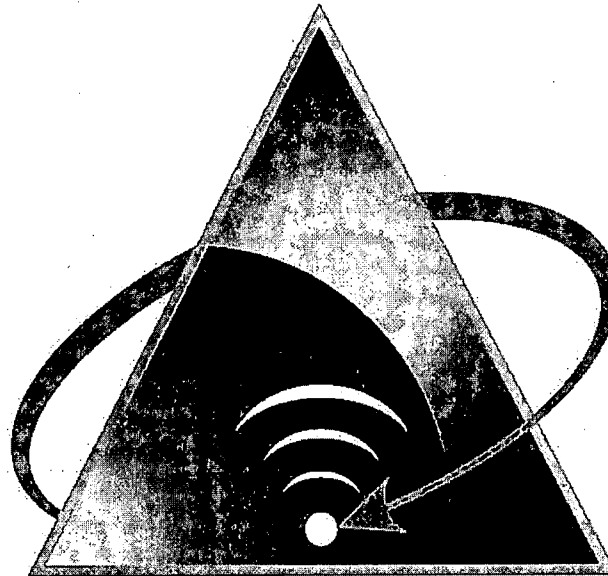


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[THIS DOCUMENT SHOWS THE UNDERLYING
CHANGES]

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PositiveChanges®

HYPNOSIS CENTERS

Yes, It Works.

FRANCHISE DISCLOSURE DOCUMENT

For Use In

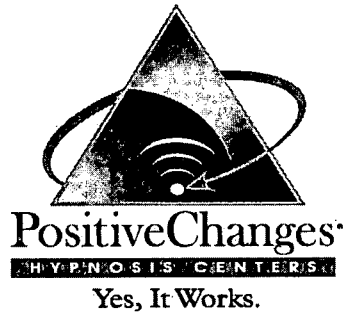
Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Idaho, Illinois, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin (offers only), Wyoming, American Samoa, Federated States of Micronesia, Guam, Marshall Islands, Northern Mariana Islands (including Saipan), Palau, Puerto Rico and Virgin Islands

Not for Use In

Hawaii, Indiana, Michigan, Minnesota, North Dakota, South Dakota, or Wisconsin (for sales).

POSITIVE CHANGES HYPNOSIS CENTERS-2014-2

FRANCHISE DISCLOSURE DOCUMENT



Lifestyle Improvement Centers, LLC
a Virginia limited liability company d/b/a
POSITIVE CHANGES HYPNOSIS CENTERS
4390 Tuller Road
Dublin, Ohio 43017
Telephone: (614) 792-8100
Fax: (614) 792-8102
sandy.Gould@positivechanges.com
www.positivechanges.com

As a POSITIVE CHANGES® HYPNOSIS CENTERS franchisee, you will operate a business providing services and products to promote self-improvement (weight loss, stop smoking, stress reduction, learning enhancement etc.).

The total investment necessary to begin operation of a POSITIVE CHANGES HYPNOSIS CENTERS franchised business ranges from \$142,50081,299 to \$297,000173,799. This includes \$34,50031,000 to \$79,50066,000 that must be paid to franchisor or its affiliates.

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

You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact Sandra Gould at 4390 Tuller Road, Dublin, Ohio 43017, (614) 792-8100, sandy.Ggould@positivechanges.com.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: March ~~24, 2011~~27, 2012

POSITIVE CHANGES HYPNOSIS CENTERS-2011-2

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit E for information about the franchisor, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. ~~4.~~ 1. ~~4.~~—THE FRANCHISE AGREEMENT REQUIRES YOU TO LITIGATE WITH US ONLY IN OHIO. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO LITIGATE WITH US IN OHIO THAN IN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT STATES THAT OHIO LAW GOVERNS THE FRANCHISE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. ~~3.~~ 3.—WE MAY TERMINATE YOUR FRANCHISE IF YOU DO NOT MAINTAIN A MINIMUM LEVEL OF GROSS CASH RECEIPTS PER MONTH (SEE ITEM 12 FOR DETAILS).

- 4.—THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Dates:

California:	_____April_____, 2012
Illinois:	_____April_____, 2012
Maryland:	_____February 10, 2012_____
New York:	_____May_____, 2012
Rhode Island:	April 6, 2011_____, 2012
Virginia:	_____July_____, 2012
Washington:	_____July_____, 2012

POSITIVE CHANGES HYPNOSIS CENTERS-2011-2

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