

RECEIVED
DEPT OF CORPORATIONS
SAN FRANCISCO

FRANCHISE OFFERING CIRCULAR
(Business Adviser)

'05 JUL 15 A11:09



BUSINESS ADVISERS, INCORPORATED
3960 Howard Hughes Parkway
Suite 500
Las Vegas, Nevada 89109

Telephone: (702) 892-0055

INFORMATION FOR PROSPECTIVE FRANCHISEES
REQUIRED BY THE FEDERAL TRADE COMMISSION

BUSINESS ADVISERS, INCORPORATED
(A Nevada Corporation)
3960 Howard Hughes Parkway
Suite 500
Las Vegas, Nevada 89109
Telephone: (702) 892-0055

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 IT CAREFULLY. WHILE IT INCLUDES SOME INFORMATION ABOUT YOUR CONTRACT, DON'T RELY ON IT ALONE TO UNDERSTAND YOUR CONTRACT. READ ALL OF YOUR CONTRACT CAREFULLY. BUYING A FRANCHISE IS A COMPLICATED INVESTMENT. TAKE YOUR TIME TO DECIDE. IF POSSIBLE, SHOW YOUR CONTRACT AND THIS INFORMATION TO AN ADVISER, LIKE A LAWYER OR AN ACCOUNTANT.

IF YOU FIND ANYTHING YOU THINK MAY BE WRONG OR ANYTHING IMPORTANT THAT'S 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

The date of issuance of this Disclosure Statement is _____.



FRANCHISE OFFERING CIRCULAR

Business Advisers, Incorporated a Nevada Corporation
3960 Howard Hughes Parkway
Suite 500
Las Vegas, Nevada 89109
(702) 892-0055

Business Advisers, Incorporated offers franchises for the establishment, development, and operation of a consulting practice that offers business support services in advertising, sales, marketing, customer service, leadership, team building, business planning, management, and organizational development, on a temporary Basis. You are granted the right to use the name Business Adviser and use the Business Advisers, Incorporated System as a Business Adviser.

The initial franchise fee is \$75,000. The estimated initial investment required ranges from \$80,000 - \$90,500.

RISK FACTORS:

1. THE FRANCHISE AGREEMENT PERMITS THE FRANCHISEE TO ARBITRATE WITH BUSINESS ADVISERS, INCORPORATED. ONLY IN LAS VEGAS, NEVADA. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO ARBITRATE WITH BUSINESS ADVISERS, INCORPORATED. IN LAS VEGAS, NEVADA THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT STATES THAT NEVADA 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. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Information comparing franchisors is available. Call the state administrators listed in Exhibit A 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 anything in the Offering Circular is untrue, contact the Federal Trade Commission and the applicable agency listed in Exhibit A.

Effective Date: _____

TABLE OF CONTENTS

<u>ITEM</u>		<u>PAGE</u>
1	The Franchisor, It's Predecessors And Affiliates	1
2	Business Experience	2
3	Litigation	3
4	Bankruptcy	3
5	Initial Franchise Fee	3
6	Other Fees	4
7	Initial Investment	6
8	Restrictions On Sources Of Products And Services	6
9	Franchisee's Obligations	10
10	Financing	11
11	Franchisor's Obligations	12
12	Territory	14
13	Trademarks	14
14	Patents, Copyrights and Proprietary Information	16
15	Obligation To Participate In The Actual Operation Of The Franchise Business	17
16	Restrictions On What The Franchisee May Sell	17
17	Renewal, Termination, Transfer And Dispute Resolution	18
18	Public Figures	20
19	Earnings Claims	20
20	List Of Outlets	21
21	Financial Statements	22
22	Contracts	22
23	Receipt	22

EXHIBITS

- A State Administrators
- B Agent for Service of Process
- C Financial Statements
- D Franchise Agreement
- E Receipt

ITEM 1
The Franchisor, It's Predecessors And Affiliates

For ease in comprehension of this Offering Circular ("Circular"), the following definitions will apply:

"We" or "Our" or "Us" or "BAI" refers to the franchisor – Business Advisers, Incorporated

"You" refers to the franchisee - the person purchasing the franchise.

BAI is a Nevada corporation that was incorporated on September 26, 2002. BAI does business as a subsidiary of Total Success International, Inc., a Nevada corporation that was incorporated on January 2, 2002. Our principal business address is 3960 Howard Hughes Parkway, Suite 500, Las Vegas, Nevada 89109.

BAI's agent for service of process is disclosed in Exhibit B.

BAI currently operates one office, which oversees the sale of franchises, plans and implements training sessions, and acts as the contact point for all franchisees.

BAI developed the system to be franchised ("System") as described in the attached Franchise Agreement. You operate within a specific territory (the "Territory"). We licensed you to use the System with our service marks, trademarks, logos, and other confidential information. It is essential to the franchised business (the "Business") that you develop new customers as well as service those existing or potential customers that we refer to or develop for you. The System permits an individual (the "Business Consultant") to develop a consulting practice that offers temporary business support services of one year or more to businesses in the following areas: advertising, sales, marketing, customer service, leadership, team building, business planning, management, and organizational development. BAI may also offer you a Master Franchise Agreement, which grants you the right to operate as a Business Consultant, under the System, as well as to participate in the recruitment and advisement of other franchisees in a given Territory, as described in Attachment A of the Franchise Agreement. Both the single unit franchisees and the master franchisees must comply with certain minimum gross revenue requirements, as discussed further in Item 12 of this Circular.

