

APR 23 2007



**UNIFORM FRANCHISE OFFERING CIRCULAR**

Snelling Services, LLC, a Delaware limited liability company  
12801 North Central Expressway, Suite 600, Dallas, Texas 75243  
(800) 776-7500 - www.snelling.com

We offer the Snelling franchise which provides full staffing services to an array of businesses. The initial franchise fee may range from \$7,500 to \$25,000. The estimated initial investment ranges from \$97,109 to \$166,822 if You are a new Pay/Bill member to the Snelling System, but may range from \$250,953 to \$404,822 if You are a Non-Pay/Bill member in the Snelling System. See Items 5 - 7 and Exhibit "C" of this Circular for additional information.

**SPECIAL RISK FACTORS:**

1. THE FRANCHISE AGREEMENT PERMITS YOU TO MEDIATE AND ARBITRATE WITH US ONLY IN THE CITY AND STATE WHERE OUR HEADQUARTERS IS LOCATED (CURRENTLY DALLAS, TEXAS). OUT OF STATE MEDIATION AND ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO ADD TO YOUR COSTS. EVEN THOUGH THE FRANCHISE AGREEMENT PROVIDES THAT "HOME STATE" LAW APPLIES, LOCAL LAW MAY SUPERSEDE IT IN YOUR STATE. PLEASE REFER TO ANY STATE-SPECIFIC ADDENDUM THAT MAY BE ATTACHED TO THIS CIRCULAR FOR DETAILS.

2. THE FRANCHISE AGREEMENT STATES THAT TEXAS LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE YOU WITH THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS. STATE FRANCHISE REGISTRATION AND RELATIONSHIP LAWS OFTEN PROVIDE THAT CHOICE OF LAW PROVISIONS ARE VOID OR SUPERCEDED TO THE EXTENT THAT CHOICE OF A DIFFERENT STATE'S LAW WOULD DENY YOU THE PROTECTION YOU WOULD BE ENTITLED TO UNDER LOCAL LAW. YOU SHOULD INVESTIGATE WITH REGARD TO YOUR JURISDICTION (SEE UNIFORM UFOC ADDENDUM AND STATE AMENDMENTS TO THE FRANCHISE AGREEMENT).

3. IF YOU FAIL TO MAINTAIN YOUR ESTABLISHED MINIMUM PERFORMANCE REQUIREMENTS, WITHOUT TERMINATING THE FRANCHISE AGREEMENT, WE MAY, AT OUR SOLE OPTION, TERMINATE YOUR GRANTED TERRITORY.

4. YOUR SPOUSE, CHILDREN, CIVIL PARTNER, AND/OR OTHER CLOSE RELATIVES MAY BE REQUIRED TO SIGN THE FRANCHISE AGREEMENT BECOMING JOINTLY AND SEVERALLY LIABLE FOR THE DEBTS OF THE FRANCHISE WHETHER OR NOT THEY ARE INVOLVED IN THE OPERATIONS OF THE FRANCHISE BUSINESS. THIS REQUIREMENT CAN PLACE YOU AND YOUR SPOUSE'S PERSONAL ASSETS AT RISK.

5. IF YOU CEASE TO OPERATE THE BUSINESS PRIOR TO THE CONCLUSION OF THE FRANCHISE TERM WE MAY BE ENTITLED TO LIQUIDATED DAMAGES GENERALLY EQUAL TO THE TOTAL ROAYLTY FEES DUE FOR THE 18 MONTH PERIOD IMMEDIATELY PRECEDING THE STOP IN OPERATIONS.

6. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN ATTACHMENT "A", OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY A STATE DOES NOT MEAN APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY A STATE OR THAT A STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS OFFERING CIRCULAR. IF YOU LEARN THAT ANYTHING IN THE OFFERING CIRCULAR IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY.

Effective Date: April 20, 2007, or the date noted on the Uniform UFOC Addendum for the State of \_\_\_\_\_.

(This Circular has been registered in several states that require pre-sale registration of franchise offerings. The states and the effective dates of registration are listed on the Uniform Offering Circular Addendum attached behind the federal cover page.)

