

Note: All amounts other than Initial Franchise Fee are approximate and represent best estimates of beginning expenditures. The estimates will vary depending upon location of the business, payroll costs custom and usage in the area and other factors over which we have no control. These are our best estimates at the time of preparation of this document. We caution you to investigate independently the expenses not paid directly to us and which may be incurred.

Note: You should also have adequate funds available to pay for living expenses in addition to adequate operating capital. The amount necessary shall vary according to your personal needs, mode and source of living.

Note: Items 6 and 7. This estimates your initial start-up expenses during the first six months of operation of the Franchised Business. These expenses include payroll costs and working capital. The above examples do not include any funds that would be necessary for your personal living expenses during the startup phase of the business. These figures are estimates and we cannot guarantee that you will not have additional expenses in starting the business. Your costs will depend on factors such as: the state in which you will be operating, how closely you follow our methods and procedures; your management skill; experience and business acumen; local economic conditions; the local market for our product or service; the prevailing wage rate; competition; and the level of sales reached during the start-up phase of the business.

The amounts inserted for “additional funds” are based on spending approximately \$1,000.00 per month on advertising for the first 3 months in business and to have sufficient funds for payroll to pay caregivers to work on up to 10 full-time cases (40 hours per week at \$12.50 to \$15.00 per hour) for 2 weeks prior to being paid revenues from clients. Living Assistance Services, Inc. relied on 26 years of franchise start-up experience to estimate and formulate the additional funds.

Note: You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

Note: We do not directly or indirectly offer financing to franchisees for any items.

Operations Software:

~~You must purchase from a commercial vendor the software (QuickBooks Online) which we use in our franchise system or software which will perform similar functions. You will purchase Operations Software which is specialized for use in the home care business.~~

Computer Hardware:

~~You must purchase a computer hardware system compatible with the software system.~~

Insurance:

~~You must purchase at your own expense, and maintain in full force and effect the following insurance coverages:~~

- ~~(1) Professional Liability Insurance in a minimum amount of \$1,000,000 per occurrence with an annual aggregate limit of liability of \$3,000,000 per policy year.~~

- ~~(2) General Liability Insurance with personal injury coverage, in a minimum amount of \$1,000,000 per occurrence with an annual aggregate limit of liability of \$3,000,000 per policy year.~~
- ~~(3) Commercial Auto Liability Insurance to include hired and non-owned coverage in a minimum amount of \$1,000,000.~~
- ~~(4) Umbrella Coverage with a minimum \$1,000,000 limit excess over the professional, general, auto, and employer's liability.~~
- ~~(5) Cyber Liability Insurance in the minimum amount of \$500,000 responding to unauthorized access of your location's computer system, covering costs associated with notification of affected parties, credit monitoring, investigative & administrative costs, as well as third party liability for the breach.~~
- ~~(6) Employment Practices Liability Insurance (EPLI) in the minimum amount of \$500,000 covering indemnification and defense costs for employee allegations of sexual harassment, discrimination, and wrongful termination practices.~~
- ~~(7) Crime Fidelity/Employee Dishonesty/Theft insurance in the minimum amount of \$25,000.~~
- ~~(8) Workers Compensation coverage according to your state requirements. Even if your state does not require it, you agree to maintain Workers Compensation coverage.~~
- ~~(9) Sexual Abuse and Molestation Insurance in a minimum amount of \$500,000.~~
- ~~(10) Any other insurance not listed but required by applicable law, rule, regulation, ordinance, or licensing requirements and any updates from time to time in the Brand Standards & Training Manual.~~
- ~~(11) All Professional Liability, General Liability, and Employment Practices Liability insurance policies must name Living Assistance Services, Inc. as an additional insured. You also agree to provide Living Assistance Services, Inc. with Certificates of Insurance confirming that this obligation has been met and notify us within 10 days whenever any change is made to any coverages.~~
- ~~(12) We reserve the right to change the types and amounts of insurance required under the Franchise Agreement upon thirty (30) days' prior written notice to you, and you agree to conform your insurance coverage, at your own expense and by the deadline we specify.~~
- ~~(13) If you fail to purchase any required insurance(s), we may purchase insurance for you and bill you for the cost of the insurance plus administrative fees. You agree to indemnify us for all costs involved in the purchase of insurance for your franchised business.~~

