

**INFORMATION FOR PROSPECTIVE FRANCHISEES
REQUIRED BY THE FEDERAL TRADE COMMISSION**

RECEIVED

MAR 30 2006

Department of Corporations
Los Angeles

TEAMLOGIC IT®

THE DATE OF ISSUANCE OF THIS OFFERING CIRCULAR IS _____, 2006.

TO PROTECT YOU, WE'VE REQUIRED YOUR FRANCHISOR TO GIVE YOU THIS INFORMATION. WE HAVEN'T CHECKED IT, AND DON'T KNOW IF IT'S CORRECT. IT SHOULD HELP YOU MAKE UP YOUR MIND. STUDY CAREFULLY. WHILE IT INCLUDES SOME INFORMATION ABOUT YOUR CONTRACT, DO NOT RELY ON IT ALONE TO UNDERSTAND YOUR CONTRACT. READ YOUR ENTIRE CONTRACT CAREFULLY. BUYING A FRANCHISE IS A COMPLICATED INVESTMENT. TAKE YOUR TIME TO DECIDE. IF POSSIBLE, SHOW YOUR CONTRACT AND THIS INFORMATION TO AN ADVISOR, LIKE A LAWYER OR AN ACCOUNTANT. IF YOU FIND ANYTHING YOU THINK MAY BE WRONG OR ANYTHING IMPORTANT THAT HAS BEEN LEFT OUT, YOU SHOULD LET US KNOW ABOUT IT. IT MAY BE AGAINST THE LAW.

THERE MAY ALSO BE LAWS ON FRANCHISING IN YOUR STATE. ASK YOUR STATE AGENCIES ABOUT THEM.

**FEDERAL TRADE COMMISSION
WASHINGTON, D.C. 20580**

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FRANCHISE OFFERING CIRCULAR

TeamLogic, Inc.
26722 Plaza Drive
Mission Viejo, California 92691
(949) 582-6300

A TeamLogic IT[®] franchise is an information technology business providing computer consultation, maintenance and repair services targeted to small business and high-end residential customers. The initial franchise fee is \$25,000 for a new franchise, \$15,000 for multiple franchises and \$12,500 for a conversion franchise. The estimated total initial investment required ranges from \$58,425 to \$121,100.

Risk Factors;

1. THE FRANCHISE AGREEMENT PERMITS THE FRANCHISEE TO ARBITRATE/LITIGATE WITH THE FRANCHISOR ONLY IN THE STATE OF CALIFORNIA. *OUT OF STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO ARBITRATE OR LITIGATE WITH THE FRANCHISOR IN CALIFORNIA THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT STATES THAT CALIFORNIA LAW* GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. THE FRANCHISOR IS A START-UP COMPANY THAT HAS BEEN OFFERING FRANCHISES FOR A SHORT PERIOD OF TIME; THEREFORE, THERE IS ONLY A BRIEF OPERATING HISTORY TO ASSIST YOU IN JUDGING WHETHER OR NOT TO MAKE THE INVESTMENT.
4. FRANCHISEE'S SPOUSE MUST SIGN A PERSONAL GUARANTY MAKING SUCH SPOUSE JOINTLY AND SEVERALLY LIABLE FOR ALL OBLIGATIONS OF THE FRANCHISE WHETHER OR NOT SUCH SPOUSE IS INVOLVED IN THE OPERATION OF THE FRANCHISE BUSINESS. THIS REQUIREMENT PLACES THE PERSONAL ASSETS OF THE FRANCHISE OWNER AND THEIR SPOUSE AT RISK.
5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Information about other franchisors is available for your comparison. Call the state administrators listed in Exhibit "H" or your public library for sources of information.

Registration of this franchise by a state does not mean that the state recommends it or has verified the information in this offering circular. If you learn that anything in the offering circular is untrue, contact the Federal Trade Commission and your state authority listed in Exhibit "H".

Effective Date: _____, 2006.

*See Addendum to Offering Circular and Franchise Agreement for laws in your state, which may override this and other provisions of this Offering Circular and the Franchise Agreement.