HUNTINGTON LEARNING CENTERS, INC.
FRANCHISE DISCLOSURE DOCUMENT

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HUNTINGTON LEARNING CENTERS, INC
496 Kinderkamack Road, Suite 224
Oradell, New Jersey 07649
800.653.8400
franchise@HLCMail.com
www.HuntingtonFranchise.com

As a Huntington Learning Center® franchisee, you will offer in-person tutoring and test prep services to school-aged students to be conducted at your brick-and-mortar facility.

The total investment necessary to begin operation of a franchised Huntington Learning Center® business ranges from $191,992 to $340,632. This includes $104,707 you must pay us.

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.**

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 Raymond J. Huntington, Huntington Learning Centers, Inc. at 496 Kinderkamack Road, Suite 224, Oradell, NJ 07649, (800) 653-8400.

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 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.

Issuance Date: April 16, 2026

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How to Use this Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits, or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit G.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit A includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Huntington Learning Center® business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Huntington Learning Center® franchisee?	Item 20 or Exhibit G lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this Disclosure Document to better understand this franchise opportunity. See the table of contents.

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What You Need to Know about Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit I.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

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Special Risks to Consider About ***This*** Franchise

Certain states require that the following risks be highlighted:

Out-of-state dispute resolution. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration, and/or litigation only in Delaware. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Delaware than in your own state.

Delaware law governs. The franchise agreement states that Delaware 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.

Waive right to trial by jury. The franchise agreement requires you waive any right you may have to a trial by jury.

Limitation on claims. You must agree in the franchise agreement that all claims and counterclaims by you or any of your affiliates against the franchisor or its affiliates must be brought before the earlier of the expiration of one year after the act, transaction, or occurrence upon which the claim or counterclaim is based or one year after the agreement expires or is terminated.

Minimum performance levels. You must maintain minimum sales performance levels. If you fail to do so, you could lose territorial rights or the franchisor could terminate your agreement and you could lose your investment.

Spousal liability. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement, even though your spouse has no ownership interest in the franchise. This guarantee will place both you and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.'

State Specific Addenda. Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

Mandatory Minimum Payments. You must make minimum royalty and advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

Other risks. There may be other risks concerning this franchise.

The franchisor uses the services of one or more franchise brokers or referral sources to assist in selling this franchise. A franchise broker or referral source represents the franchisor, not you. The franchisor pays this broker a fee for selling this franchise or referring you to the franchisor. You should be sure to do your own investigation of the franchise.
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FOR THE STATE OF MICHIGAN

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU:

A PROHIBITION ON THE RIGHT OF A FRANCHISEE TO JOIN AN ASSOCIATION OF FRANCHISEES.

A REQUIREMENT THAT A FRANCHISEE ASSENT TO A RELEASE, ASSIGNMENT, NOVATION, WAIVER, OR ESTOPPEL WHICH DEPRIVES A FRANCHISEE OF RIGHTS AND PROTECTIONS PROVIDED IN THIS ACT. THIS SHALL NOT PRECLUDE A FRANCHISEE, AFTER ENTERING INTO A FRANCHISE AGREEMENT, FROM SETTLING ANY AND ALL CLAIMS.

A PROVISION THAT PERMITS A FRANCHISOR TO TERMINATE A FRANCHISE PRIOR TO THE EXPIRATION OF ITS TERM EXCEPT FOR GOOD CAUSE. GOOD CAUSE SHALL INCLUDE THE FAILURE OF THE FRANCHISEE TO COMPLY WITH ANY LAWFUL PROVISION OF THE FRANCHISE AGREEMENT AND TO CURE SUCH FAILURE AFTER BEING GIVEN WRITTEN NOTICE THEREOF AND A REASONABLE OPPORTUNITY, WHICH IN NO EVENT NEED BE MORE THAN 30 DAYS, TO CURE SUCH FAILURE.

A PROVISION THAT PERMITS A FRANCHISOR TO REFUSE TO RENEW A FRANCHISE WITHOUT FAIRLY COMPENSATING THE FRANCHISEE BY REPURCHASE OR OTHER MEANS FOR THE FAIR MARKET VALUE AT THE TIME OF EXPIRATION, OF THE FRANCHISEE’S INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS. PERSONALIZED MATERIALS WHICH HAVE NO VALUE TO THE FRANCHISOR AND INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS NOT REASONABLY REQUIRED IN THE CONDUCT OF THE FRANCHISED BUSINESS ARE NOT SUBJECT TO COMPENSATION. THIS SUBSECTION APPLIES ONLY IF: (i) THE TERM OF THE FRANCHISE IS LESS THAN 5 YEARS; AND (ii) THE FRANCHISEE IS PROHIBITED BY THE FRANCHISE OR OTHER AGREEMENT FROM CONTINUING TO CONDUCT SUBSTANTIALLY THE SAME BUSINESS UNDER ANOTHER TRADEMARK, SERVICE MARK, TRADE NAME, LOGOTYPE, ADVERTISING, OR OTHER COMMERCIAL SYMBOL IN THE SAME AREA SUBSEQUENT TO THE EXPIRATION OF THE FRANCHISE OR THE FRANCHISEE DOES NOT RECEIVE AT LEAST 6 MONTHS ADVANCE NOTICE OF FRANCHISOR’S INTENT NOT TO RENEW THE FRANCHISE.