**ADDENDUM TO SNELLING SERVICES, LLC  
OFFERING CIRCULAR  
FOR THE STATE OF CALIFORNIA**

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS, ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE, [www.snelling.com](http://www.snelling.com), MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CORPORATIONS AT [www.corp.ca.gov](http://www.corp.ca.gov).

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE OFFERING CIRCULAR.

1. Neither Snelling nor any person previously identified in Item 2 of this Offering Circular 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 that association or exchange.
2. The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).
3. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.
4. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
5. The franchise agreement requires binding arbitration. The arbitration will occur at Dallas, Texas, or the current city and state where Snelling's corporate headquarters is located at the time the dispute is submitted to arbitration with the cost being borne by the parties as the arbitrators determine. 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 restricting venue to a forum outside the State of California.
6. The franchise agreement requires application of the laws of Texas. This provision may not be enforceable under California law.

**ADDENDUM TO THE OFFERING CIRCULAR  
PURSUANT TO THE HAWAII FRANCHISE INVESTMENT LAW**

**DISCLOSURES REQUIRED BY HAWAII STATE LAW**

THESE FRANCHISES WILL BE/HAVE 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 THAT THE INFORMATION PROVIDED HEREIN 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 THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS OFFERING CIRCULAR 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 THE FRANCHISOR AND THE FRANCHISEE.

No person identified in Item 1 and 2 of this Offering Circular is subject to any currently effective order of the Securities and Exchange Commission or the securities administrator of any state denying registration to or revoking or suspending the registration of such person as a securities broker or dealer or investment advisor or is subject to any currently effective order of any national securities exchange (as defined in the Securities and Exchange Act of 1934) suspending or expelling such person from membership of such association or exchange; or

Is subject to any currently effective order or ruling of the Federal Trade Commission or is subject to any currently effective order relating to business activity as a result of an action brought by any public agency or department.

1. Registration Information

A. This proposed registration is effective in the following states:

California	Michigan	South Dakota
Hawaii	Minnesota	Virginia
Illinois	New York	Washington
Indiana	North Dakota	Wisconsin
Maryland	Rhode Island	

Exempt in:

Connecticut	Kentucky	North Carolina	South Carolina
Florida	Louisiana	Ohio	Texas
Georgia	Maine	Oklahoma	Utah
Iowa	Nebraska	Oregon	

B. The states in which this proposed registration application is, or will be shortly, on file:

None

C. No state has refused, by order, to register these franchises.

D. The states which have revoked or suspended the right to offer these franchises are:

None

E. The states in which the proposed registration of these franchises has been withdrawn are:

None

**ADDENDUM TO SNELLING SERVICES, LLC  
OFFERING CIRCULAR  
FOR THE STATE OF 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:

(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, 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 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 (iii) 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.

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.

**ADDENDUM TO SNELLING SERVICES, LLC  
OFFERING CIRCULAR  
FOR THE STATE OF NEW YORK**

1. With regard to Item 3 of this Offering Circular, neither Snelling nor any person identified in Items 1 and 2 of this Offering Circular:

- (a) has been convicted of a felony, or pleaded nolo contendere to a felony charge, or held liable or enjoined in a civil action by a final judgment if such civil action involved fraud, embezzlement, fraudulent conversion or misappropriation of property,
- (b) is subject to any currently effective order of the United States securities and exchange commission or the securities administrator of any state denying the registration of or barring, revoking or suspending the registration of such person as a securities broker or dealer, or investment advisor, or securities agent or registered representative, 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.
- (c) is subject to a currently effective order or ruling of the federal trade commission, or
- (d) is subject to any currently effective injunctive or restrictive order relating to 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 salesman.

2. With regard to Item 4 of this Offering Circular, except for the three actions described below, neither Snelling nor any other person identified in Items 1 and 2 of this Offering Circular have during the 10-year period immediately before the date of this Offering Circular:

- (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code;
- (b) obtained a discharge of its debts under the bankruptcy code; or
- (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

1. Our Chief Executive Officer, Peter Harris, has provided services as an expert in company reorganization and restructuring, and in that capacity was engaged as a principal officer within each of the following organizations.