You will compete with other business and individuals who providing consulting services to the business sector, including accounting firms, and/or other business coaching companies.

Notwithstanding the territorial exclusivity granted herein, BAI reserves the right to manage and service company-owned client contracts, offer, grant, and support other Franchised Business, offer and sell Consulting services, under the Marks, through any mail order catalogs, infomercials, Internet websites, direct sales, or any other channel of distribution, both within the Designated Territory and elsewhere. BAI makes no representation or warranty to the Franchisee that there will be any right to participate in these business activities, whether as a franchisee or otherwise.

BAI has no other business activities. There is no predecessor entity to BAI that has offered franchises. BAI currently has no affiliates that are selling franchises or that will provide products or services to you. BAI has not offered franchises in any other line of business.

BAI is currently under negotiations for merger or acquisition with Franchise Advantage, LLC a Delaware company.

In addition to the laws that apply to all business in general, you are required to comply with all local, state, and federal laws applicable to the operation of your Consulting Business.

The franchise terms and conditions described herein are those initially offered to every prospective franchisee. The actual terms and conditions negotiated with a particular franchisee may vary considerably in certain respects from those set forth herein.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

ITEM 2
Business Experience

The following persons are the directors, principal officers and other executives who have management responsibility and who have actively participated in the development and operation of BAI. The principal occupation, title and business experience of each person during the last five years, including the names and locations of their former employers, is indicated below:

CEO: Tim Yanchisin

Mr. Yanchisin, CEO and co-founder of BAI, and has been with the company since its inception in September of 2002. Prior to this, he was the President of North American division for Action International, Inc., an international business coaching franchise, from May of 2000 to August of 2002. From May 1999 thru March 2000 he was General Manager of Trader Publishing in Las Vegas. Prior to this, from 1995 until April 1999, Mr. Yanchisin was Vice President of International Franchise Center.

President: Mark Tollison, J.D., M.B.A.

Mr. Tollison, the President and co-founder of BAI, has been with the company from its inception in September of 2002. Prior to this, he was Business Development Manager of North America for Action International, Inc., an international business coaching franchise, from September of 2000 to August of 2002. Before joining Action International, Inc., he served in various capacities with international title insurance and financial services companies such as Old Republic International Corporation, First American Corporation, and Land America Financial Group, Inc., as Senior Vice-President of Operations, Vice-President of Sales and Marketing, Senior Sales Manager, and Senior Agency Relations. Mark possesses extensive experience in operational management, sales management and training, and sales and marketing on a regional, national, and international level. Mark holds a B.A. from Old Dominion University, a J.D. from Mercer University, and a M.B.A. from Webster University.

ITEM 3
Litigation

PINNACLE CONSULTING PARTNERS LLC

V

BAI, TOLLISON AND YANCHISIN

Pinnacle Consulting Partners, LLC v. Business Advisers, Inc., Mark E. Tollison and Timon D. Yanchisin (Case Number 2005CV-101795). On June 2, 2005, a summons was served on the above-named defendants alleging violations of the Georgia Business Opportunities Act, OCGA Sections 10-1-410, et. seq. and for fraud and attorneys' fees, breach of contract, conversion, unjust enrichment and money had and received. The defendants deny all of these allegations intend vigorously to defend themselves against these allegations.

No BAI franchise broker is subject to any currently effective order of any national securities association or national securities exchange suspending or expelling such persons from membership in such association or exchange.

ITEM 4
Bankruptcy

No person previously identified in Items 1 or 2 of this Offering Circular has been involved as a debtor in proceedings under the U.S. Bankruptcy Code required to be disclosed in this Item.

ITEM 5
Initial Franchise Fee

The Initial Franchise Fee for a single unit is \$75,000, payable in full to BAI upon the execution of your BAI Franchise Agreement, an example of which is annexed hereto as Attachment D. BAI will fully earn the initial Franchise Fee upon execution of the Franchise Agreement. The Initial Franchise Fee will be non-refundable. The Franchise Agreement is incorporated herein by reference and all capitalized terms used herein will have the meanings assigned to them in the Franchise Agreement, unless otherwise defined in this Offering Circular.

The Initial Franchise Fee is uniform as to all persons currently purchasing a BAI franchise.

As part of the Initial Franchise Fee, BAI will provide, at no extra charge to you, approximately fourteen (14) days of training ("Initial Training"), as well as training materials, and a laptop computer with all the software you will need to open and operate your Consulting Business. You are responsible for travel to and from the training location, which is currently located in Las Vegas, Nevada. BAI may, at its sole discretion, designate another training location. BAI will provide one night of lodging per night day of training, and will also provide breakfast and lunch on training days, at the training site on training days.

You may locate your office anywhere within your Territory, including in your residence, as long as the required business tools and equipment, such as additional telephone lines, facsimile machine, and photocopier, are available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ITEM 6
Other Fees

There are other fees ("Other Fees") and charges that will be imposed when you purchase a Consulting Business. The Other Fees are uniform to all persons that purchase a Business Consulting franchise. Except as otherwise provided in this Offering Circular, the Other Fees are non-refundable, and they are not collected on behalf, nor paid to any third part. In the event that there is not specified payment date, such payment must be made no later than five (5) days after receipt of the invoice from BAI.