A PROVISION THAT PERMITS THE FRANCHISOR TO REFUSE TO RENEW A FRANCHISE ON TERMS GENERALLY AVAILABLE TO OTHER FRANCHISEES OF THE SAME CLASS OR TYPE UNDER SIMILAR CIRCUMSTANCES. THIS SECTION DOES NOT REQUIRE A RENEWAL PROVISION.

A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION BE CONDUCTED OUTSIDE THIS STATE. THIS SHALL NOT PRECLUDE THE FRANCHISEE FROM ENTERING INTO AN AGREEMENT, AT THE TIME OF ARBITRATION, TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE.

A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT A TRANSFER OF OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE. THIS SUBDIVISION DOES NOT PREVENT A FRANCHISOR FROM EXERCISING A RIGHT OF FIRST REFUSAL TO PURCHASE THE FRANCHISE. GOOD CAUSE SHALL INCLUDE, BUT IS NOT LIMITED TO:

THE FAILURE OF THE PROPOSED TRANSFEREE TO MEET THE FRANCHISOR’S THEN CURRENT REASONABLE QUALIFICATIONS OR STANDARDS.

THE FACT THAT THE PROPOSED TRANSFEREE IS A COMPETITOR OF THE FRANCHISOR OR SUBFRANCHISOR.

THE UNWILLINGNESS OF THE PROPOSED TRANSFEREE TO AGREE IN WRITING TO COMPLY WITH ALL LAWFUL OBLIGATIONS.

THE FAILURE OF THE FRANCHISEE OR PROPOSED TRANSFEREE TO PAY ANY SUMS OWING TO THE

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FRANCHISOR OR TO CURE ANY DEFAULT IN THE FRANCHISE AGREEMENT EXISTING AT THE TIME OF THE PROPOSED TRANSFER.

A PROVISION THAT REQUIRES THE FRANCHISEE TO RESELL TO THE FRANCHISOR ITEMS THAT ARE NOT UNIQUELY IDENTIFIED WITH THE FRANCHISOR. THIS SUBDIVISION DOES NOT PROHIBIT A PROVISION THAT GRANTS TO A FRANCHISOR A RIGHT OF FIRST REFUSAL TO PURCHASE THE ASSETS OF A FRANCHISE ON THE SAME TERMS AND CONDITIONS AS A BONA FIDE THIRD PARTY WILLING AND ABLE TO PURCHASE THOSE ASSETS, NOR DOES THIS SUBDIVISION PROHIBIT A PROVISION THAT GRANTS THE FRANCHISOR THE RIGHT TO ACQUIRE THE ASSETS OF A FRANCHISE FOR THE MARKET OR APPRAISED VALUE OF SUCH ASSETS IF THE FRANCHISEE HAS BREACHED THE LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND HAS FAILED TO CURE THE BREACH IN THE MANNER PROVIDED IN SUBDIVISION (C).

A PROVISION WHICH PERMITS THE FRANCHISOR TO DIRECTLY OR INDIRECTLY CONVEY, ASSIGN, OR OTHERWISE TRANSFER ITS OBLIGATIONS TO FULFILL CONTRACTUAL OBLIGATIONS TO THE FRANCHISEE UNLESS PROVISION HAS BEEN MADE FOR PROVIDING THE REQUIRED CONTRACTUAL SERVICES.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

ADDRESS FOR NOTICES TO THE MICHIGAN ATTORNEY GENERAL:

DEPARTMENT OF THE ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION
FRANCHISE SECTION
G. MENNEN WILLIAMS BUILDING, 1ST FLOOR
525 W. OTTAWA STREET
LANSING, MI 48909
517-373-7117

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TABLE OF CONTENTS

Exhibits

Unless otherwise indicated, all exhibits are attached to this Disclosure Document.

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Item 1. The Franchisor, and any Parents, Predecessors, and Affiliates

Introduction, terminology

The franchisor of the Huntington Learning Center® concept is Huntington Learning Centers, Inc. We refer to Huntington Learning Centers, Inc. as "Huntington", "Franchisor", "we", "us", and "our". We refer to a person or legal entity who buys a franchise from us as "Franchisee" and "you". An "Owner" is an owner of the Franchisee. The "Primary Owner" is an Owner responsible for managing the Franchised Business and who we can contact about the Franchise Agreement and the Franchised Business.

