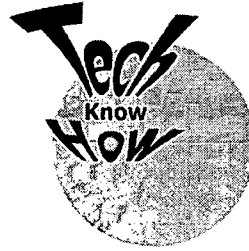


**FRANCHISE DISCLOSURE DOCUMENT**

TKH Franchising, Inc., a California corporation  
553 Pilgrim Drive Suite D, Foster City, California (650) 638-0500  
[www.TechKnowHow.com](http://www.TechKnowHow.com); – [bmancini@techknowhow.com](mailto:bmancini@techknowhow.com)

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The franchise is a mobile business named “TechKnowHow®” that conducts after school and/or summer camp programs featuring science and technology projects that teach engineering skills, creative design and robotics for children and teens. The business uses proprietary curriculum to teach children and teens to create, design and build projects using LEGO® products with motors, and/or advanced gaming, electronic or robotic projects using computers, circuits and LEGO® products. The activities are onsite at schools, community centers or other approved venues. The total investment necessary to begin operation of a TechKnowHow® franchise is \$34,950 to \$69,600. This includes \$27,750 to \$38,600 that must be paid to the franchisor or affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read the 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 any 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:

Bob Mancini, President  
TKH Franchising, Inc.  
553 Pilgrim Drive Suite D  
Foster City, California 94404  
(650) 638-0500

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, 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.

**We currently do not engage the services of franchise brokers.**

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

Issuance Date: March 2013

Lego® is a registered trademark of the LEGO Group of Companies, which does not sponsor, authorize or endorse this franchise.

## **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 B 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) THIS DISCLOSURE DOCUMENT IS PROVIDED FOR YOUR PROTECTION AND CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE TERMS OF YOUR CONTRACT WILL GOVERN YOUR FRANCHISE RELATIONSHIP. DON'T RELY ON THE DISCLOSURE DOCUMENT ALONE TO UNDERSTAND YOUR CONTRACT. READ YOUR ENTIRE CONTRACT CAREFULLY. SHOW YOUR CONTRACT AND THIS DISCLOSURE DOCUMENT TO AN ADVISOR, LIKE A LAWYER OR AN ACCOUNTANT.
- 2) 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.**
- 3) IF THIS DISCLOSURE DOCUMENT IS NOT DELIVERED ON TIME, OR IF IT CONTAINS A FALSE, INCOMPLETE, INACCURATE OR MISLEADING STATEMENT, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON, DC 20580. YOU CAN ALSO VISIT THE FTC'S HOME PAGE AT [WWW.FTC.GOV](http://WWW.FTC.GOV) FOR ADDITIONAL INFORMATION.
- 4) THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATES SHOWN BELOW. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE STATE REGULATORY AGENCY NOR A FINDING BY IT THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

- 5) THIS DISCLOSURE DOCUMENT AND ALL CONTRACTS AND AGREEMENTS SHOULD BE READ CAREFULLY IN THEIR ENTIRETY FOR AN UNDERSTANDING FOR ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.
- 6) A FEDERAL TRADE COMMISSION RULE MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE WITHOUT FIRST PROVIDING THIS DISCLOSURE DOCUMENT TO THE PROSPECTIVE FRANCHISEE OR RELATED AGREEMENT, FOR FOURTEEN (14) CALENDAR DAYS BEFORE ANY PAYMENT. YOUR STATE'S FRANCHISE LAW MAY REQUIRE THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.
- 7) THE FRANCHISOR RECENTLY BEGAN OFFERING FRANCHISES AND HAS NO HISTORY OF FRANCHISE OPERATIONS. YOU MAY WANT TO CONSIDER THIS IN DECIDING WHETHER TO PURCHASE A FRANCHISE.
- 8) THE FRANCHISE AGREEMENT PERMITS THE FRANCHISEE TO ARBITRATE ONLY IN CALIFORNIA. FOR A FRANCHISEE LOCATED OUTSIDE CALIFORNIA, OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO ARBITRATE WITH TKH FRANCHISING, INC. IN CALIFORNIA THAN IN YOUR HOME STATE.
- 9) THE FRANCHISE AGREEMENT STATES THAT CALIFORNIA LAW GOVERNS THE AGREEMENT, AND FOR A FRANCHISEE LOCATED OUTSIDE CALIFORNIA, THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LAWS IN YOUR STATE. YOU MAY WANT TO COMPARE THESE LAWS.
- 10) THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date for California: \_\_\_\_\_, 2013

Issuance Date for Non Registration States: March \_\_\_\_, 2013

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