

EXHIBIT S TO THE OFFERING CIRCULAR
MINIMUM INSURANCE REQUIREMENTS





HUNTINGTON LEARNING CENTERS, INC.
MINIMUM INSURANCE REQUIREMENTS

The minimum insurance as of March 20, 2004 required for franchised Huntington Learning Centers is:

Item/Insurance Coverage	Coverage Amount
Property Limit (Includes Glass)	\$65,000
Business Interruption	\$250,000
Property Deductible	\$500
Earthquake	\$65,000
Accounts Receivables	\$25,000
Valuable Records	\$25,000
Money & Securities Inside/Outside	\$10,000
Employee Dishonesty	\$10,000
Backup of Sewer or Drains	\$10,000
General Liability/Educations Legal Liability per Occurrence	\$1,000,000
General Liability/Educators Legal Liability Aggregate	\$2,000,000
Products Liability Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Abuse and Molestation	\$500,000
Fire Legal/Liability	\$100,000
Medical Payments	\$5,000
Hired & None-Owned Auto Liability	\$1,000,000

In addition to all other requirements in the franchise agreement, each policy must name Huntington Learning Centers, Inc. as an additional insured; must provide that the policy cannot be canceled without 30 days prior written notice to Huntington Learning Centers, Inc.; and must insure your contractual liability under the Franchise Agreement.

As required in the franchise agreement, the franchise is solely responsible to secure, prior to commencement of any operations of the Franchised Center, and to maintain, in full force and effect at the franchisee's expense, an insurance policy or policies insuring the franchisee, the Franchisor, and the franchisee's and the Franchisor's respective present and past officers, directors, partners, agents, and employees against any demand or claim with respect to personal injury, death, or property damage, or any loss, liability, or expense arising or occurring upon, or in connection with, the Franchised Center. The franchisee must maintain the minimum insurance described above. The Franchisor has the right to modify, add to, or delete from, these insurance requirements from time-to-time in writing. The Franchisor does not represent that this insurance will insure the franchisee against any insurable risk.