If you execute a Renewal Franchise Agreement, we may refer to you as a "Renewal Franchisee" and the franchise as a "Renewal Franchise". If you acquire a franchise through transfer, we may refer to you as a "Transfer Franchisee" and the franchise as a "Transfer Franchise". If you are neither a Renewal Franchisee nor a Transfer Franchisee, we may refer to you as a "New Franchisee" and the franchise as a "New Franchise". "FDD" and "Disclosure Document" mean this Franchise Disclosure Document. "Agreement Date" is the date we sign the Franchise Agreement. "Issuance Date" is the date we issue this FDD; it is on the cover page of this FDD or, if your state's effective date is different, it is in Exhibit J. Unless otherwise indicated, all exhibits are attached to this FDD.

A "HLC" is a Huntington Learning Center® business. The "Franchised Business" is your franchised HLC. The "Premises" is the brick-and-mortar facility within which you will operate your Franchised Business. The "Marks" are Huntington Learning Center® and associated logos, symbols, and trade dress. The form of our Franchise Agreement current as of the Issuance Date is attached as Exhibit B.

The Franchisor, our parent, and our affiliates

We are a Delaware corporation and do business as Huntington Learning Center®. We were founded and began offering HLC franchises in 1985. Our predecessor is Northern New Jersey Learning Center, Inc. and operated learning centers from 1977 until 1981.

We and our affiliates, Huntington Learning Corporation and Huntington Mark, LLC, are owned by Rare Holdings, Inc. Rare Holdings, Inc., Huntington Learning Corporation, and Huntington Mark, LLC, do not offer franchises or provide any products or services to our franchisees. Huntington Mark, LLC, owns our trademark registrations and licenses them to us. Huntington Advertising Fund, Inc. administers the Huntington Advertising Fund. Huntington Learning Corporation operated HLCs since 1981 (we call them "Company-Owned Centers"). As of December 31, 2025, it operated two Company-Owned Centers in the New York metropolitan area. See Exhibit G for their locations. We, Huntington Learning Corporation, Rare Holdings, Inc., Huntington Mark, LLC, and Huntington Advertising Fund, Inc. have our and their principal business address at 496 Kinderkamack Road, Suite 224, Oradell, NJ 07649. We have no other parent, affiliate, or predecessor required to be disclosed in this Item 1.

We do not own or operate any HLCs or engage in any business activities other than franchising HLCs. From 2001 through 2013, we offered a separate franchise for supplemental educational services under the No Child Left Behind Act under the mark "Huntington School Services". We awarded 35 of these franchises but no longer offer them.

Huntington Learning Corporation is offering to sell some of its Company Owned Centers. We waive the $42,000 initial franchise fee and the $9,000 Training and Technology Initial Fee for these sales.

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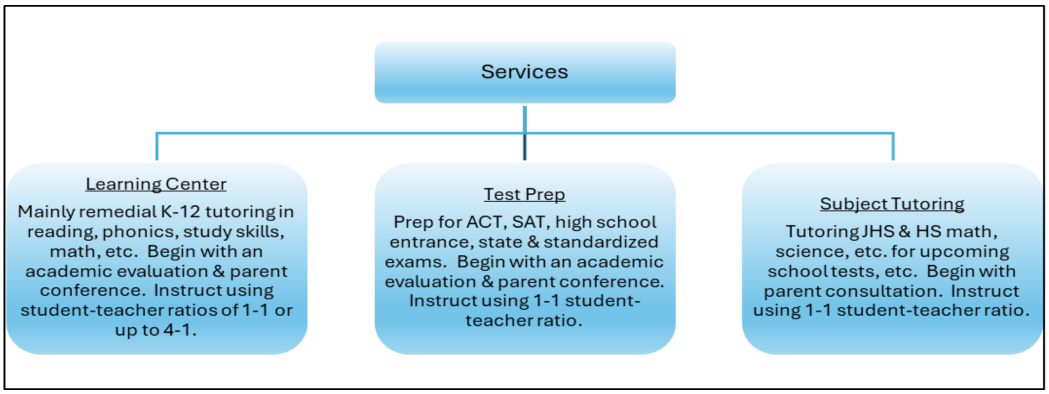
The Franchise

We offer qualified individuals and entities a franchise to operate a franchised Huntington Learning Center® business (a "Franchised Business") at a specific location under the terms of our form of franchise agreement attached to this Disclosure Document as Exhibit B. You will operate your Franchised Business from a location we approve in at least 1,200 square feet, typically within a retail shopping center. Existing Franchisees may be able to operate a microschool from within their Premises; see the sample form of the MicroSchool Amendment in Exhibit D. You will use the Huntington System to provide Tutoring (which we categorize as either Learning Center service or Subject Tutoring) and Test Prep services using in-center, online, and hybrid (which is a combination of in-center and online) delivery methods in consumer-pay and, at your option, public-pay markets. The "Huntington System" is the instructional format and operating system on which we and our affiliates have expended time, effort, and money to develop.