The following is a detailed description of other recurring and isolated fees or payments that you are or may be required to pay to BAI, or that BAI imposes or collects from you on behalf of third parties.

Name of Fee	Amount	Due Date	Remarks
Royalty ¹	Month 1 - \$500 Month 2 - \$500 Month 3 - \$750 Month 4 - \$1000 Month 5 and thereafter - 20% of annual gross revenues or \$1000 per month, whichever is greater	Payable monthly on the 6 th day of the month; if the 6 th of the month following completion of training falls within 7 days of training completion, payment will be due on the next month's 6 th day	Gross revenue includes all revenue derived from providing consulting services. Begins first month after training ends.
Transfer Fee ¹	\$2500	Prior to consummation of transfer	Payable when you sell your franchise. No charge if franchise transferred to a corporation that you control.
Renewal Fee ¹	\$2500	30 days before renewal	
Annual Convention Attendance	\$0-\$3000	As incurred	Attendance required at least once every two years; expenses include travel, lodging, meals, etc.
Hardware and	\$50-\$4500	As incurred	You must pay for

¹ All fees are imposed by and are payable to BAI. All fees are non-refundable.

Software Upgrades			any upgrades in software or hardware
Late Payment Fee	5% of the amount due	As incurred	Any payment owing 10 days after due date
Insufficient Funds Fee	\$30	As incurred	Anytime a check does not clear your account or an electronic funds transfer is denied
Additional Operating Assistance	\$250-\$2500	5 days prior to commencing additional training/assistance	\$250 per day fee, plus travel and living expenses of trainee
Audit	\$500-\$7500	As incurred	Only if audit incurred by your failure to comply with Franchise Agreement
Attorneys' Fees	\$500-\$100,000	As incurred	Only if litigation arises from your default under the Franchise Agreement
Trademark Infringement Fees	\$1,000-\$150,000	As incurred	If you fail to cease using the Marks after termination of the Franchise Agreement

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ITEM 7
Initial Investment

Expense	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee	\$75,000	Lump Sum	At Signing of Franchise Agreement	Business Advisers, Incorporated
Travel and Living Expenses While Training ²	\$500-\$10,000, estimated	As Incurred	During Training	Airlines, Hotels, & Restaurants
Office Set-Up ³	\$0 - \$1000	As Incurred	At Time of Purchase	Office supply stores, UPS, Federal Express
Insurance	\$500-\$4500	As incurred	At Time of Purchase	General Liability Insurance Company
Total	\$80,000 - \$90,500			

ITEM 8
Restrictions On Sources Of Products And Services

As a BAI franchisee, you are limited to providing coaching services to business in select fields, including, but not limited to, advertising, sales, marketing, customer service, leadership, team building, business planning, management, and organizational development, on a temporary Basis.

We will design and develop the computer-generated reports and other printed forms we require to be used in the Franchised Business and provide you with an initial supply upon commencing Initial Training. You may only purchase additional quantities from approved vendors or suppliers. You will also be required to use the computer and software we will provide to you on the first day of your Initial Training.

² BAI will provide one night's hotel stay for each day of training. BAI will also provide breakfast and lunch on training days.

³ Although the leasing of office space is not required, some office equipment will be, such as a telephone with dedicated line, fax machine, Internet access, and UPS/Fed-Ex account set up and materials. The price at which these are obtained, if you do not already own them, is variable. BAI will provide the first set of letterhead and business cards.

Purchases from BAI or its Designees

To help retain the uniformity and high standards necessary to enhance and maintain the goodwill of the System, BAI requires that you purchase certain proprietary items, such as business cards, letterhead, or envelopes, or any other item bearing the Marks, only from designated vendors or suppliers.

Insurance

You must obtain and maintain insurance, at your expense, as BAI requires, in addition to any other insurance that is required by applicable law, if any. The policies must be written by an insurance company reasonably satisfactory to BAI, with a Best rating of "A" or better and include the risks of coverage and deductibles as stated in the Manual Site and in Article 15 of the Franchise Agreement. The policies required by BAI must list BAI as a beneficiary of such policies.

BAI may periodically adjust the amounts of coverage required under the insurance policies, and require different or additional kinds of insurance at any time, including excess liability insurance, to reflect inflation, identification of new risks, changes in law or standards in liability, higher damage awards, or other relevant changes in circumstances, provided that all the changes made are applicable throughout the System.

You must furnish a certificate of insurance issued by an approved insurance company showing compliance with BAI's insurance requirements and a paid receipt showing the certificate number to BAI no later than five business days after receipt. The certificate of insurance must include a statement by the insurer that the policy or policies will not be canceled, will be renewed, and that the policies will not be materially altered unless thirty-day written notice is given to BAI. Copies of all insurance policies with proof of payment must be submitted promptly upon BAI's request. You must send to BAI current certificates of insurance and copies of all insurance policies on an annual basis. The insurance policies must provide for a waiver of subrogation.

Advertising

You may develop advertising materials for your own use, at your own cost. BAI must approve the advertising materials in advance and in writing.

