this Disclosure Document as EXHIBIT "F" is an audited opening balance sheet of Family Nest Franchise, LLC as of April 30, 2025, and December 31, 2024, and the related statements of operations, members' equity, and cash flows for the period from July 10, 2024 through December 31, 2024, and the period from January 1, 2025 through April 30, 2025. In addition, an unaudited balance sheet as of October 22, 2025 and a profit and loss statement from January 1, 2025 through October 22, 2025 are attached to this Disclosure Document as EXHIBIT "F". Because we have not been in existence for 3 years, we cannot provide all of the financial statements required by the FTC franchise disclosure guidelines.

**ITEM 22 CONTRACTS**

Attached to this Disclosure Document (or the Franchise Agreement attached to this Disclosure Document) are copies of the following franchise and other contracts or agreements proposed for use or in use in this state:

Exhibits to Disclosure Document

- EXHIBIT "C" Franchise Agreement
- EXHIBIT "D"-1 State Addenda
- EXHIBIT "D"-2 ~~Franchisee Disclosure Questionnaire (Questionnaire may not be signed or used if the franchisee resides within, or the franchised business will be located within, a franchise registration state)~~ General Release
- EXHIBIT "D"-3 ~~General Release~~ Promissory Note
- EXHIBIT "D"-4 ~~Promissory Note~~ ROFO Addendum
- EXHIBIT "D"-5 ~~ROFO Addendum~~
- EXHIBIT "D"-6 Territory Reservation Agreement

Attachments to Franchise Agreement

- ATTACHMENT "B" Franchise Owner Agreement
- ATTACHMENT "C" ACH Authorization Form
- ATTACHMENT "D" Confidentiality Agreement

**STATE ADDENDA AND AMENDMENTS TO FRANCHISE AGREEMENT,  
SUPPLEMENTAL AGREEMENTS AND FRANCHISE DISCLOSURE DOCUMENT FOR  
CERTAIN STATES**

**BACKGROUND AND PURPOSE**

The following modifications are made to the FAMILY NEST™ Franchise Disclosure Document (“FDD” or “Disclosure Document”) issued by Family Nest Franchise, LLC (“we” or “us” or “franchisor”) to franchisee (“you” or “franchisee”) and may supersede certain portions of the Franchise Agreement between you and us dated \_\_\_\_\_, 202\_\_ (the “Franchise Agreement”). When the term “Supplemental Agreements” is used, it means any area development agreement, area representative agreement, master franchise agreement, or similar agreement entered into between us and you, if applicable.

Certain states have laws governing the franchise relationship and franchise documents. Certain states require modifications to the FDD, Franchise Agreement, Supplemental Agreements and other documents related to the sale of a franchise. This State-Specific Addendum (“State Addendum”) will modify these agreements to comply with the applicable state’s laws. The terms of this State Addendum will only apply if you meet the requirements of the applicable state independently of your signing of this State Addendum. The terms of this State Addendum (but only the State Addendum for the applicable State) will override any inconsistent provision of the FDD, Franchise Agreement or any Supplemental Documents. This State Addendum only applies to the following ~~states: California, Hawaii, Illinois, Indiana, Maryland, Michigan, state: Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.~~

If your state requires these modifications, you will sign this State Addendum along with the Franchise Agreement and any Supplemental Agreements. If you sign this State Addendum, only the terms applicable to the state or states whose franchise laws apply to your transaction will govern. If you sign this State Addendum, but none of the state franchise laws listed above applies because their jurisdictional requirements have not been met, then this State Addendum will be void and inapplicable to you.