~~We provide names of insurance companies that sell liability and/or workers' compensation insurance for your Franchised Business, on our preferred Vendor list. It may be prudent for you to compare business liability policies offered by casualty insurance agents in your home state in addition to those on our Preferred Vendor list. We make no representation that the coverage provided by carriers on our Preferred Vendor list will meet our standards or provide to adequate coverage. You are not obligated to purchase coverage from any carriers on our Preferred Vendor list, and instead may find your own carrier.~~

~~If you fail to obtain and maintain insurance coverage which meet or exceed our standards, you will have breached the Franchise Agreement which may terminate your Franchise. Any termination shall be at our sole discretion. You must provide us with copies of all notices of cancellations, changes, amendments to coverage and other modifications immediately upon your receipt of notices.~~

No Other Costs:

There are no other purchases necessary for you to begin operations.

Item 8: Restrictions on Sources of Products and Services

Designated Purchases:

You must purchase or lease the following items, goods and materials in accordance with our standards and specifications: computer hardware and software, insurance, printed materials, and media sources for advertising.

At your request and for our then-current Email Fee, we will provide email accounts for your employees with the domain “@visitingangels.com”. ~~The Email Fee is intended to cover a portion of our costs to provide and administer properly branded email accounts. The amount of the Email Fee depends on the type of email account that you choose. We reserve the right to increase this fee at any time as our costs change.~~

You must purchase from a commercial vendor the software (QuickBooks Online) which we use in our franchise system or software which will perform similar functions.

You will purchase Operations Software which is specialized for use in the home care business.

You must purchase a computer hardware system compatible with the software system. We reserve the right to implement and require you to pay our then-current Technology Fee, which is intended to cover a portion of our costs to provide and administer scheduling software, our intranet and other technology used by the Visiting Angels franchisees.

Issuing of Specifications:

We will provide you with written specifications for each of the items which you must purchase for the start-up and ongoing operations of your Franchised Business as part of the Brand Standards & Training Manual which you will receive at training. We may modify our specifications for items which you will purchase on an ongoing basis and we let you know by e-mailed notices.

No Designated Suppliers:

We do not designate any suppliers from which you will be required to purchase any items which you may purchase for your Franchised Business. You will select your own sources of supply and these sources are not subject to our approval. You need not make purchases (or lease) of equipment, software or any other items necessary for the start-up of your Franchised business from us nor any designated party. Neither we, the franchisor, nor any affiliate derives revenue, rebates or other material consideration from any franchisee purchases or leases. There are no purchasing or distribution cooperatives which are owned or operated by us or our affiliates. We do not negotiate purchase arrangements with any suppliers. We do not provide any material benefit to

you based on your purchases from any supplier. There are no suppliers in which an office of the franchisor owns an interest.

Approval of Advertising Expenditures:

We have final approval upon any/all media sources from which you may choose to place advertisements; we must approve all prospective advertisements in advance and in writing before you will be permitted to proceed with the advertising. We do so within 5 days after receiving corresponding notice from you. If we revoke approval, it will be by means of a letter to you.

Promotional Materials:

You must utilize promotional materials which we produce. We will develop graphic designs for advertising, brochures etc. at no cost to you. Typesetting of information specific to the Franchised Business location and camera ready finished artwork may then be purchased from us or any source approved in advance and in writing by us. We have final approval on all ad copy and promotional campaigns which you initiate which must be approved by us in advance and in writing.