All promotional materials that you will be using for Advertising must be approved by BAI. All materials containing the Marks must comply with the specifications stated in the Manual and in accordance with Article 4 of the Franchise Agreement. If you do not receive the written disapproval or any materials submitted with ten days from the date BAI received the materials, the materials are considered to be approved. BAI may require that you withdraw and/or discontinue the use of any promotional materials or advertising, even if previously approved, if in BAI's judgment the materials or advertising may injure or be harmful to the System. BAI must make this requirement in writing, and you have five days

after receipt of such notice to withdraw and discontinue the use of such materials or advertising, unless otherwise agreed in writing.

Approved Supplies and Suppliers

You are required to purchase supplies, inventory, advertising materials, or other products or services used for the operation of your Consulting Business only from authorized manufacturers and other suppliers who demonstrate, to BAI's continuing satisfaction, the ability to meet BAI's standards and specifications for the items, possess adequate quality controls and capacity to supply your needs promptly and reliably, and have been approved in writing by BAI. BAI may approve a single supplier for any item, and may approve a supplier only as to certain items. In approving suppliers, BAI takes into consideration the price and quality of the products or services, and the reliability of the supplier in getting the products or services to you in a timely manner. BAI may concentrate purchases with one or more suppliers to obtain the lowest price, or any other benefit BAI deems, in its sole discretion, may benefit the Marks. If BAI later disapproves a supplier, BAI will notify you in writing of its disapproval. You must cease purchasing from that supplier within a reasonable time after your receipt of BAI's notice of disapproval.

Approval of New Suppliers

If you propose to purchase any suppliers, inventory, advertising material, or other products or services from an unapproved supplier, you must obtain BAI's prior written approval. As a condition of its approval, BAI has the right to require that samples from the supplier be delivered to BAI. BAI reserves the right, at its option, to reinspect the products or any approved suppliers, and to revoke the previously granted approval upon the supplier's failure to continue to meet BAI's standards and specifications. BAI's criterion for supplier approval is available to you. BAI will notify you in writing of the approval or disapproval of the supplier.

BAI reserves the right to change the content of the Manual Site. You agree to comply with each new or changed provision in the Manual Site beginning on the sixtieth (60th) day (or any later date that BAI specifies) after you have received written notice from BAI. Revisions to the Manual site are Based on what BAI, in its sole discretion, deems to be in the best interest of the System, including the enhancement of quality and goodwill, increased efficiency, decreasing administrative burdens, or improve BAI's and its Franchisee's profitability. You must agree that because complete and detailed uniformity under many varying conditions may not be possible or practical, BAI reserves the right, in its sole discretion and as it deems to be in the best interests of all concerned in any specific instance, to vary standards for any franchisee BAI'd upon the peculiarities of the particular Territory, density of population, business potential, existing business practice, or any condition BAI deems to be of importance to the successful operation of your Franchised Business. You are not entitled to request BAI to grant to you a similar variation under your Franchise Agreement.

BAI will not derive revenue from your purchases of additional inventory of printed materials, including letterhead, business cards, or envelopes.

ITEM 9
Franchisee's Obligations

THIS TABLE LISTS YOUR PRINCIPAL OBLIGATIONS UNDER THE FRANCHISE AND OTHER AGREEMENTS. IT WILL HELP YOU FIND MORE DETAILED INFORMATION ABOUT YOUR OBLIGATIONS IN THESE AGREEMENTS AND IN OTHER ITEMS OF THIS OFFERING CIRCULAR.

Obligation	Section in Agreement	Item in Offering Circular
a. Site selection and acquisition/lease	None	None
b. Pre-opening purchases/leases	Article 10	Item 7
c. Site development and other pre-opening requirements	Article 10	Item 7, footnote 3
d. Initial and ongoing training	Article 9	Item 11
e. Opening	None	None
f. Fees	Articles 5 and 6	Items 5 and 6
g. Compliance with standards and policies/Operating Manual	Article 10	Item 11
h. Trademarks and proprietary information	Article 11	Item 13
i. Restrictions on products/services offered	Articles 10, 11, and 12	Item 8
j. Warranty and customer service requirements	None	None
k. Territorial development and sales quotas	Article 10	Item 15
l. Ongoing products/services purchases	None	None
m. Maintenance,	None	None

appearance and remodeling requirements		
n. Insurance	Article 15	Item 6 and 8
o. Advertising	Article 7	Item 11
p. Indemnification	Article 20	None
q. Owner's participation/ management staffing	Article 10	Item 11 and 15
r. Records/reports	Article 13	Item 6
s. Inspections/Audits	Article 14	Items 6 and 11
t. Transfer	Article 16	Item 17
u. Renewal	Article 2	Item 17
v. Post-termination obligations	Article 16	Item 17
w. Non-competition covenants	Article 19	Item 17
x. Dispute resolution	Articles 20	Item 17

ITEM 10
Financing

BAI does not currently offer direct or indirect financing. BAI does not guarantee your note, lease, or obligation. We are unable to estimate whether you will be able to obtain financing for all of part of your investment, and if you are able to obtain financing, we cannot predict or guarantee the terms of that financing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ITEM 11
Franchisor's Obligations

Except as disclosed below, BAI need not provide any assistance to you.