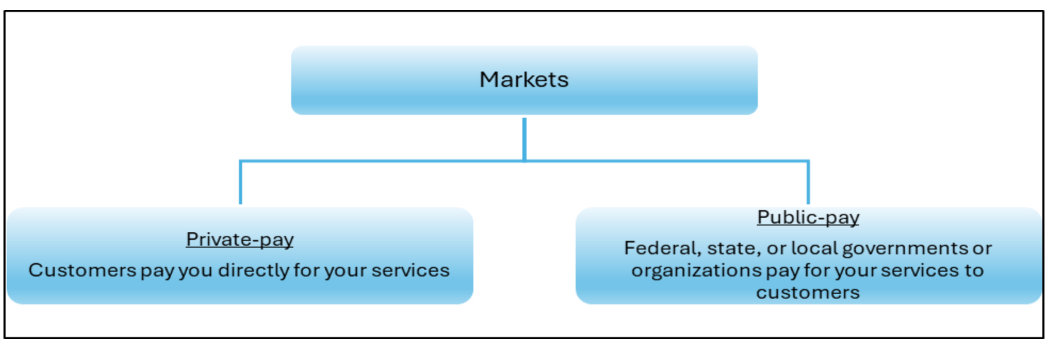
Services

The following diagram summarizes the services you must offer:



Markets

The following diagram summarizes the markets you will serve. You must serve the private-pay market. At your option, you may serve the public-pay market.



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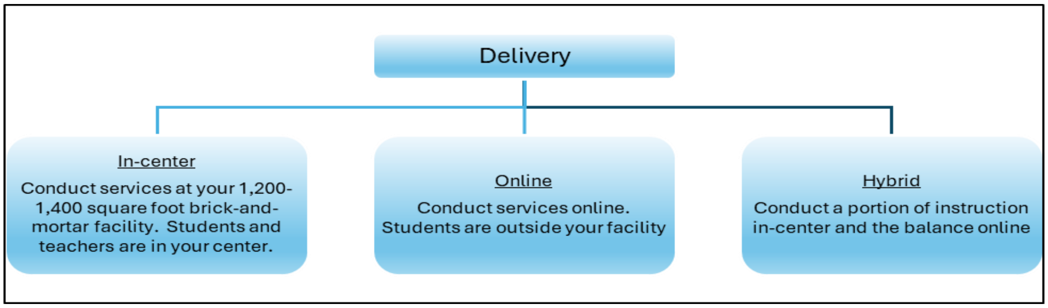
Delivery methods

The following diagram summarizes the delivery methods you must use:



System characteristics

The Huntington System's distinguishing characteristics include distinctive exterior and interior design, décor, layout, and color scheme; specialized equipment, furnishings, materials, curricula, testing, and programs; manuals; uniform operating methods, and techniques; confidential operations procedures; and procedures for record keeping and reporting, purchasing, marketing, and advertising.

We will apply the Huntington System to all franchised HLCs, although we may make exceptions in our business judgment based on local conditions, special circumstances, or different contractual provisions. We may change or modify the Huntington System in our sole discretion, and, if we do, you will agree to comply with the changed or modified Huntington System (including all operational policies, procedures, programs, and plans set forth in our manuals or otherwise in writing).

Accreditation

We are accredited by Middle States Association ("MSA"). Based on our corporate accreditation, MSA accredits each HLC. New Franchisees become accredited upon opening. Transfer Franchisees become accredited upon Transfer. Renewal Franchisees become accredited upon renewal. If you sign the MicroSchool Amendment, your MicroSchool must become accredited by MSA, since MicroSchools have a separate accreditation.

Market, competition

Generally, you will offer Huntington Services and eTutoring to parents of school-aged children and you will have the option offer Contract Services to schools. The market for these services is seasonal. Typically, demand for Learning Center Service is highest when schools issue report cards or warning notices; demand for Test Prep Service is highest in advance of test administration; and demand for Subject Tutoring Service is highest at the beginning of the school year and in mid-school year. Demand for eTutoring is like the demand for Huntington Services, since eTutoring offers the same services as Huntington Services. Demand for Contract Services is based on a school's contracting cycle.

If you operate a MicroSchool, you will offer instruction to students in grades two through eight within your Premises during the school year. MicroSchools operate in a changing and competitive educational market. They face competition from traditional public and charter schools, private institutions, homeschooling, online schools, learning pods, tutoring services, and enrichment programs.

You will compete with free, for-profit and not-for-profit businesses that offer services the same as or like our services, including tutoring centers, learning centers, test prep centers, schools, colleges, individuals, companies, organizations, school districts, religious organizations, and charities that may be associated with franchised or non-franchised national or regional chains and may offer after-school and summer services the same as, and different from, ours and may tutor in-center, on-site, in-home, and online. There is competition for suitable locations from tutoring and test prep businesses and other types of businesses.

Other franchised businesses, including those we develop or franchise, and products, services, and businesses that we are testing or that we may develop, operate, or franchise, may affect the Franchised Business and its inquiries and sales. You also may compete with other existing HLCs and with new HLCs that we may operate, franchise, or license now or in the future. Competition may also include products and services that we sell now or in the future through other channels of distribution, such as the Internet, our websites, telemarketing, or direct marketing.