## CALIFORNIA

### **Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner of the Department of Financial Protection and Innovation.**

- ~~1. The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the Franchise be delivered together with the Disclosure Document.~~
- ~~2. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the Commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.~~
- ~~3. Neither the franchisor nor any person or franchise broker in Item 2 of the FDD 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. 78a et seq., suspending or expelling such persons from membership in such association or exchange.~~
- ~~4. The Franchise Agreement and Supplemental Agreements require binding arbitration. The arbitration will occur in Georgia. The party filing the arbitration must initially bear the cost of any arbitration fees or costs.~~
- ~~5. 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 or Supplemental Agreement restricting venue to a forum outside the State of California.~~
- ~~6. The Franchise Agreement and Supplemental Agreements require application of the laws of Georgia. In accordance with Section 310.114.1, this provision may not be enforceable under California law.~~
- ~~7. The Franchise Agreement and Supplemental Agreements may provide for termination upon bankruptcy. Any such provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).~~
- ~~8. The Franchise Agreement and Supplemental Agreements contain a covenant not to compete which extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.~~
- ~~9. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable. Any such provisions contained in the Franchise Agreement or Supplemental Agreements may not be enforceable.~~
- ~~10. In California, default interest is limited to 10% per annum.~~
- ~~11. California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement or Supplemental Agreements contain a provision that is inconsistent with the California Franchise Investment Law, the California Franchise Investment Law will control.~~
- ~~12. You must sign a general release of claims if you renew or transfer your Franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).~~

- ~~13. OUR WEBSITE (<https://familynestestates.com>) HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION AT <https://dfpi.ca.gov/>.~~
- ~~14. For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.~~
- ~~15. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (a) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (b) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.~~
- ~~16. Any provision of a franchise agreement, franchise disclosure document, acknowledgment, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:
  - ~~(a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.~~
  - ~~(b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.~~
  - ~~(c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.~~
  - ~~(d) Violations of any provision of this division.~~~~
- ~~17. The California Department of Financial Protection and Innovation has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business.~~

HAWAII

1. ~~The following is added to the Cover Page:~~

~~THIS FRANCHISE WILL BE/HAS BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED IN THIS FRANCHISE DISCLOSURE DOCUMENT IS TRUE, COMPLETE AND NOT MISLEADING.~~

~~THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO YOU OR SUBFRANCHISOR AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY YOU OR SUBFRANCHISOR OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY YOU, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.~~

~~THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH US AND YOU.~~

2. ~~Our registered agent in the state authorized to receive service of process:~~

~~Commissioner of Securities of the State of Hawaii  
Department of Commerce and Consumer Affairs  
Business Registration Division  
335 Merchant Street, Room 203  
Honolulu, Hawaii 96813~~

3. ~~The states in which this filing is effective are listed on the Exhibit to the FDD titled "State Effective Dates":~~

4. ~~The states in which this filing is or will be shortly on file include the following:~~  
~~\_\_\_\_\_~~

5. ~~The states, if any, which have refused, by order or otherwise, to register these franchises include the following:~~ \_\_\_\_\_

6. ~~The states, if any, which have revoked or suspended the right to offer these franchises include the following:~~ \_\_\_\_\_

7. ~~The states, if any, in which the filing of these franchises has been withdrawn include the following:~~  
~~\_\_\_\_\_~~

8. ~~No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (a) waiving any claims under any applicable state franchise law, including fraud in the inducement or (b) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.~~

## ILLINOIS

~~In recognition of the requirements of the Illinois Franchise Disclosure Act, 815 ILCS 705, the Disclosure Document and the Franchise Agreement and Supplemental Agreements are amended as follows:~~

- ~~1. Illinois law shall apply to and govern the Franchise Agreement and Supplemental Agreements.~~
- ~~2. In accordance with Section 4 of the Illinois Franchise Disclosure Act, any provision in the Franchise Agreement and Supplemental Agreements that designated jurisdiction and venue in a forum outside of the State of Illinois is void. However, the Franchise Agreement and Supplemental Agreements may provide for arbitration to take place outside of Illinois. Therefore, any arbitration proceeding may be brought in Georgia in accordance with the dispute resolution provision set forth in the Franchise Agreement and Supplemental Agreements.~~
- ~~3. Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.~~
- ~~4. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.~~
- ~~5. The Franchise Agreement and Supplemental Agreements are amended to state the following:  
  