- (a) Mr. Harris was Director and Chief Administrative Officer of HQ Global Workplaces, Inc. and Director, Vice President and Secretary of its subsidiary HQNS when on March 13, 2002, HQNS and all other entities directly and indirectly owned by HQ Global Holdings, Inc. filed a petition to reorganize under Chapter 11 of the U.S. Bankruptcy Code (U.D. Bankruptcy Court for the District of Delaware, Case 02-10760). HQ Global Workplaces, Inc. and HQNS provide executive office space and business support services. On June 30, 2004, the court approved the plan of reorganization and discharged the proceedings.

HQ Global Workplaces was subsequently purchased by Regus, plc, located in London, England. HQ Global Workplaces continues to operate and is located at 15305 Dallas Parkway, Addison, Texas 75001.

- (b) Mr. Harris was Director and Acting President of OMNA Medical Partners, Inc. when it filed a voluntary petition under Chapter 11 of the U.S. Bankruptcy Code on March 24, 2000 (US Bankruptcy Court for the District of Delaware, Case 00-1493). OMNA provided management services to surgical physician practices. On October 11, 2003, the court approved the plan of reorganization and discharged the proceedings. OMNA sold its assets and was dissolved.
- (c) Mr. Harris was Acting Chief Operating Officer of ParkStone Medical Information Systems, Inc. when it filed a voluntary petition under Chapter 11 of the U.S. Bankruptcy Code on July 31, 2001 (U.S. Bankruptcy Court for the Southern District of Florida, Case 01-25615). The company performed software development and distribution services. On January 6, 2003, the court approved the plan of reorganization and certain proceedings are still pending. ParkStone subsequently sold its assets and was dissolved.

2. Roger Rohus, Director, Payroll and Billings Operations for Advance, sought bankruptcy protection due to extreme personal circumstances beyond his control. In June 2002, Mr. Rohus filed under Chapter 7 of the U.S. Bankruptcy Code. In October 2002 the court approved his plan and discharged the proceedings. (US Bankruptcy Court for the Eastern District of Texas, US Bankruptcy Court Plano, Texas, Docket Number 243363-DSP-10/02). Mr. Rohus' credit history prior to the unfortunate personal event and following the discharge was and remains good.



