

FRANCHISE DISCLOSURE DOCUMENT



Athena North America, LLC a Delaware Limited Liability Company 103 Carnegie Center, Suite 300 Princeton, New Jersey 08540

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We offer a franchise to operate an after-school learning center that provides math, reading, and homework help programs using the Athena method of learning. Children are given the opportunity to attend Athena Centers usually two to three times per week.

The total investment necessary to begin operation of an Athena Learning Center is \$58,203 to \$130,945. This includes \$25,000 that must be paid to us.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact us at 103 Carnegie Center, Suite 300, Princeton, NJ 08540, (855) 422-6532.

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 an attorney 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 (FTC). You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 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 also be laws on franchising in your state. Ask your state agencies about them.

Issued on: July 16, 2012

This Disclosure Document is effective for Connecticut



DISCLOSURES REQUIRED BY CONNECTICUT LAW

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.

Athena North America, LLC July 16, 2012



Risk Factors

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

- 1. THE FRANCHISE AGREEMENT PROVIDES THAT DELAWARE LAW GOVERNS THE AGREEMENT AND DELAWARE LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
- 2. THE FRANCHISE AGREEMENT PERMITS YOU TO SUE ONLY IN NEW JERSEY. OUT OF- STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO SUE ATHENA IN NEW JERSEY THAN IN YOUR HOME STATE.
- 3. YOU MUST PAY US MINIMUM ROYALTY FEES OF \$250 PER MONTH AFTER YOU BEGIN PRESALES EVEN IF THE FRANCHISED BUSINESS HAS NO REVENUE. YOU MUST ALSO SPEND A MINIMUM OF \$500 PER MONTH ON LOCAL ADVERTISING. THESE MINIMUM MOTHTHLY FEES MAY INCREASE EVERY YEAR.
- 4. AN EXCLUSIVE TERRITORY, WHICH IS REFERRED TO AS THE AREA OF PROTECTED TERRITORY ('APT') IS TYPICALLY A 5-MILE RADIUS FROM YOUR APPROVED LOCATION.
- 5. THERE IS NO RESTRICTION ON ATHENA'S RIGHT TO PROMOTE THE USE OF THE ATHENA SYSTEM BY ANY OTHER MEANS IN ADDITION TO FRANCHISED ATHENA LEARNING CENTERS.
- 6. ATHENA HAS THE RIGHT TO ELIMINATE OR REDUCE YOUR APT IF STUDENT ENROLLMENT DOES NOT MEET THE MINIMUM STANDARDS SET FORTH ON PAGE 20, ITEM 12 (TERRITORY) OF THE DISCLOSURE DOCUMENT.
- 7. IF YOU HAVE LESS THAN 100 STUDENTS AT EXPIRATION OF YOUR FIRST AGREEMENT WITH ATHENA, YOUR FRANCHISE AGREEMENT WILL NOT BE RENEWED.
- 8. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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