Percentage of Items Purchased In Accordance With Specifications from Approved and/or Designated Suppliers:

The purchase of items in accordance with our specifications including approved or designated suppliers will represent 7.5% of your purchases in opening the Franchised Business and 1% of your purchases in operating the Franchised Business on an ongoing basis. [In the last fiscal year, we have not derived revenue from franchisee purchases.](#)

Insurance:

[You must purchase at your own expense, and maintain in full force and effect the following insurance coverages:](#)

- [\(1\) Professional Liability Insurance in a minimum amount of \\$1,000,000 per occurrence with an annual aggregate limit of liability of \\$3,000,000 per policy year.](#)
- [\(2\) General Liability Insurance with personal injury coverage, in a minimum amount of \\$1,000,000 per occurrence with an annual aggregate limit of liability of \\$3,000,000 per policy year.](#)
- [\(3\) Commercial Auto Liability Insurance to include hired and non-owned coverage in a minimum amount of \\$1,000,000.](#)
- [\(4\) Umbrella Coverage with a minimum \\$1,000,000 limit excess over the professional, general, auto, and employer's liability.](#)
- [\(5\) Cyber Liability Insurance in the minimum amount of \\$500,000 responding to unauthorized access of your location's computer system, covering costs associated with notification of affected parties, credit monitoring, investigative & administrative costs, as well as third party liability for the breach.](#)
- [\(6\) Employment Practices Liability Insurance \(EPLI\) in the minimum amount of \\$500,000 covering indemnification and defense costs for employee allegations of sexual harassment, discrimination, and wrongful termination practices.](#)
- [\(7\) Crime Fidelity/Employee Dishonesty/Theft insurance in the minimum amount of \\$25,000.](#)

- (8) Workers Compensation coverage according to your state requirements. Even if your state does not require it, you agree to maintain Workers Compensation coverage.
- (9) Sexual Abuse and Molestation Insurance in a minimum amount of \$500,000.
- (10) Any other insurance not listed but required by applicable law, rule, regulation, ordinance, or licensing requirements and any updates from time to time in the Brand Standards & Training Manual.
- (11) All Professional Liability, General Liability, and Employment Practices Liability insurance policies must name Living Assistance Services, Inc. as an additional insured. You also agree to provide Living Assistance Services, Inc. with Certificates of Insurance confirming that this obligation has been met and notify us within 10 days whenever any change is made to any coverages.
- (12) We reserve the right to change the types and amounts of insurance required under the Franchise Agreement upon thirty (30) days' prior written notice to you, and you agree to conform your insurance coverage, at your own expense and by the deadline we specify.
- (13) If you fail to purchase any required insurance(s), we may purchase insurance for you and bill you for the cost of the insurance plus administrative fees. You agree to indemnify us for all costs involved in the purchase of insurance for your franchised business.

We provide names of insurance companies that sell liability and/or workers' compensation insurance for your Franchised Business, on our preferred Vendor list. It may be prudent for you to compare business liability policies offered by casualty insurance agents in your home state in addition to those on our Preferred Vendor list. We make no representation that the coverage provided by carriers on our Preferred Vendor list will meet our standards or provide to adequate coverage. You are not obligated to purchase coverage from any carriers on our Preferred Vendor list, and instead may find your own carrier.

If you fail to obtain and maintain insurance coverage which meet or exceed our standards, you will have breached the Franchise Agreement which may terminate your Franchise. Any termination shall be at our sole discretion. You must provide us with copies of all notices of cancellations, changes, amendments to coverage and other modifications immediately upon your receipt of notices.

Item 9: Franchisee's Obligations

This Table Lists Your Principal Obligations Under The Franchise And Other Agreements. It Will Help You Find More Detailed Information About Your Obligations In These Agreements And In Other Items Of This Disclosure Document.

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Commercial site needed. Section 3.1 (a)	Items 11 and 12

[If you are purchasing an existing Visiting Angels franchise that is in its second franchise term (renewal), the Performance Standard will correspond to that which is set forth in our current Renewal Franchise Agreement.]