We may choose to award or decline to award a franchise to any prospective franchisee. We may choose to cease discussions at any time regarding awarding of a franchise, regardless of the stage of the franchise award process or the time and money spent by you or any other prospective franchisee and we have no obligation to reimburse you.

Regulations

You must comply with all current and future laws and regulations applicable to the Franchised Business, which may increase your costs. You should consult with your attorney about any special requirements applicable to your business. You will be subject to current and future federal, state, city, and local laws and regulations that govern businesses generally, as well as those that govern businesses that deal with children and education. Most states require background checks for all staff working with children. Some states may require specific certification or licenses or may consider your business a school or daycare. For example, you may need separate bathrooms for boys and girls, water fountains, special exit doors equipped with panic bars, fire safety improvements, and accommodations for disabled persons. If you operate a MicroSchool, you must comply with government regulations applicable to private schools. Middle States Association will regulate you in connection with its accreditation requirements.

Our agent for service of process is Raymond J. Huntington. His principal business address is 496 Kinderkamack Road, Suite 224, Oradell, NJ 07649. If we have an agent for service of process in your state, we list that agent in Exhibit I.

This document summarizes certain provisions of your Franchise Agreement and other information in plain English. The terms of your Franchise Agreement will govern your franchise relationship with us. Read this Disclosure Document, the Franchise Agreement, and all accompanying agreements and documents and their exhibits carefully. Do not rely on this Disclosure Document alone to understand your Franchise Agreement. Show your Franchise Agreement and this Disclosure Document to an advisor, like a lawyer or an accountant.

Referrals

We may provide incentives to existing franchisees, employees, real estate professionals, franchise brokers, and others for referrals of, or speaking with, prospective franchisees. We determine the amount of these incentives. We may also pay membership fees to public, quasi-public, and private services for referrals from identified groups (such as teachers or veterans or military personnel planning to leave the service).

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Item 2. Business Experience

This item lists our principal officers and other executives with management responsibility in the operation of our business relating to the sale or operation of the franchise described in this Disclosure Document. All these individuals work from their homes or other locations.

Raymond J. Huntington, Director

Dr. Huntington has occupied this position with the Franchisor and its affiliates since 1977. He and Mrs. Huntington co-founded the Huntington Learning Center® business. He is in the Palm Beach, FL, area and provides services from locations in both New Jersey and Florida.

Eileen C. Huntington, Director

Mrs. Huntington has occupied the position of Director since 1977. She and Dr. Huntington co-founded the Huntington Learning Center® business. She is in the Palm Beach, FL, area and provides services from locations in both New Jersey and Florida.

Anne Huntington Sharma, Director, President, and CEO

Mrs. Sharma was promoted to this position in October 2025. From October 2019 to September 2025, she was President. From October 2017 to October 2019, she was Vice President of Business Development. From September 2015 to September 2017, she was Head of Public Private Partnerships. From February 2014 to September 2015, she was a Director. She is in the Sioux Falls, SD, area and provides services from locations in both South Dakota and New Jersey.

Karla Hopf, Chief Operating Officer

Ms. Hopf was promoted to this position in January 2024. From April 2021 to December 2023, she was Vice President of Franchise Operations. From March 2020 to March 2021, she was Vice President of Franchise Development. From July 2012 to February 2020, she was an Operations Manager for Huntington Learning Corporation. She is in the Philadelphia, PA, area and provides services from locations in Pennsylvania.

Denise Hawkins, Senior Vice President Finance

Ms. Hawkins was promoted to this position in January 2024. From July 2019 to December 2023, she was Vice President Finance. From 2012 to 2019, she was Controller. She is in the Orange County, NY, area and provides services from locations in New York and New Jersey.

Brandy Zickefoose, Vice President of Marketing

Ms. Zickefoose was hired as our Vice President of Marketing in September 2025. From November 2022 to August 2025, she served as Vice President of Marketing for i9 Sports in Tampa, Florida. From June 2022 to November 2022, she was an Advisory Lead, Demand Generation Group for BDO Digital USA in Tampa, Florida. From August 2017 to February 2022, she held several positions at EverCommerce Solutions Inc. in Alpharetta, Georgia, including VP of Client Services at Listen 360. She is in the Tampa, Florida, and provides services from locations in Florida.

Eric Graham, Vice President of Information Technology

Mr. Graham was promoted to this position in January 2024. From September 2021 to December 2023, he was Senior Director of Application Development. From September 2005 through June 2021, he held various IT and Project Management positions, most recently serving as the Director of Project Management for Goddard Systems, Inc., King of Prussia, Pennsylvania. He is in the Philadelphia, PA, area and provides services from locations in Pennsylvania.

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Kristen Dench, Director of Public Private Partnerships

Ms. Dench was promoted to this position in January 2023. From March 2016 to December 2022, she was an Operations Manager for Huntington Learning Corporation. She is in the Suffolk County, NY, area and provides services from locations in New York.