**GUARANTEE OF PERFORMANCE**

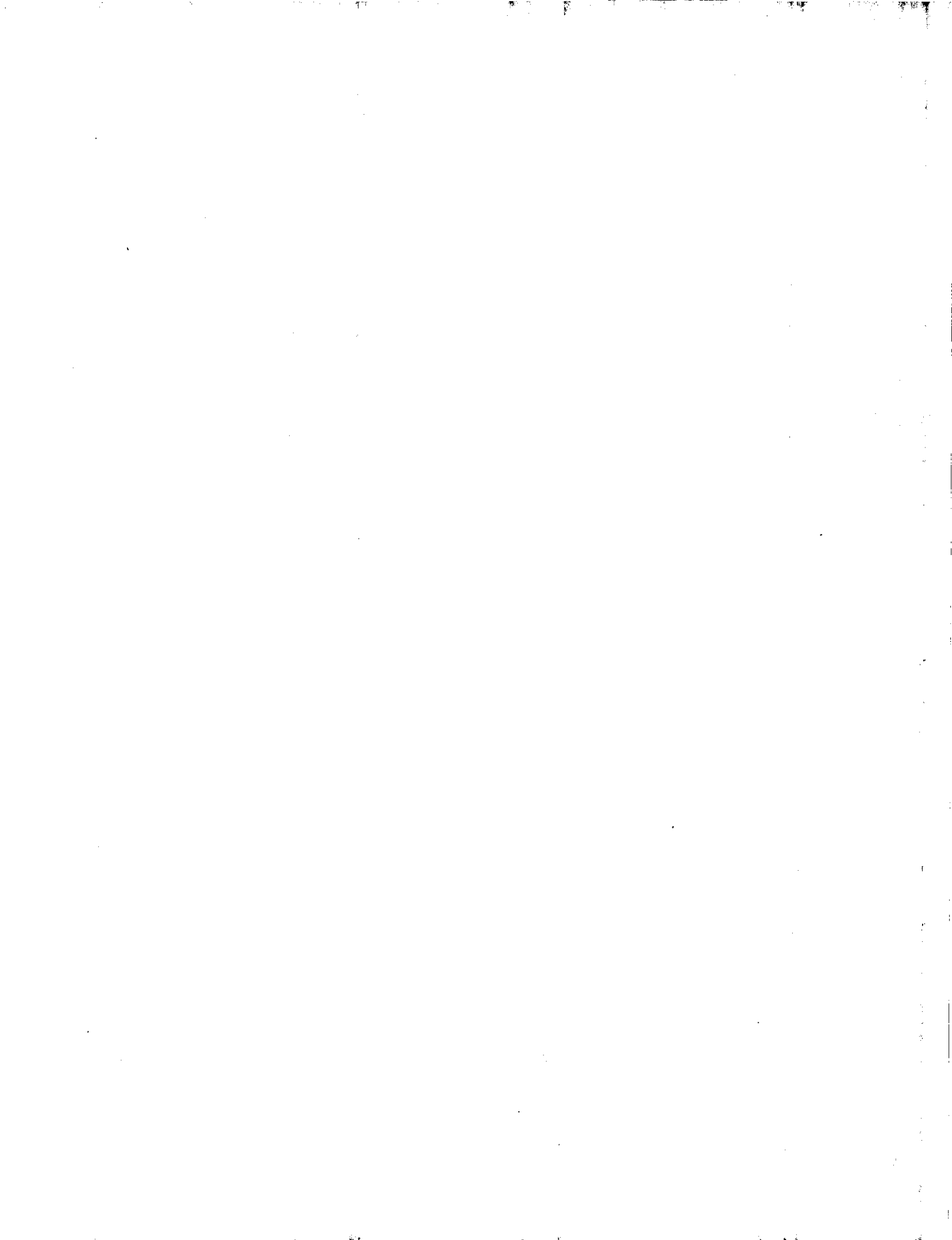
For value received Snelling Staffing, LLC ("Snelling Staffing") located at 12801 North Central Expressway, Suite 600, Dallas, Texas 75243, absolutely and unconditionally guarantees the performance by Snelling Services, LLC (f/k/a Snelling Franchising) ("Snelling Services") located at 12801 North Central Expressway, Suite 600, Dallas, Texas 75243, all of the obligations of Snelling Services under its franchise registration in the State of New York, dated \_\_\_\_\_, and of its Franchise Agreement. This guarantee continues until all obligations of Snelling Services under the franchise registration and franchise agreement are satisfied. Snelling Staffing is not discharged from liability if a claim by the franchisee against Snelling Services remains outstanding. Notice of acceptance is waived. Notice of default on the part of Snelling Services is not waived. This guarantee is binding on Snelling Staffing and on its successors and assignees. Snelling Staffing executes this guarantee at Dallas, Texas on the 20<sup>th</sup> day of April, 2007.

SNELLING STAFFING, LLC

By: 

Name: Barbara A. McAninch

Title: Senior Vice President



**SNELLING SERVICES, LLC**  
**UNIFORM UFOC ADDENDUM**

The following states have statutes which may supersede the Franchise Agreement and other related agreements in Your relationship with the Us. These statutes may affect the enforceability of provisions in the agreements related to termination; transfer; renewal; covenants not to compete; choice of law; jurisdiction; venue selection; execution of waivers and releases of claims under the statute; injunctive relief; waiver of rights to jury trial; punitive and liquidated damage provisions, and other remedies; arbitration; and discrimination between franchisees:

