



FRANCHISE DISCLOSURE DOCUMENT

The Tutoring Center Franchise Corp.

a California corporation
4300 Long Beach Boulevard, Suite 510
Long Beach, California 90807
Telephone: (562) 984-0830
www.tutoringcenter.com

The Tutoring Center Franchise Corp. grants franchises to operate a learning center specializing in after-school tutoring services in reading, math, writing, pre-algebra, algebra 1 and 2, geometry, test preparation and study skills for school age children.

The total investment necessary to begin operation of a Tutoring Center franchised business is \$92,500 to \$139,200. This includes \$40,000 that must be paid to the franchisor and/or its affiliate, as appropriate.

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 the 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 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 for you. To discuss the availability of disclosures in different formats, contact Dr. Edward Thalheimer at 4300 Long Beach Boulevard, Suite 510, Long Beach, California 90807 and (562) 984-0830.

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

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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 F 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. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LEGAL PROCEEDINGS ONLY IN FEDERAL OR STATE COURTS LOCATED IN LOS ANGELES COUNTY, CALIFORNIA. OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN CALIFORNIA THAN IN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT SAYS CALIFORNIA LAW GOVERNS THE AGREEMENT. THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS TO YOU AS YOUR LOCAL LAW. YOU MAY WANT TO COMPARE YOUR LOCAL LAWS TO CALIFORNIA LAW.

3. IF YOU ARE IN DEFAULT UNDER THE FRANCHISE AGREEMENT, YOU MAY LOSE YOUR EXCLUSIVE TERRITORY.

4. THE FRANCHISOR MAY, IF IT CHOOSES, TERMINATE THE FRANCHISE AGREEMENT IF YOU FAIL TO OBTAIN A BINDING LEASE AGREEMENT FOR THE PREMISES OF YOUR CENTER WITHIN 12 MONTHS OF SIGNING THE FRANCHISE AGREEMENT.

5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

The Effective Date of this Disclosure Document in various states is noted on the following page.

STATE	EFFECTIVE DATE
California	[renewal pending]
Hawaii	[renewal pending]
Illinois	[renewal pending]
Indiana	[renewal pending]
Maryland	[renewal pending]
Minnesota	[renewal pending]
New York	[renewal pending]
North Dakota	Not Registered
Rhode Island	Not Registered
South Dakota	Not Registered
Virginia	[renewal pending]
Washington	[renewal pending]
Wisconsin	[renewal pending]

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