Carol Lovallo, Director of Educational Development

Ms. Lovallo was promoted to this position in August 2018. From March 2018 to July 2018, she was Assistant Director of Educational Development. From March 2013 to February 2018, she was Educational Development Supervisor. From 2010 to February 2013, she was Educational Development Specialist. From 2006 to 2010 she held various positions with Huntington Learning Corporation. She is in the Middlesex County, NJ, area and provides services from locations in New Jersey.

Elizabeth Porta, Director of Customer Engagement Center

Ms. Porta was promoted to this position in January 2024. From January 2013 to December 2023, she was Manager of Customer Engagement Center (CEC). From October 2004 through December 2012, she held various roles as a CEC Agent and Administrative Assistant. She is in the Bergen County, NJ, area and provides services from locations in New Jersey.

Maura Shannon, Director of Training

Ms. Shannon was hired for this position in May 2025. From April 2019 to April 2025, she was Director of Training at Lemon Tree Hair Salons in Parsippany, NJ. Between 1994 and March 2019, she held various positions with us. She is in the Monmouth County, NJ, area and provides services from locations in New Jersey.

Item 3. Litigation

No litigation is required to be disclosed in this item.

Item 4. Bankruptcy

No bankruptcy information is required to be disclosed in this Item 4.

Item 5. Initial Fees

Initial fee

The initial franchise fee is $42,000. The initial franchise fee is payable in full when you sign the Franchise Agreement, fully earned by us upon payment, and not refundable.

State Financial Assurance – Maryland and North Dakota. For sales in Maryland and North Dakota, we will defer or escrow initial fees as required by the state regulator until our pre-opening obligations are satisfied or as otherwise directed.

Fees for New Franchisees

New Franchisees pay us a total of $104,707, consisting of $42,000 for the Initial Franchise Fee, $9,000 for the Training and Technology Initial Fee, $28,500 for the Kick Start Marketing Program (which we spend marketing your Franchised Business on your behalf), and $25,207 for the Startup Package. The Start-up Package consists of $3,064 for the Educational Start-up Package, $13,896 for the IT Start-up Package (which includes computer equipment and software), and $8,247 for the Marketing Start-up Package (which consists of $4,000 for Marketing Services, $2,247 for Marketing materials, and a $2,000 deposit for the Marketing Communication Program).

Microschool

Providing an Existing Franchisee meets our requirements, we offer the Existing Franchisee the opportunity to operate a MicroSchool within their Premises by signing the Microschool Amendment, the sample form of which is in Exhibit D. Its initial fee is $10,000.

Fees upon transfer

For Transfer to an individual or entity who is new to the System or to an Existing Franchisee, the seller or buyer pays us a total of $53,500 upon executing the franchise agreement, consisting of $10,000 for the Transfer Fee, $9,000 for the Training and Technology Initial Fee, $28,500 for the Kick Start Marketing Program, and $6,000 for the Marketing Start-up Package (which consists of $4,000 for Marketing services and $2,000 deposit for the Marketing Communication Program). We waive the Initial Franchise Fee and do not require purchase of the Educational Start-up Package or the IT Start-up Package. The Transfer Fee for a Territory is higher; see the sample form of Territory Amendment in Exhibit D. As described in the next paragraph, we reduce the Transfer Fee upon Transfer to an Existing Franchisee if, in our estimation, the business is underperforming.

If an Existing Franchisee acquires an underperforming HLC through Transfer, we reduce the Transfer Fee to $5,000. In this case, the total amount due to us upon executing the franchise agreement is $48,500, consisting of $5,000 for the Transfer Fee, $9,000 for the Training and Technology Initial Fee, $28,500 for the Kick Start Marketing Program, and $6,000 for the Marketing Start-up Package (consisting of $4,000 for Marketing Services, and $2,000 for the MCP deposit). Either the seller or buyer may pay us these fees. We waive the Initial Franchise Fee and do not require purchase of the Educational Start-up Package or the IT Start-up Package. We determine if a HLC is underperforming.

Fees upon renewal

Franchisees with an exclusive area who are executing a renewal franchise agreement pay us a Renewal Fee $8,000. This fee is higher for franchisees who have a territory. We waive the initial franchise fee and the Training and Technology Initial Fee. We do not provide the Startup Package and the Kick Start Marketing Program upon renewal and you do not pay their associated fees.

Incentives for multi-unit franchisees

We offer New Franchisees a discount if they execute two or more franchise agreements initially; and we offer Existing Franchisees a discount if they execute a franchise agreement for an additional new franchise.

If a New Franchisee acquires more than one franchise initially, then we discount the initial franchise fee for the second and subsequent franchises to $27,000 each. The total due upon signing the franchise agreement for the first franchise is $104,707, as described above. The total due upon signing the franchise agreement for each additional franchise is $89,707, consisting of $27,000 for the reduced initial franchise fee, $9,000 for the Training and Technology Initial Fee, $28,500 for the Kick Start Marketing Program (which we spend marketing your Franchised Business on your behalf), and $25,207 for the

Startup Package. The Start-up Package consists of $3,064 for the Educational Start-up Package, $13,896 for the IT Start-up Package (which includes computer equipment and software), and $8,247 for the Marketing Start-up Package (which consists of $2,000 for Marketing Services, $2,247 for Marketing materials, and a $2,000 deposit for the Marketing Communication Program).