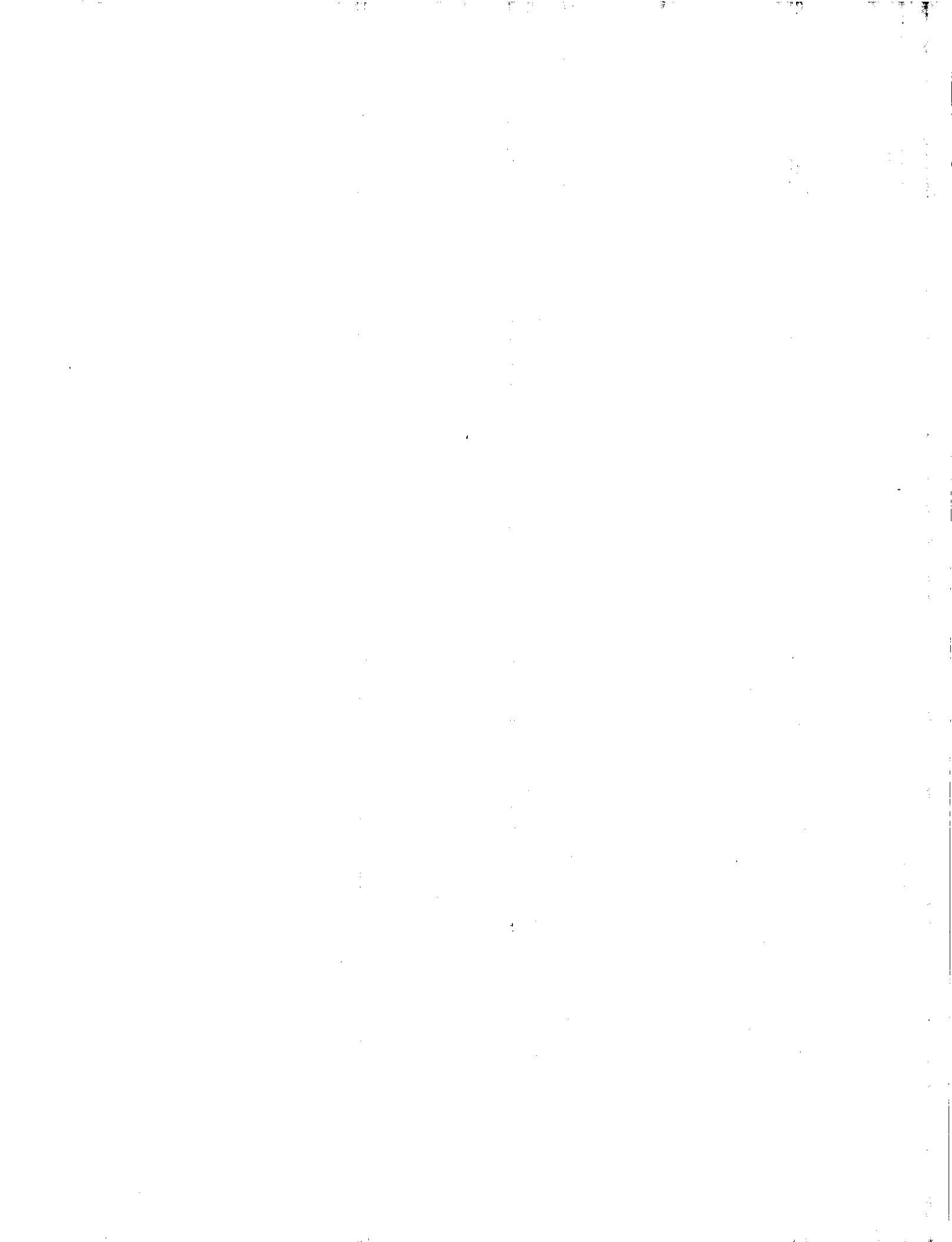
Ark. Code Ann. § 4-72-201 (Michie 1993); Cal. Corp. code §§ 31000 - 31516 (West 1994); Cal. Bus. & Prof. Code §§ 20000 - 20043 (West 1994); Conn. Gen. Stat. § 42-133e (1994); Del. Code Ann. tit. 6 § 2552 (1993); Rev. Stat. ch. 815 para 705/1 - 705/44 (1994); Haw. Rev. Stat. §§ 482E-1 - 482D-12 (1993); Ill. Rev. Stat. Ch. 815 ILCS 705/1-44 (1994); Ind. Code §§ 1 - 51 (1994); Ind. Code Ann. § 23-2-2.7 (West 1994); Iowa Code § 523H.1 - 523H.17 (1994); MD.CODE ANN. BUS. REG. §§ 14-201 - 14-233 (2004 Repl. Vol.); Mich. Comp. Laws §§ 445.1501 - 445.1545 (1994); Minn. Stat. §§ 80C.01 - 80C.22 (1994); Minn. Stat. §§ 80C.01 - 80C.14 (1994); Miss. Code Ann. § 75-24-51 (1993); Mo. Ann. Stat. § 407.400 (Vernon 1994); Neb. Rev. Stat. § 87-401 (1993); N.J. Stat. Ann. § 56:10-1 (West 1994); N.Y. Gen. Bus. Law §§ 680 - 695 (1994); N.D. Cent. Code § 51-19-01 - 51-19-17 (1993); Or. Rev. Stat. §§ 650.005 - 650.085; S.D. Codified Laws Ann. §§ 37-5A-1 - 37-5A-87 (1994); Tex. Rev. Civ. Stat. Ann. art. 1601 (1994); Va. Code Ann. §§ 13.1-557 - 13.1-574; Wa. Rev. Code §§ 19.100.010 - 19.100.940 (1994); Wis. Stat. §§ 553.01 - 553.78 (1994); Wis. Stat. §§ 135.01 - 135.07 (1984).