To the extent that any provision in the Illinois State Addendum is inconsistent with any provision in this Agreement, the provision in the Illinois State Addendum shall control.~~
- ~~6. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (a) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (b) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.~~

## INDIANA

In recognition of the requirements of the Indiana Franchise Disclosure Law, IC 23-2-2-2.5, the Franchise Agreement and Supplemental Agreements are amended as follows:

1. ~~The laws of the State of Indiana supersede any provisions of the Disclosure Document, Franchise Agreement and Supplemental Agreements if such provisions are in conflict with Indiana law.~~
2. ~~The Franchise Agreement and Supplemental Agreements are amended to provide that such agreements will be construed in accordance with the laws of the State of Indiana.~~
3. ~~Any provision in the Franchise Agreement which designates jurisdiction or venue, or requires the franchisee to agree to jurisdiction or venue, in a forum outside of Indiana, is deleted from any Franchise Agreement and Supplemental Agreement issued in the State of Indiana.~~
4. ~~The prohibition by Indiana Code § 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as material breach of the Franchise Agreement or Supplemental Agreement (as applicable), shall supersede the provisions of the Franchise Agreement or Supplemental Agreement (as applicable) in the State of Indiana to the extent they may be inconsistent with such prohibition.~~
5. ~~The covenant not to compete that applies after the expiration or termination of the Franchise Agreement is hereby modified to the extent necessary to comply with Indiana Code 23-2-2.7-1(9).~~
6. ~~Termination penalties are prohibited by law in the State of Indiana. Therefore, the Disclosure Document, the Franchise Agreement and Supplemental Agreements are amended to delete all references to any fees or other financial obligations that constitute termination penalties under Indiana law.~~
7. ~~No release language set forth in the Disclosure Document or Franchise Agreement or Supplemental Agreement shall relieve franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana. Any provision in the Franchise Agreement or Supplemental Agreement that would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Indiana Deceptive Franchise Practices Law is void to the extent that such provision violates such law.~~
8. ~~No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (a) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (b) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.~~

**MARYLAND ADDENDUM TO FRANCHISE AGREEMENT**

In recognition of the requirements of the Maryland Franchise Law, the Franchise Agreement is amended to add the following:

- ~~1. Any claims arising under the Maryland Franchise Law must be brought within three (3) years after the grant of the franchise.~~
- ~~2. Pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Law.~~
- ~~3. You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Law.~~
- ~~4. This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.~~
- ~~5. Any acknowledgements or representations by you that disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Law are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Law.~~

<b>FRANCHISOR:</b> _____	<b>FRANCHISEE:</b> _____
Family Nest Franchise, LLC _____	_____
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

## MARYLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law (the "Maryland Franchise Law"), the Disclosure Document is amended as follows:

1. ~~Item 17 of the Disclosure Document is amended to add the following:~~
  - a. ~~The general release required as a condition of renewal, sale and/or assignment/transfer shall not apply any liability under the Maryland Franchise Registration and Disclosure Law.~~
  - b. ~~A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.~~
  - c. ~~Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.~~
  - d. ~~In the event of a conflict of laws to the extent required by the Maryland Franchise Registration and Disclosure Law, Maryland law shall prevail.~~
  - e. ~~The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq.).~~
  - f. ~~This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.~~
2. ~~No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (a) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (b) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.~~
3. ~~Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre opening obligations under the franchise agreement.~~

## 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.~~

Each of the following provisions is void and unenforceable if contained in any document relating to a franchise:

- ~~(a) A prohibition on the right of a franchisee to join an association of franchisees.~~
- ~~(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 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 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 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) The 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 of 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.~~

~~If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.~~

~~**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.**~~

~~Any questions regarding this notice should be directed to:~~

~~State of Michigan  
Department of Attorney General  
CONSUMER PROTECTION DIVISION  
Attention: Franchise Section  
G. Mennen Williams Building, 1<sup>st</sup> Floor  
525 West Ottawa Street  
Lansing, Michigan 48913  
Telephone Number: (517) 373-7117~~