If an Existing Franchisee executes a franchise agreement for an additional new franchise, we reduce the initial franchise fee to $27,000, which is a $15,000 or 36% reduction. The total due upon signing the franchise agreement is $89,707, consisting of $27,000 for the reduced initial franchise fee, $9,000 for the Training and Technology Initial Fee, $28,500 for the Kick Start Marketing Program (which we spend marketing your Franchised Business on your behalf), and $25,207 for the Startup Package. The Start-up Package consists of $3,064 for the Educational Start-up Package, $13,896 for the IT Start-up Package (which includes computer equipment and software), and $8,247 for the Marketing Start-up Package (which consists of $4,000 for Marketing Services, $2,247 for Marketing materials, and a $2,000 deposit for the Marketing Communication Program).

Incentives for Existing Franchisees to split their Territory or Exclusive Area

An existing franchisee who operates a HLC in either a Territory or an Exclusive Area may split it into two portions if we agree. The portion with the HLC continues to operate under its existing Franchise Agreement in its reduced Territory or Exclusive Area. If the franchisee operates in a Territory, then the franchisee can elect either to retain the Territory's Territorial rights and restrictions or convert it to an Exclusive Area. The franchisee signs a new Franchise Agreement for the portion without the HLC; it operates in an Exclusive Area; and we reduce its initial franchise fee to $27,000. The total amount due upon signing is $89,707, consisting of $27,000 for the reduced initial franchise fee, $9,000 for the Training and Technology Initial Fee, $28,500 for the Kick Start Marketing Program (which we spend marketing your Franchised Business on your behalf), and $25,207 for the Startup Package. The Start-up Package consists of $3,064 for the Educational Start-up Package, $13,896 for the IT Start-up Package (which includes computer equipment and software), and $8,247 for the Marketing Start-up Package (which consists of $4,000 for Marketing Services, $2,247 for Marketing materials, and a $2,000 deposit for the Marketing Communication Program).

Incentives for veterans

Veterans. We participate in the International Franchise Association’s Veterans Transition Franchise Initiative, otherwise known as "VetFran". If you are a New Franchise, one of your Owners is a veteran honorably discharged from the U.S. Armed Forces or on active duty as of the Agreement Date, and that individual owns at least 10% of the Franchisee, then we offer to reduce the initial franchise fee to $31,500. The total due upon signing the franchise agreement is $94,207, consisting of $31,500 for the reduced initial franchise fee, $9,000 for the Training and Technology Initial Fee, $28,500 for the Kick Start Marketing Program (which we spend marketing your Franchised Business on your behalf), and $25,207 for the Startup Package. The Start-up Package consists of $3,064 for the Educational Start-up Package, $13,896 for the IT Start-up Package (which includes computer equipment and software), and $8,247 for the Marketing Start-up Package (which consists of $4,000 for Marketing Services, $2,247 for Marketing materials, and a $2,000 deposit for the Marketing Communication Program).

Sale of Company Centers

Our affiliate, Huntington Learning Corporation, is offering to sell some of its Company Owned Centers for sales prices between $10,000 and $1,900,000. We waive the $42,000 initial franchise fee and the $9,000 Training and Technology Initial Fee for these sales.

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Unless otherwise noted, all fees in this Item 5 are uniformly imposed among franchisees and are nonrefundable. We may modify or discontinue incentive programs at any time. During 2025, we charged an initial franchise fee of between $0 and $36,000.

Item 6. Other Fees

The following table describes recurring or isolated fees or payments you pay us or our affiliates under the Franchise Agreement and related agreements, or that we impose or collect in whole or in part for a third party. Unless otherwise indicated, all fees are subject to change and no fee or payment is refundable for any reason.

OTHER FEES			
Type of Fee	**Amount**	**Due Date**	**Remarks**
Royalty rate	9.5% of Gross Revenue. $2,000 per month minimum	15th of each month	The royalty rate for Transfer and Subsequent Franchises may differ. See notes for rates and definition of Gross Revenue.
Advertising fund	2% of Gross Revenue	15th of each month	You pay 2% of your Huntington Services Revenue and eTutoring Revenue to the Huntington Advertising Fund; and 2% of your Contract Services Revenue to the Contract Services Advertising Fund. The minimum payment to the Huntington Advertising Fund is $500 per month. There is no minimum for the Contract Services Advertising Fund.
Advertising	Minimum of $57,000 per year	As required by vendors	You must spend this amount on Huntington Services and eTutoring; and, of this amount, you must spend a minimum of $2,000 each month. You promote Contract Services by researching opportunities and soliciting Public Entities for these services.
CoOp	Fees average about $2,000 per month. Some CoOps impose lower or higher fees or no fee	15th of each month	You pay your CoOp, which determines the amount, except as provided by its bylaws. We credit CoOp payments to your minimum ad requirement, to the extent they do not exceed it. Each HLC in good standing can vote. Company Owned Centers participate equally and have no controlling voting power in any CoOp.
Training and Technology Services	$1,375 per month	15th of each month	Begin paying as of fourth full month after the Agreement Date. Item 11 describes these services.
Convention	No charge for up to four attendees	Upon billing	Additional attendees cost $525 each.
Online Training Facility licenses	No charge for 1st two licenses	15th of each month	Additional licenses are $145 per license per month