Post Renewal Performance Standard:

To maintain the grant of Franchise in the Franchise Agreement, you must attain and maintain minimum monthly Gross Revenues from the operation of your Franchised Business (the "Performance Standard"). You must attain and maintain the Performance Standard as follows: You must attain and maintain a minimum of \$35,000.00 in monthly Gross Revenues by the end of the first year (twelve months) after the date of the (Renewal) Franchise Agreement. You must attain and maintain a minimum of \$50,000.00 in monthly Gross Revenues by the end of the third year after the date of the (Renewal) Franchise Agreement. You must attain and maintain a minimum of \$70,000.00 in monthly Gross Revenues by the end of the fifth year after the date of the (Renewal) Franchise Agreement and you must attain and maintain \$90,000.00 in monthly Gross Revenues by the end of the seventh year after the date of the (Renewal) Franchise Agreement and each year thereafter for the term of the Renewal Franchise Agreement. The Performance Standard may be increased by us, in our discretion, in any renewal Franchise Agreement.

Client & Employee Satisfaction Management Survey Systems:

You are required to implement a client and employee satisfaction management survey system, by purchasing such services from a third party provider that specializes in such systems (an example is "Home Care Pulse"). The cost to purchase the services described in this paragraph will be paid entirely by you. You agree to disclose the survey results to us upon our request. You agree to comply with any updates and/or revisions to this requirement that we may make in the Brand Standards & Training Manual.

Best Practices Consultants Visits (Regional Operations Directors):

You are required to provide access to our Best Practices Consultants to visit your Franchised location to review your operations systems at least once per year (at our discretion), upon reasonable notice to you.

Your Independent Status:

No agency, employment or partnership is created between us and any franchisee.

Item 10: Financing

~~We are not obligated to directly or indirectly provide financing to you. We may assist you in obtaining financing upon your request. Assistance is limited to documenting any information or materials which you will need to provide to a potential lender for the purpose of obtaining financing. We receive no monetary consideration for providing assistance. If you indicate on the~~

~~Franchise Application that the full amount of the investment is not readily available to you, it is your sole responsibility to secure any financing necessary from third party lending sources in order to satisfy capital requirements of opening a franchised “VISITING ANGELS, Living Assistance Services” home care business. We do not offer direct or indirect financing. We do not guarantee your note, lease or obligation..~~

Item 11: Franchisor’s Assistance, Advertising, Computer Systems, and Training

Except as listed below, Living Assistance Service/Visiting Angels is not required to provide you with any assistance.

In return for payment of the Initial Franchise Fee, and the monthly Service Fee, and so long as you have not defaulted on the Franchise Agreement, we will provide, at times and in methods and manners which we determine in our discretion, the following services to you before you open the Franchised Business:

PRE-OPENING ASSISTANCE:

Before opening the Franchised Business, we will provide the following services:

Consultation:

The initial services which we provide to you following the signing of the Franchise Agreement include consultation (Paragraph 4.2c, of the Franchise Agreement, titled "Obligations of Franchisor, Consultation") with you (by telephone and electronic mail) on the location for your Franchised “VISITING ANGELS, Living Assistance Services” Unit; selecting telephone services; computer and software selection; ordering initial orders of printed materials, etc. We do not assist you in reviewing leases for an office location or in locating a site for the office. We do not lease real estate to franchisees.

Office Location and Protected Territory Boundaries:

We will help you choose the boundaries of your Protected Territory by mutual agreement between you and us (Paragraph 3, of the Franchise Agreement, titled "Territory"). We will state in the Franchise Agreement the Franchised location from which you will operate. You must select your own location for the Franchised Business. We must approve or disapprove the territory and the Franchised Business address upon signing of the Franchise Agreement by both parties. If your business office address has not been inserted into the Franchise Agreement upon signing of the Franchise Agreement, you may not establish your Franchised Business location without our written approval. The Franchise Agreement states that your office/business address must be centrally located in your Protected Territory. At such time as you select an office location, you must submit it to us for our approval, we will respond to you with our written decision within 72