Before you open your business, BAI will:

1. Designate your exclusive territory.
2. Provide you with a laptop or notebook computer, including all necessary software, a briefcase, and a pen.
3. Provide you with one set of 50 business cards and letterhead.
4. Within 45 days of signing the Franchise Agreement, train you as follows:

Subject	Time Begun	Instructional Material	Hours of Classroom Training	Hours of On the Job Training
Your New Business	8:30 am – 8:30 pm	Power Points, Manuals	10 hours	None
Leadership & Emotional Intelligence	8:30 am – 8:30 pm	Power Points, Manuals	10 hours	None
Consulting, Coaching, & Mentoring	8:30 am – 8:30 pm	Power Points, Manuals	10 hours	None
Financial Analysis	8:30 am – 8:30 pm	Power Points, Manuals	10 Hours	None
Business & Strategic Planning	8:30 am – 8:30 pm,	Power Points, Manuals	20 Hours	None
Effective Management, Supervisory Skills & Conflict Resolution	8:30 am – 8:30 pm 8:30 am – 8:30 pm	Power Points, Manuals	20 Hours	None
Personnel Assessment, HR Issues & Policy	8:30 am – 8:30 pm	Power Points, Manuals	10 Hours	None
Team Building & Training	8:30 am - 8:30 pm	Power Points, Manuals	10 Hours	None
Sales, Marketing &	8:30 am – 8:30 pm,	Power Points, Manuals	20 Hours	None

Presentation Skills	8:30 am – 8:30 pm			
Customer Service	8:30 am – 8:30 pm	Power Points, Manuals	10 Hours	None
Project Management	8:30 am – 8:30 pm	Power Points, Manuals	10 Hours	None
Consulting	8:30 am – 8:30 pm	Manuals	10 Hours	None

BAI does not charge for this training, but you must pay any travel and living expenses incurred, except for the following: one night's hotel stay for each day of training; breakfast and lunch at the training site for each day of training, for which BAI will pay. All training occurs in Las Vegas, Nevada.

During the operation of the franchised business, BAI will:

1. Provide you with ongoing training as BAI deems required.
2. Maintain a website with company information accessible only to Business Advisers, Incorporated through an intranet.
3. Maintain a website for public access and viewing.
4. Provide advertising through internet sites.
5. Provide you access, via the company's intranet, to the Operations Manual, which contains mandatory and suggested procedures and standards, as well as general information on the System. The manual and the information contained on the website are confidential and remains our property. BAI retains the right to modify or update this manual as it deems fit to maintain the integrity of the System or to keep up with competition. You will be responsible for compliance with all changes in policies or procedures.

BAI provides advertising materials and letterhead to you at no additional charge. Materials provided include brochures, letterhead, and business cards. You will receive fifty (50) at no charge. If you want additional copies, you must pay duplication costs. Other items such as videos, tapes, CDs, mats, posters, Banners, flyers, or other miscellaneous point-of-sale items may be provided in the future at BAI's sole discretion.

You select a business site, if any, within your exclusive area, subject to our approval. BAI permits Business Advisers to operate the franchise from their homes. No office space is required.

Franchisees typically begin operation 45 to 75 days after they sign a franchise agreement. The factors that affect this time are availability of training and placement under a Regional Manager or Area Developer.

ITEM 12
Territory

You will receive a geographic territory ("Territory") agreed upon by BAI and you that is identified on the map attached to the Franchise Agreement as an Exhibit. Territory is currently defined by the number of businesses in a given location, as quantified by the United States Census Bureau.

You shall be given the non-exclusive license to use our System and Marks in your Territory. You will not be permitted to operate your Consulting Business from a temporary or permanent site outside the Territory, unless you receive prior written approval from BAI. Furthermore, you may advertise outside of your Territory, unless you submit and receive prior written approval from BAI. However, if you are in full compliance with your Franchise Agreement and any Collateral Agreements, and you receive an inquiry from a potential customer who is located outside of your Territory, but who is not located in another Business Consultant's Territory, you may act as a Business Consultant to that customer, pending BAI's prior written approval. You must then provide us with all information we request regarding the customers that you service outside your Territory.

Your right to be free of competition from us or other Business Consultants in your Territory is dependent on your achieving and maintaining a minimum Gross Revenue. The minimum Gross Revenue you must achieve is described in Attachment II to the Franchise Agreement. If you fail to realize the minimum Gross Revenue, we have the right to: a) terminate this Agreement; or b) franchise an additional Consulting Business to operate under the Marks in the Territory for the Balance of the term of your Franchise Agreement, and any extension of this Agreement entered prior to your failure to meet the Gross Revenue.

ITEM 13
Trademarks

Articles 2 and 11 of the Franchise Agreement grants to you the right to use the Marks of BAI, and you must use such proprietary property only in the manner authorized by BAI for the operation of your Consulting Business.

BAI is currently pursuing trademarks of the name "Business Advisers, Incorporated" as well as the accompanying logo. Trademarks shall be licensed to you, subject to the limitations imposed by the Franchise Agreement, upon approval from the U.S. Trademark and Patent Office.

There is not any currently pending material litigation, pending infringement, opposition, or cancellation proceedings involving the Marks.

There is not any currently effective material determination of the Patent and Trademark Office, Trademark Trial and Appeal Board, the Trademark Administrator of any state or any court in connection with BAI's Marks.

There is not any agreement currently in effect that significantly limits BAI's rights to use or license the use to franchisees of the Marks in any manner material to you.