These and other states may have fair practice laws and other civil statutes affecting contracts and state and federal court decisions that may also affect the enforcement of provisions in the Franchise Agreement and other related agreements.

A provision in the Franchise Agreement which terminates the agreement upon your bankruptcy may not be enforceable under Title 11, United States Code Section 101.

This Offering Circular is registered, on file or exempt from registration in the following states that have franchise registration and disclosure laws:

California -	Effective Date: _____
Florida -	Effective Date: April 20, 2007
Hawaii -	Effective Date: _____
Illinois -	Effective Date: _____
Indiana -	Effective Date: _____
Maryland -	Effective Date: _____
Michigan -	Effective Date: April 20, 2007
Minnesota -	Effective Date: _____
New York -	Effective Date: _____
North Dakota -	Effective Date: _____
Oregon -	Effective Date: April 20, 2007
Rhode Island -	Effective Date: _____
South Dakota -	Effective Date: _____
Utah -	Effective Date: April 20, 2007
Virginia -	Effective Date: _____
Washington -	Effective Date: _____
Wisconsin -	Effective Date: _____



Snelling®  
Snelling® Staffing Services  
Snelling® Professional Services

**INFORMATION FOR  
PROSPECTIVE FRANCHISEES  
REQUIRED BY THE FEDERAL TRADE COMMISSION**

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TO PROTECT YOU, WE'VE REQUIRED YOUR FRANCHISOR TO GIVE YOU THIS INFORMATION. WE HAVEN'T CHECKED IT AND DON'T KNOW IF IT'S CORRECT. IT SHOULD HELP YOU MAKE UP YOUR MIND. STUDY IT CAREFULLY. WHILE IT INCLUDES SOME INFORMATION ABOUT YOUR CONTRACT, DON'T RELY ON IT ALONE TO UNDERSTAND YOUR CONTRACT. READ ALL OF YOUR CONTRACT CAREFULLY. BUYING A FRANCHISE IS A COMPLICATED INVESTMENT. TAKE YOUR TIME TO DECIDE. IF POSSIBLE, SHOW YOUR CONTRACT AND THIS INFORMATION TO AN ADVISOR, LIKE A LAWYER OR AN ACCOUNTANT. IF YOU FIND ANYTHING YOU THINK MAY BE WRONG OR ANYTHING IMPORTANT THAT'S BEEN LEFT OUT, YOU SHOULD LET US KNOW ABOUT IT. IT MAY BE AGAINST THE LAW.

THERE MAY ALSO BE LAWS ON FRANCHISING IN YOUR STATE. ASK YOUR STATE AGENCIES ABOUT THEM.

FEDERAL TRADE COMMISSION  
WASHINGTON, D.C. 20580

Date of Issuance: April 20, 2007