## MINNESOTA

In recognition of the Minnesota Franchise Law, Minn. Stat., Chapter 80C, Sections 80C.01 through 80C.22, and the Rules and Regulations promulgated pursuant thereto by the Minnesota Commissioner of Securities, Minnesota Rule 2860.4400, et. seq., the Disclosure Document, Franchise Agreement and Supplemental Agreements are amended as follows:

1. Minnesota Statute 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchiser 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 agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statute 80C.21 or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
2. With respect to franchises governed by Minnesota law, the franchiser will comply with Minnesota Statute 80C.14 Subd. 3-5, which require (except in certain specified cases):
  - (a) 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
  - (b) that consent to the transfer of the franchise will not be unreasonably withheld.
3. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statute 80C.12 Subd. 1(G). The franchiser will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name.
4. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.
5. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J) also, a court will determine if a bond is required.
6. The Limitations of Claims section must comply with Minnesota Statute 80C.17 Subd. 5.
7. NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.
8. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (a) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (b) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.
9. Based upon the franchisor's financial condition, the Minnesota Commissioner of Commerce has required a financial assurance as a condition to registration. The franchisor has posted a surety bond and a copy of the surety bond is on file with the Minnesota Commissioner of Commerce.

**NEW YORK STATE ADDENDUM TO FDD**

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 RESOURCES OR 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 ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. 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 THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.~~

2. ~~The following is to be added at the end of Item 3:~~

~~Except as provided above, the following applies 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 that is significant in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations.~~
  
- e. ~~No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten years 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.~~

~~3. The following is added to the end of the “Summary” sections of Item 17(c), titled “Requirements for a 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; this proviso intends that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.~~

~~4. The following language replaces the “Summary” section of Item 17(d), titled “Termination by a franchisee”: “You may terminate the agreement on any grounds available by law.”~~

~~5. 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 the franchisee by Article 33 of the General Business Law of the State of New York.~~

~~6. Franchise Questionnaires and Acknowledgements—No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.~~

~~7. Receipts—Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.~~

## NORTH DAKOTA

In recognition of the requirements of the North Dakota Franchise Investment Law (the "North Dakota Franchise Law"), the Disclosure Document, Franchise Agreement and Supplemental Agreements are amended as follows:

- ~~1. Covenants not to compete are generally considered unenforceable in the State of North Dakota, pursuant to Section 51-19-09 of the North Dakota Franchise Law. Item 17(r) of the Disclosure Document and certain provisions in the Franchise Agreement and Supplemental Agreements include certain covenants restricting competition to which you must agree. The Commissioner has held that covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statute, are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Law. The Disclosure Document, Franchise Agreement and Supplemental Agreements are amended accordingly to the extent required by law.~~
- ~~2. Provisions requiring arbitration or mediation to be held at a location that is remote from the site of the franchisee's business are generally considered unenforceable in the State of North Dakota, pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law. Accordingly, the parties must agree on the site where arbitration or mediation will be held.~~
- ~~3. Provisions requiring jurisdiction in a state other than North Dakota are generally considered unenforceable in the State of North Dakota, pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law.~~
- ~~4. Provisions requiring that agreements be governed by the laws of a state other than North Dakota are generally considered unenforceable in the State of North Dakota, pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law.~~
- ~~5. Provisions requiring your consent to liquidated or termination damages are generally considered unenforceable in the State of North Dakota, pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law.~~
- ~~6. Provisions requiring you to sign a general release upon renewal of the franchise agreement have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.~~
- ~~7. Provisions requiring you to pay all costs and expenses incurred by us in enforcing the franchise agreement have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Accordingly, any such provision is modified to read that the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.~~
- ~~8. Provisions requiring you to consent to a waiver of trial by jury have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.~~
- ~~9. Provisions requiring you to consent to a limitation of claims within one year have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Accordingly, any such provision is modified to read that the statute of limitations under North Dakota Law will apply.~~
- ~~10. Provisions requiring you to consent to a waiver of exemplary and punitive damages have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Invest Law.~~
- ~~11. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (a) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (b) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.~~