	Provision	Section in Franchise Agreement	Summary
q.	Non-competition covenants during the term of the Franchise	Section 15, 15.1	No involvement in competing business anywhere in U.S.
r.	Non-competition covenants after the franchise is terminated or expires	Section 13.2	No competing business for 2 years within 20 miles of your Protected Territory (including after assignment). Penalties for violation of covenant.
s.	Modification of the agreement	Section 21	No modification generally but Operating Manual subject to change.
t.	Integration/ merger clause	Sections 19, 21	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.
u.	Dispute resolution by arbitration or mediation	Not Applicable	
v.	Choice of forum	Section 19	Litigation must be in Pennsylvania, except as stated in Appendix D “State Disclosures” (subject to applicable state law).
w.	Choice of law	Section 19	Pennsylvania law applies, except as stated in Appendix D “State Disclosures” (subject to applicable state law).

Item 18: Public Figures

We do not use any public figure to promote our franchise. The Franchise Agreement does not restrict your right or our rights to utilize the name of a public figure in promoting our business.

Item 19: Financial Performance Representations

Representations Regarding Earnings Capability:

Table No. 4

**Status of Company-Owned Outlets
for Years 2021, 2022, 2023**

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
All States	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Totals	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0

Table No. 5

Projected Openings as of December 31, 2023

Column 1	Column 2	Column 3	Column 4
State	Franchise Agreements Signed But Outlet not Opened	Projected New Franchised Outlet In the Next Fiscal Year	Projected New Company Owned Outlet In the Next Fiscal Year
CA	1	1	0
FL	0	1	0
KY	0	1	0
MI	0	1	0
PA	0	1	0
TX	0	1	0
Totals	1	6	0

Attached to this Franchise Disclosure shall be a list of all Franchisees to include their names, business addresses and telephone numbers (see Exhibit C List of Franchisees) current to 12-31-2023. Also attached to this Franchise Disclosure shall be a list identifying the names, city and state and business (or, if unknown, home) telephone numbers of every franchisee who ceased doing business under the franchise agreement or had an outlet terminated, canceled, or not renewed within the last fiscal year~~name, last known business address and telephone number of any Franchisees that have left the Franchise System for whatever reason~~. There are no franchisees that we have not communicated with in the past 10 weeks.

APPENDIX B

**ADDENDUM TO AGREEMENT REGARDING COMPLIANCE WITH
THE LAWS OF THE COMMONWEALTH OF VIRGINIA**

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.

Dated this _____ day of _____ 20_____.

FRANCHISOR

FRANCHISEE

VIRGINIA

Roanoke – 3959 Electric Rd., Suite 204, 24018, 540-904-7104, Lauri Scogin [Sold by Franchisee]

Virginia Beach – 1642 Pleasure House Rd., Suite 104, 23455, 757-216-1934, Brian & Robert Weinstein [Sold by Franchisee]

Virginia Beach – 3386 Holland Rd., Suite 202, 23452, 757-970-3111, Brian Weinstein [Sold by Franchisee]

WASHINGTON

Lacey– 4325 Lacey Blvd. SE, 98503, 503-704-9029, Jeffrey & Kelly Chambers [Sold by Franchisee]

WISCONSIN

DePere – 3311 Packerland Dr., Suite A-18, 54115, 920-366-5402, Steve Schroeder [Sold by Franchisee]

[*Franchisees who have not communicated with the franchisor within ten \(10\) weeks of the Issuance Date*](#)
[None.](#)

Franchise Agreements signed but not opened as of December 31, 2023

New Sales

CALIFORNIA

Tracy–Saviour Achilike, FA 9/23/23, New Sale (waiting on state license)