You must operate only as "Business Adviser" the words standing alone, or such other Marks as we may prescribe from time to time in the Manual Site. You may not add any words before or after the Marks or use the Marks with words that reflect your name, your company name, your geographic location, or any other information. You may not use the Marks as part of any Internet domain name or maintain any other website utilizing the Marks. You shall operate under, and prominently display, the names and Marks in the operation of your Franchised Business, as we may prescribe from time to time. You shall use no commercial trade name, service mark, or other commercial symbol, including associated logos, which do not satisfy our established criteria. In the event we deem it advisable, you shall file for and maintain a "certificate of trade name" in the country or other appropriate jurisdiction in which your Territory is located.

Your rights to use the Marks are derived solely from your Franchise Agreement and are limited to the operation of your Consulting Business under your Franchise Agreement and all applicable standards, specifications, and operating procedures BAI requires during the term of this Franchise Agreement. Any unauthorized use of the Marks or the Manual Site is a breach of your Franchise Agreement and an infringement of BAI's rights in and to the Marks. Your use of the Marks, System and Manual Site and any goodwill established by your use inures to BAI's exclusive benefit. The Franchise Agreement does not confer any goodwill or other interest in the Marks or System to you, other than the right to operate your Consulting Business in compliance with the Franchise Agreement. All provisions of the Franchise Agreement applicable to the Marks and System will apply to any other trademarks, service marks, commercial symbols, designs artwork, and logos that BAI adopts, uses, authorizes, and sublicenses to you to use during the Term.

From time to time, we may elect to discontinue the use of certain names and marks and to commence the use of new names and marks. You shall pay all expenses incurred in connection with discontinuing the use of existing names and marks on or within your Franchised Business, and commencing the use of new names and marks therein.

You must notify us immediately if you become aware of any infringement of, or challenge to, our rights to the Marks. You will communicate on this subject only with us and/or our attorneys. We have the sole right to take any action we deem appropriate, and we have the exclusive right to control any litigation or administrative proceeding concerning the Marks. In all events, we shall have sole discretion to take such action as we deem appropriate, including the exclusive control of any litigation or any trademark office or other necessary proceeding arising out of any such infringement, challenge or claim relating to any of the names and Marks, including but not limited to the right to compromise, settle, or

otherwise resolve the claim, and determine whether to appeal a final determination of the claim. You will execute all instruments and documents, render assistance, and do all things that, in our opinion, are necessary and advisable to protect and maintain our interests in the Marks.

ITEM 14

Patents, Copyrights and Proprietary Information

BAI does not own any rights in any patents nor has any patent application material to the Consulting Business, does it hold any copyrights.

However, the Manual Site and other material made available to you contain confidential and proprietary information including BAI's trade secrets. BAI possesses and will develop and acquire certain confidential, proprietary information, and trade secrets consisting of the following categories of information, methods, techniques, procedures, and knowledge that BAI and its Franchisees have developed (the "Confidential Information") including: (i) methods, techniques, tools, specifications, standards, policies, procedures, information, concepts, systems, and knowledge of the experience in BAI's development and operation of the Consulting Business; (ii) marketing and promotional programs for BAI; (iii) knowledge of suppliers and specifications of certain materials or software to be used in Consulting Business; and (iv) knowledge of BAI's customer lists, operating results and financial performance.

BAI will disclose to you all of the Confidential Information as required for the operation of your Consulting Business during the Initial Training, and in the Manual Site, as well as during the guidance and assistance that BAI will furnish to you during the term of this Franchise Agreement. You must disclose the Confidential Information that BAI will provide to you and the information that you learn during the operation of your Consulting Business only to the extent that is reasonable to operate your Consulting Business.

All persons and employees with access to the Manual Site or to any other Confidential Information must first sign BAI's Nondisclosure and Noninterference Agreement. Nothing contained in the Franchise Agreement will be construed to prohibit you from using the Confidential Information in the operation of your Consulting Business under your Franchise Agreement.

ITEM 15

Obligation To Participate In The Actual Operation Of The Franchise Business

You must attend and successfully complete BAI's initial training program and familiarization course to BAI's satisfaction before beginning operation as a Business Adviser. You may be required to periodically attend and successfully complete refresher training programs and seminars.

You will be the sole individual permitted to operate the franchised business, with the assistance of clerical staff only.

You must meet minimum sales quotas in your Territory for each month, beginning after the fifth month, of \$1000 per month.

ITEM 16

Restrictions On What The Franchisee May Sell

You must sell or offer for sale only the products and services that meet BAI's uniform standards of quality and quantity, as BAI expressly approves for sale in the Manual Site or otherwise in writing. BAI has the unlimited right to change at any time and without your consent the products and services that you may sell offer through your Consulting Business.

You are not restricted in the customers to whom you may sell approved products or services or the prices the products are sold or services are rendered provided all sales occur at the premises and are retail sales. You may not solicit business outside your Territory through the use of an 800 number, catalog, direct mail, or other advertising method.

You must keep the Consulting Business open and in normal operation for the minimum hours and days as BAI requires in the Manuals or otherwise in writing, except as may be limited by local law or the landlord's rules and regulations. You must refrain from using or permitting the use of the Premises for any purpose or activity other than the operation of your Consulting Business, unless you obtain BAI's written consent.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ITEM 17
Renewal, Termination, Transfer and Dispute Resolution

This table lists important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this Offering Circular.