## RHODE ISLAND

~~In recognition of the requirements of the Rhode Island Franchise Investment Act (the "Rhode Island Franchise Law"), the Disclosure Document, Franchise Agreement and Supplemental Agreements are amended as follows:~~

- ~~1. We will not require that you prospectively assent to a waiver, condition, stipulation, or provision that purports to relieve any person from liability imposed by the Rhode Island Franchise Law. This provision does not apply to the settlement of disputes, claims, or civil lawsuits brought under the Rhode Island Franchise Law.~~
- ~~2. Section 19-28.1-14 of the Rhode Island Franchise Law provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act." If a claim is enforceable under the Rhode Island Franchise Law, we will not restrict jurisdiction or venue to a forum outside the State of Rhode Island or require the application of the laws of another state.~~
- ~~3. We will not prohibit you from joining a trade association or association of franchisees. We will not retaliate against you for engaging in these activities.~~
- ~~4. Any provision in the Franchise Agreement that limits the time period in which you may assert a legal claim against us under the Rhode Island Franchise Law is amended to provide for a four (4) year statute of limitations for purposes of bringing a claim arising under the Rhode Island Franchise Law. Notwithstanding the foregoing, if a rescission offer has been approved by the Rhode Island director of business registration, then the statute of limitations is ninety (90) days after your receipt of the rescission offer.~~
- ~~5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (a) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (b) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.~~

## VIRGINIA

In recognition of the requirements of the Virginia Retail Franchising Act, the Disclosure Document, Franchise Agreement and Supplemental Agreements are amended as follows:

1. The following risk factor is added to the Special Risks to Consider About This Franchise page:

~~“Estimated Initial Investment. The franchisee will be required to make an estimated initial investment ranging from \$55,005 to \$118,600. This amount exceeds the franchisor's stockholder's equity as of April 30, 2025, which is \$4,000.~~

2. Item 17 of the Disclosure Document is amended to add the following:

~~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 or Supplemental Agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that 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/area developer to surrender any right given to him under the applicable agreement.~~

3. ~~If any provision of the Franchise Agreement or any Supplemental Agreement involves the use of undue influence by the franchisor to induce a franchisee/area developer to surrender any rights given to him under the applicable agreement, that provision may not be enforceable.~~

4. ~~We will not require that you prospectively assent to a waiver, condition, stipulation, or provision that purports to relieve any person from liability imposed by the Virginia Retail Franchising Act. This provision does not prohibit you and us from entering into binding arbitration consistent with the Virginia Retail Franchising Act.~~

5. ~~Any provision in the Franchise Agreement or Supplemental Agreement that limits the time period in which you may assert a legal claim against us under the Virginia Retail Franchising Act is amended to provide for a four (4) year statute of limitations for purposes of bringing a claim arising under the Virginia Retail Franchising Act.~~

6. ~~Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it shall be unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement or Supplemental Agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.~~

7. ~~No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (a) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (b) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.~~

~~WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE  
FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS~~

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

- ~~1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.~~
- ~~2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.~~
- ~~3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.~~
- ~~4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).~~
- ~~5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.~~
- ~~6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.~~
- ~~7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.~~
- ~~8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.~~
- ~~9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).~~

- ~~10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).~~
- ~~11. **Franchisor's Business Judgment.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.~~
- ~~12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.~~
- ~~13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.~~
- ~~14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.~~
- ~~15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.~~
- ~~16. **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.~~
- ~~17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).~~
- ~~18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.~~

*{Signature Page Follows}*

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Franchisor Representative

\_\_\_\_\_  
Signature of Franchisee Representative

\_\_\_\_\_  
Title of Franchisor Representative

\_\_\_\_\_  
Title of Franchisee Representative

WISCONSIN

~~The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement and Supplement Agreements (if applicable) if such provision is in conflict with that law. The Franchise Disclosure Document, the Franchise Agreement and the Supplemental Agreements are amended accordingly.~~

