

## FRANCHISE DISCLOSURE DOCUMENT



**Athena North America, LLC**  
**a Delaware Limited Liability Company**  
**103 Carnegie Center, Suite 300**  
**Princeton, New Jersey 08540**  
**Phone: (855) 422-6532**  
**Website: [www.athenalearningcenters.com](http://www.athenalearningcenters.com)**

We offer a franchise to operate an after-school learning center that provides proprietary assessments and curriculum from pre- K through grade 12 in math, reading, writing, science, and college test preparation. Children attend Athena Centers usually two to three times per week.

The total investment necessary to begin operation of an Athena Learning Center is \$75,188 - \$150,763. This includes \$30,000 that must be paid to us. This franchise requires a storefront location.

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 Deven Klein, COO/General Counsel, 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](http://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: **April 1, 2015**

## 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 administrators listed in Exhibit A for information about the franchisor 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. 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 MAKE MONTHLY ROYALTY AND ADVERTISING PAYMENTS EVEN IF YOU HAVE NO EARNINGS. FAILURE TO MAKE THE PAYMENTS MAY RESULT TERMINATION OF YOUR FRANCHISE AND LOSS OF YOUR INVESTMENT.
4. YOUR SPOUSE MAY BE REQUIRED TO SIGN A PERSONAL GUARANTY MAKING YOUR SPOUSE INDEPENDENTLY LIABLE FOR THE FINANCIAL OBLIGATIONS UNDER THE AGREEMENT. THE GUARANTY WILL PLACE YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS AT RISK IF YOUR FRANCHISE FAILS.
5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Dates:

California: \_\_\_\_\_

Maryland: \_\_\_\_\_ (amended)

New York: \_\_\_\_\_

Athena North America, LLC

EDD Retail, April 2015

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