Provision	Section in Franchise Agreement	Summary
a. Term of the Franchise	Article 2	Five (5) years.
b. Renewal or extension of the term	Article 2	If you are in good standing, you may renew for another five (5) years.
c. Requirements for you to renew or extend	Article 2	Sign new agreement, pay fee, attend training
d. Termination by you	None	None
e. Termination by BAI without cause	None	None
f. Termination by BAI with cause	Article 16	BAI can terminate only if franchisee defaults
g. "Cause" defined – defaults which can be cured	Article 16	You have 3 days to cure non-payment of fees
h. "Cause" defined – defaults which cannot be cured	Article 16	Non-curable defaults: conviction of felony or crime involving dishonesty; repeated defaults, even if cured; abandonment; trademark misuse; under-reporting sales; and unapproved transfers
i. Your obligations on termination/non-renewal	Article 16	Obligations include complete identification and payments of amounts due (also see r below)
j. Assignment of contract by BAI	Article 17	No restriction on BAI's right to assign
k. "Transfer" by you – definition	Article 17	Includes transfer of contract or assets or ownership change
l. BAI's	Article 17	BAI has the right to approve all transfers but will not unreasonably

		withhold approval
m. Conditions for BAI approval of transfer	Article 17	New franchisee qualifies, transfer fee paid, purchase agreement approved, training arranged, released signed by you and current agreement signed by new franchisee (also see r below)
n. BAI's right of first refusal to acquire your business	None	None
o. BAI's option to purchase your business	None	None
p. Your death or disability	Article 18	Franchise must be assigned by estate to approved buyer in 6 months
q. Non-competition covenants during the term of the franchise	Article 19	No involvement in competing business anywhere BAI maintains Business Advisers, Incorporated
r. Non-competition covenants after the franchise is terminated or expires	Article 19	No competing business for 2 years within 50 miles of another BAI franchise (including after assignment)
s. Modification of the agreement	Article 21	No modifications generally but Operating Manual subject to change
t. Integration/merger clause	Article 27	Only the terms of the franchise agreement are binding (subject to state law). Any other promises may not be enforceable.
u. Dispute resolution by arbitration	Article 20	Except for certain claims, all disputes must be arbitrated in Las Vegas, Nevada.
v. Choice of forum	Article 20	Litigation must be in Las Vegas, Nevada.
w. Choice of law	Article 20	Nevada law applies.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

The franchise agreement provides for termination upon Bankruptcy. This provision may not be enforceable under federal Bankruptcy law (11 U.S.C.A. Sec. 101 *et seq.*).

The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The franchise agreement requires binding arbitration. The arbitration will occur in Las Vegas, Nevada, with the costs being borne by the franchisee. This provision may not be enforceable under California law.

The franchise agreement requires application of the laws of the State of Nevada. This provision may not be enforceable under California law.

ITEM 18
Public Figures

BAI does not use any public figures to promote its franchise.

ITEM 19
Earnings Claims

BAI does not furnish or authorize its salespersons to furnish any oral or written information concerning the actual or potential sales, costs, income or profits to a Business Adviser. Actual results may vary from person to person and BAI cannot estimate the results of any particular franchisee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ITEM 20

List Of Outlets

List of Master Licensee Outlets

As of June 1, 2005

UNITED STATES

Northeast Texas

David Karnofel

611 South Main Street Suite #400

Grapevine, TX 76051

Telephone: (817) 410-4724

Facsimile: (817) 431-4504

E-Mail: DKarnofel@BusinessAdvisersInc.com

Established: May 2003

New Jersey

Larry and Ellen Davis

10 Van Brookhaven Court

Mahwah, NJ 07430

Telephone: (201) 847-9151

Facsimile: (201) 847-9131

E-Mail: LDavis@BusinessAdvisersInc.com

Established: August 2003

Central Florida

Bill Cunningham

203 Peregrine Drive

Indialantic, FL 32903

Telephone: (321) 773-4385

Facsimile: (321) 777-4647

E-Mail: BCunningham@BusinessAdvisersInc.com

Established: January 2004

Northern Ohio and Eastern Michigan

Bill Michael

578 Meadowridge Way

Hudson, OH 44236

Telephone: (330) 650-9477

Facsimile: (330) 650-0768

E-Mail: WMichael@BusinessAdvisersInc.com

Established: January 2004

Georgia

David Waters

840 Owens Lake Road

Alpharetta, Georgia 30004

Telephone: (770) 740-9491

Facsimile: (770) 740-9921

E-Mail: DWaters@BusinessAdvisersInc.com

Established: January 2004

Northern California

Bruce Goslin

4900 Hopyard Road, Suite 100

Pleasanton, CA 94588

Telephone: (925) 829-3299

Facsimile: (925) 829-3109

E-Mail: BGoslin@BusinessAdvisersInc.com

Established: February 2004

Southeast Texas

Bob Heth

4318 Leaflock Lane, Suite 200

Katy, TX 77450

Telephone: (281) 961-0017

Facsimile: (281) 574-3674

E-Mail: BHeth@BusinessAdvisersInc.com

Established: July 2004

Nevada

Andrea Bricca

3960 Howard Hughes Parkway #500

Las Vegas, NV 89109

Telephone: (702) 254-1836

Facsimile: (702) 254-6524

E-Mail: ABricca@BusinessAdvisersInc.com

Established: November 2004

List of Master International Licensee Outlets
As of June 1, 2005

LATIN AMERICA

Harold Rivera and Jose` Cardona
638 AldeBAIran Street
BDE Bldg. Suite HQ, 2nd Floor, San Juan, PR
00920
Telephone: (787) 277-9560
Facsimile: (787) 783-9011
E-Mail: HRivera@BusinessAdvisersInc.com
Established: January 2004