*(Signatures on following page)*

**EXHIBIT “D”-2**

**FRANCHISEE DISCLOSURE QUESTIONNAIRE**

*{See Attached}*

**~~MAY NOT BE SIGNED OR USED IF FRANCHISEE RESIDES WITHIN, OR THE FRANCHISED BUSINESS WILL BE LOCATED WITHIN, A FRANCHISE REGISTRATION STATE<sup>†</sup>~~**

**FRANCHISEE DISCLOSURE QUESTIONNAIRE**

~~As you know Family Nest Franchise, LLC (“we” or “us”), and you are preparing to enter into a Franchise Agreement for the operation of a FAMILY NEST™ franchise. We require that you complete this Questionnaire (a) so that we can determine whether our franchise sales team followed proper sales procedures and (b) to provide us with reasonable assurance that, prior to signing the Franchise Agreement, you have had an adequate opportunity to review the Franchise Disclosure Document and its attachments, consult with legal and/or business advisors of your choosing, and ask us questions about any disclosures or terms that you do not understand. **You cannot sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document but you must sign and date it the same day you sign the Franchise Agreement and pay your franchise fee.** Please review each of the following questions carefully and provide honest responses to each question.~~

- Yes\_\_\_ No\_\_\_ 1. Have you received from us and personally reviewed the Franchise Agreement together with all of its attachments?  
*{If you answer “no,” please explain in Explanation Section}*
- Yes\_\_\_ No\_\_\_ 2. Have you received from us and personally reviewed a Franchise Disclosure Document (“FDD”)?  
*{If you answer “no,” please explain in Explanation Section}*
- Yes\_\_\_ No\_\_\_ 3. Did you sign a receipt for the FDD indicating the date you received it?
- Yes\_\_\_ No\_\_\_ 4. Do you understand all the information contained in the FDD and Franchise Agreement?  
*{If you answer “no,” please identify any information you don’t understand in Explanation Section}*
- Yes\_\_\_ No\_\_\_ 5. Did you receive the FDD at least 14 calendar days before signing any agreement relating to the franchise (other than an NDA) or paying any money?
- Yes\_\_\_ No\_\_\_ 6. Did you receive a complete execution copy of the Franchise Agreement, with all material terms filled in, at least seven (7) calendar days before you signed it?
- Yes\_\_\_ No\_\_\_ 7. Have you reviewed the FDD and Franchise Agreement with a lawyer, accountant or other professional advisor?
- Yes\_\_\_ No\_\_\_ 8. Have you discussed the benefits and risks of developing and operating a FAMILY NEST™ franchise with an existing FAMILY NEST™ franchisee?
- Yes\_\_\_ No\_\_\_ 9. Do you understand the risks of developing and operating a FAMILY NEST™ franchise?
- Yes\_\_\_ No\_\_\_ 10. Do you understand the success or failure of your franchise will depend in part upon your skills, abilities and efforts and those of the persons you employ as well as many factors beyond your control such as competition, interest rates, the economy, inflation, labor and supply costs and other relevant factors?
- Yes\_\_\_ No\_\_\_ 11. Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be arbitrated in Georgia if not resolved informally or by mediation?
- Yes\_\_\_ No\_\_\_ 12. Do you understand that the Franchise Agreement and the attachments to the Franchise Agreement contain the entire agreement between us and you concerning the franchise for the FAMILY NEST™ franchise, meaning any prior oral or written statements not set out in the Franchise Agreement or its attachments will not be binding?

<sup>†</sup>—Registration states include California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

Yes      No      13. Did any of our employees or representatives, or any person speaking on our behalf, make any statement or promise regarding the costs involved in operating a FAMILY NEST™ franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

*{If you answer "yes," please describe the statement or promise in Explanation Section}*

Yes      No      14. Did any of our employees or representatives, or any person speaking on our behalf, make any statement or promise regarding the training, assistance or support that will be provided to you that is not contained in the FDD or that is contrary to, or different from, the information in the FDD?