- d. The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
- e. The Franchise Agreement requires application of the laws of Pennsylvania. This provision may not be enforceable under California law.
- f. California Corporations Code, Section 31125 requires us to give you a disclosure document, approved by the Department of Corporations before a solicitation of a proposed material modification of an existing franchise.
- g. 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).
- h. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.
- i. Both the Governing Law and Choice of Law for Franchisees operating outlets located in California, will be the California Franchise Investment law and the California Franchise Relations Act regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the franchise agreement or amendment to or any agreement to the contrary is superseded by this condition.
- j. The franchise agreement contains 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.
- k. California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.
- l. Section 22 of the Franchise Agreement is deleted in its entirety, and does not apply to California franchisees.
- h. 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.](#)

Required State Disclosures for Connecticut:

The State of Connecticut does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the state. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

Required State Addendum for Illinois:

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, 815 ILCS 705/1 et. seq., the Franchise Disclosure Document, in connection with the offer and sale of franchises for use in the State of Illinois, shall be amended to include the following:

The following language is added to the table in Item 17 at the end of the Summary sections of provisions (v) and (w) entitled Choice of Forum and Choice of Law: “subject to state law, and except for any claims arising under the Illinois Franchise Disclosure Act of 1987.” Illinois law will govern the Agreement and all litigation will be commenced in Illinois.

Each provision of this Addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Investment Act of 1987 are met independently without reference to this Addendum to the Disclosure Document.

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration in a venue outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that 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.

Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with the *NASAA Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgements*, adopted September 18, 2022 and effective January 1, 2023:

No statement, questionnaire or acknowledgement 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Required State Disclosures For Maryland:

Addendum to the Franchise Agreement for the State of Minnesota

1. Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

2. The franchisor 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. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).

3. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

4. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

5. The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

6. No statement, questionnaire, or acknowledgement 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 with the franchise.

Franchisee:

LIVING ASSISTANCE SERVICES, INC.

termination penalties; E) Applicable Laws: Franchise Agreements that specify that they are to be governed by the laws of a state other than North Dakota; F) Waiver of Trial by Jury: Requiring North Dakota Franchises to consent to the waiver of a trial by jury; G) Waiver of Exemplary & Punitive Damages: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage; H) General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the Franchise Agreement; I) Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies; J) Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

Required Disclosures for the State of Oklahoma:

The registration of this business opportunity does not constitute approval, recommendation or endorsement by the State of Oklahoma. The information contained in this disclosure document has not been verified by this state. If you have any questions or concerns about this investment, seek professional advice before you sign a contract or make any payment. You are to be provided ten (10) business days to review this document before signing any contract or agreement or making any payment to the seller or the seller's representative.

Required Disclosures For Rhode Island:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

Required State Disclosures for Virginia:

VIRGINIA (Code 13.1-557-574-13.1-564), provides rights to the franchisee which may supersede the Franchise Agreement. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

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.

Required State Disclosure for the State of Washington:

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

1st Floor Constitution Hall
Lansing, MI 48909
Telephone: (517) 241-6345

MINNESOTA:
Commissioner of Commerce
Minnesota Department of Commerce
Market Assurance Division
85 7th Place East, Suite 500
St. Paul, MN 55101-2198
Telephone: (651) [539-1600296](tel:539-1600296) ~~6328~~

NEW YORK:
NYS Department of Law
Investor Protection Bureau
28 Liberty St. 21st Fl
New York, NY 10005
212-416-8222

NEW YORK (Agent for Service of Process):
Secretary of State
99 Washington Avenue
Albany, NY 12231

NORTH DAKOTA:
North Dakota Securities Department
Fifth Floor State Capitol
Dept. 414
600 East Boulevard
Bismarck, ND 58505-0510
Telephone: (701) 328-2910

OKLAHOMA:
Oklahoma Securities Dept.
First National Center
120 N. Robinson Suite 860
Oklahoma City, OK 73102
Telephone: (405) 280-7700

RHODE ISLAND:
Division of Securities
233 Richmond Street, Suite 232
Providence, RI 02903
Telephone: (401) 222-3048

SOUTH DAKOTA:
Division of Insurance
Securities Regulation
124 South Euclid, Suite 104
Pierre, SD 57501
Telephone: (605) 773-3563