LATIN AMERICA

Jose` Cardona
638 AldeBAIran Street
BDE Bldg. Suite HQ, 2nd Floor, San Juan, PR
00920
Telephone: (787) 277-9560
Facsimile: (787) 783-9011
E-Mail: JCardona@BusinessAdvisersInc.com
Established: January 2004

MEXICO

Carlos Ortega
Av. Universidad 1391 Desp. 502 Col. Florida
01030 D.F., Mexico
Telephone: +011 (52) 555 663 3606
Facsimile: +011 52 (555) 663 3498
E-Mail: COrtega@BusinessAdvisersInc.com
Established: December 2003

NORTHEAST MEXICO

Javier Tamez
Av. Lazaro Cardenas 2400 Pte., Edificio Losoles
D-13, Garza Garcia, N.L, Mexico, 66267
Telephone: +011 (52) 818 363 1324
Facsimile: +011 (52) 818 363 1301
E-Mail: JTamez@BusinessAdvisersInc.com
Established: May 2004

List of United States Franchisees

As of June 1, 2005

Tim Francis

1330 Cherry Street NE

St. Petersburg, Florida 33701

Telephone: (727) 821-1002

Facsimile: (727) 822-8638

E-Mail: TFrancis@BusinessAdvisersInc.com

Established: September 2003

David Haney

2709 Lakewood Lane

Carrollton, TX 75006

Telephone: (972) 764-4355

Facsimile: (972) 764-4355

E-Mail: DHaney@BusinessAdvisersInc.com

Established: January 2004

Ray Sabourin

3775 Charter Dr.

Frisco, TX. 7503

Telephone: (214) 850-3082

Facsimile: (972) 692-8741

E-Mail: RSabourin@BusinessAdvisersInc.com

Established: November 2004

Terry Maugeri

P.O. Box 765

Wading River, NY 11792

Telephone: (631) 929-0817

Facsimile: (631) 929-4222

E-Mail: TMaugeri@BusinessAdvisersInc.com

Established: February 2005

List of International Franchisees
As of June 1, 2005

Patrick Handal
P.O. Box 2456
Tegucigalpa, M. del D.C.
Honduras, C.A.
Telephone: (504) 211-8549
Facsimile: (504) 211-8547
E-Mail: PHandal@BusinessAdvisersInc.com
Established: March 2005

Fausto Guerra
Ecuador
Facsimile: 011 593 2 2438034 or 035
E-Mail: FGuerra@BusinessAdvisersInc.com
Established: March 2005

List of Former Master Licensees and Franchisees
As of June 1, 2005

MASTER LICENSEES

None

FRANCHISEES

Retired

Bill Wiskus

Franklin Office Park

7001 Peachtree Industrial Blvd, N.W.

Suite #420B

Norcross, GA 30092

Telephone: (770) 234-0274

Jerry Norton

P.O. Box 221

Oxford, MI 48371

Telephone: (248) 236-8178

Beatrice Block

69 Sheldon Ave.

Tarrytown, NY 10591

Telephone: (914) 631-1993

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PROJECTED OPENINGS AS OF DECEMBER 31, 2005

State	Franchise Agreements Signed But Consulting Business Not Yet Operating	Projected Franchised New Consulting Business in the Next Fiscal Year	Projected Company Consulting Businesses in Next Fiscal Year
Alabama	0	1	0
Arizona	0	1	0
Arkansas	0	1	0
California	0	1	0
Colorado	0	1	0
Connecticut	0	1	0
Delaware	0	1	0
Florida	0	1	0
Georgia	0	1	0
Hawaii	0	1	0
Illinois	0	1	0
Indiana	0	1	0
Maryland	0	1	0
Massachusetts	0	1	0
Michigan	0	1	0
Minnesota	0	1	0
Nevada	0	1	0
New Jersey	0	1	0
New York	0	1	0
North Carolina	0	1	0
Ohio	0	1	0
Oregon	0	1	0
Pennsylvania	0	1	0
Rhode Island	0	1	0
South Carolina	0	1	0
Tennessee	0	1	0
Texas	0	1	0
Utah	0	1	0
Vermont	0	1	0
Virginia	0	1	0
Washington	0	1	0
West Virginia	0	1	0
Wisconsin	0	1	0
Totals	0	33	0

ITEM 21
Financial Statements

Financial information available is attached to this Offering Circular as Exhibit C.

ITEM 22
Contracts

A copy of the Franchise Agreement is attached as Exhibit D. A copy of the Nondisclosure and Noninterference Agreement and Personal Guaranty are attached to the Franchise Agreement.

ITEM 23
Receipt

In accordance with the Trade Regulation Rule of the Federal Trade Commission titled "Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures," an Acknowledgement of Receipt by the Prospective Franchisee is attached as Exhibit E.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]