*{If you answer "yes," please describe the statement or promise in Explanation Section}*

Yes      No      15. Did any of our employees or representatives, or any person speaking on our behalf, make any statement or promise regarding the actual, average, projected or hypothetical profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a FAMILY NEST™ business may generate, other than any information included in Item 19 of the FDD?

*{If you answer "yes," please describe the statement or promise in Explanation Section}*

~~YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.~~

\_\_\_\_\_  
Signature of Franchise Applicant

\_\_\_\_\_  
Signature of Franchise Applicant

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)

Dated \_\_\_\_\_

Dated \_\_\_\_\_

\_\_\_\_\_  
Signature of Franchise Applicant

\_\_\_\_\_  
Signature of Franchise Applicant

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)

Dated \_\_\_\_\_

Dated \_\_\_\_\_

EXPLANATION SECTION

Please include any explanations below and refer to the applicable question number.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**~~EXHIBIT "D" 3~~**

**GENERAL RELEASE**

*[See Attached]*

EXHIBIT “D”-43

**PROMISSORY NOTE**

*[See Attached]*

EXHIBIT "D"-54

**ROFO ADDENDUM**

*[See Attached]*

EXHIBIT “D”-65

**TERRITORY RESERVATION AGREEMENT**

*[See Attached]*

**EXHIBIT "F"**  
**TO DISCLOSURE DOCUMENT**  
**FINANCIAL STATEMENTS**

*[See Attached]*

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

**Balance Sheet**  
**Family Nest Franchise LLC**  
As of October 22, 2025

DISTRIBUTION ACCOUNT	TOTAL
<b>Assets</b>	
Current Assets	
Bank Accounts	
Business Checking® (WF-5288)	97,206.78
<b>Total for Bank Accounts</b>	<b>\$97,206.78</b>
Accounts Receivable	
Accounts Receivable (A/R)	13,800.00
<b>Total for Accounts Receivable</b>	<b>\$13,800.00</b>
Other Current Assets	
Undeposited Funds	13,600.01
<b>Total for Other Current Assets</b>	<b>\$13,600.01</b>
<b>Total for Current Assets</b>	<b>\$124,606.79</b>
Fixed Assets	
Other Assets	
<b>Total for Assets</b>	<b>\$124,606.79</b>
<b>Liabilities and Equity</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	0.00
<b>Total for Accounts Payable</b>	<b>\$0.00</b>
Credit Cards	
AMEX Gold Card (AX-21009)	92.00
<b>Total for Credit Cards</b>	<b>\$92.00</b>
Other Current Liabilities	
<b>Total for Current Liabilities</b>	<b>\$92.00</b>
Long-term Liabilities	
<b>Total for Liabilities</b>	<b>\$92.00</b>
Equity	
Family Nest Holdings	-1,000.00
Family Nest Solutions	1,600.00
Opening Balance Equity	0.00
Red Barn Homebuyers	30,200.00
Retained Earnings	
Net Income	93,714.79
<b>Total for Equity</b>	<b>\$124,514.79</b>
<b>Total for Liabilities and Equity</b>	<b>\$124,606.79</b>

**Profit and Loss**  
**Family Nest Franchise LLC**  
 January 1-October 22, 2025

DISTRIBUTION ACCOUNT	TOTAL
<b>Income</b>	
Sales	\$144,175.01
Monthly Tech Fee	1,400.00
Quarterly Training Income	5,100.00
Right of First Refusal Income	3,000.00
Tech Implementation Fee	8,000.00
<b>Total for Sales</b>	<b>\$161,675.01</b>
<b>Total for Income</b>	<b>\$161,675.01</b>
<b>Cost of Goods Sold</b>	
Cost of Goods Sold	
Coaching	8,228.00
Franchise Sales Commission	2,500.00
<b>Total for Cost of Goods Sold</b>	<b>\$10,728.00</b>
<b>Total for Cost of Goods Sold</b>	<b>\$10,728.00</b>
<b>Gross Profit</b>	<b>\$150,947.01</b>
<b>Expenses</b>	
Advertising & Marketing	4,357.53
Bank Fee	-152.14
Legal & Professional Fees	38,241.05
Membership Fee	375.00
Merchant Fees	597.95
Office Expense & Software	12,326.49
Purchases	52.00
Travel	1,434.34
<b>Total for Expenses</b>	<b>\$57,232.22</b>
<b>Net Operating Income</b>	<b>\$93,714.79</b>
<b>Other Income</b>	
Other Expenses	
<b>Net Other Income</b>	
<b>Net Income</b>	<b>\$93,714.79</b>

**EXHIBIT "G"**

**TO DISCLOSURE DOCUMENT**

**STATE EFFECTIVE DATES**

**State Effective Dates**

The following states have franchise laws that require that the Franchise 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 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 stated below:

<b>State</b>	<b>Effective Date</b>
California	October 17, 2025
Hawaii	
Illinois	
Indiana	September 4, 2025
Maryland	
Michigan	September 9, 2025
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	October 16, 2025
Washington	Pending
Wisconsin	September 3, 2025

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 Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Family Nest Franchise, LLC offers you a franchise, it must provide this Disclosure Document to you 14 days before you sign a binding agreement or make a payment with 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.

If Family Nest Franchise, 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 the appropriate state agency listed in EXHIBIT "A" to this Disclosure Document.

The franchise seller(s) involved with the sale of this franchise is/are:

- \_\_\_ Dr. Kevin Corsini; 105 Towne Lake Parkway, Suite E, Woodstock, Georgia 30188; (678) 503-7767
- \_\_\_ Ken Corsini; 105 Towne Lake Parkway, Suite E, Woodstock, Georgia 30188; (678) 503-7767
- \_\_\_ Kristina Wilson; 105 Towne Lake Parkway, Suite E, Woodstock, Georgia 30188; (770) 766-9939
- \_\_\_ Michele Sims; 105 Towne Lake Parkway, Suite E, Woodstock, Georgia 30188; (770) 766-9939
- \_\_\_ Kendra D'Eon; 105 Towne Lake Parkway, Suite E, Woodstock, Georgia 30188; (770) 766-9939

Issuance Date: June 17, 2025

Family Nest Franchise, LLC's agent to receive service of process is listed in EXHIBIT "A" to this Disclosure Document (for franchise registration states) or EXHIBIT "B" to this Disclosure Document (for all other states).

I received a Franchise Disclosure Document that included the following Exhibits:

- EXHIBIT "A" List of State Administrators and Agents for Service of Process
- EXHIBIT "B" Agent for Service of Process
- EXHIBIT "C" Franchise Agreement
- EXHIBIT "D" Other Agreements
- EXHIBIT "D"-1 State Addenda
- EXHIBIT "D"-2 ~~Franchisee Disclosure Questionnaire~~ [General Release](#)
- ~~EXHIBIT "D" 3~~ ~~General Release~~
- EXHIBIT "D"-3 [Promissory Note](#)
- EXHIBIT "D"-4 ~~Promissory Note~~ [ROFO Addendum](#)
- EXHIBIT "D"-5 ~~ROFO Addendum~~
- ~~EXHIBIT "D" 6~~ Territory Reservation Agreement
- EXHIBIT "E" List of Franchisees
- EXHIBIT "F" Financial Statements of Family Nest Franchise, LLC
- EXHIBIT "G" State Effective Dates
- EXHIBIT "H" Receipts

Print Name

(Signature) Prospective Franchise Owner

Date

(This Receipt should be executed in duplicate. One Receipt must be signed and remains in the Franchise Disclosure Document as the prospective franchise owner's copy. The other Receipt must be signed and returned to Family Nest Franchise, LLC)

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