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OTHER FEES			
Type of Fee	**Amount**	**Due Date**	**Remarks**
Marketing Communication Program (MCP)	$100	Monthly	See notes.
Platform Fee	$5.00 per student-hour	Upon billing	See notes.
Added Software	To be determined	To be determined	Added Software includes software for customer relationship management, scheduling, and texting. We have not introduced any of this software, although we may do so and, if we do, you must pay us and third parties initial and ongoing fees for its use.
Call Center	$415 per month, plus variable fees	15th of month	See notes.
Virtual Testing	Estimated to be between $190 and $250 per month, credited against fees	15th of month	See notes.
Conference Services	$315 per month, credited against fees	15th of month	See notes.
Huntington Online Prep	$53.50, $74.50, and $95.50 for the 2-, 4-, and 6-test options	After the 1st session	You may buy online practice tests for ACT and SAT students. You pay the vendor who pays us a portion.
Accounting & payroll	$125 to $165 per month	Monthly	You pay the vendor.
Transfer	$10,000	Upon request to transfer	Fee for a Territory is greater.
Subsequent Franchise Agreement	$8,000	Upon signing Subsequent Franchise Agreement	Fee for a Territory is greater.
Relocation or renovation	$500	Upon billing	You also pay us our related costs.
Evaluation of suppliers	Will vary	Upon billing	You also pay us our related costs.
Internet service provider	$70 - $150 per month	Upon billing	Costs vary based on the provider and speed you select.
Insurance	About $10,000 per year	Upon billing	Your insurance company determines the fee. You pay the insurance company; excludes Workers Compensation. See Item 8. If you do not obtain or maintain insurance, we may obtain it and you pay us. Fees and requirements are subject to change.

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OTHER FEES			
Type of Fee	**Amount**	**Due Date**	**Remarks**
Taxes and income taxes	Will vary	Upon billing	You pay us all taxes we pay on amounts you pay us, unless the tax is credited against our payment. Taxes are not typical and we cannot estimate them.
Audit	Will vary	Upon billing	We may audit the Franchised Business and Premises.
Reimbursement of our third-party costs	Will vary	Upon billing	You pay us our related third-party costs, including those for brokers, agencies, attorneys, accountants, architects, litigation costs, consultants, and agents.
Default fees	$100 or $1,000	Upon billing	See notes.
Late fee; interest	$100 late fee; 18% annual interest	Upon billing	
Attorneys' fees	Cost of action	Upon billing	
Indemnification	Cost of claim against us; attorney fees	Upon billing	

Notes to the table

Unless otherwise indicated, all fees are subject to change and no fee or payment is refundable for any reason. All references to "dollars" or "$" refer to the legal currency of the United States.

Revenue

"Gross Revenue" means all received and accrued revenue, including cash, cash equivalents, and credit, derived directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity, from all business conducted with the use of the Marks or System or upon, from, or with, Huntington Services, eTutoring, or Contract Services, whether evidenced by check, cash, credit, charge, exchange, or otherwise (including the proceeds of any business interruption insurance policies) and whether for services or products provided or to be provided and whether such services or products are permitted or not permitted under the Franchise Agreement. Gross Revenue includes the fair market value of any goods or services received by you, directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity, in the event consideration other than cash is received. If you and we cannot agree on the fair market value of these goods and services, then we have the right to designate an independent appraiser, and the appraiser's determination of the fair market value will be binding. You will pay us all Third Party Costs (including all appraisal costs) we incur in connection with such appraisal. Gross Revenue must not be offset by any expense; however, Gross Revenue excludes (a) all sales or similar taxes that, by law, are chargeable to customers (if such taxes are separately stated and charged to the customer, paid by the customer, and paid to the appropriate taxing authority by you) and (b) any documented refund given to customers by you in good faith. "Third Party Costs" means all costs, expenses, and losses we incur in connection with the matters involved.

"Huntington Services Revenue" means Gross Revenue for Huntington Services. "eTutoring Revenue" means Gross Revenue for eTutoring. "Contract Services Revenue" means Gross Revenue for Contract Services Revenue.

Royalty

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Royalty is 9.5%. However, if you acquire a franchise from a franchisee with an effective 8% royalty amendment and wish to keep the lower rate during the Franchise Agreement's term, you must sign our Royalty Amendment (the sample form of which is in Exhibit D). For New Franchisees, minimums begin the earlier of the 6th full calendar month after opening or the 12th full calendar month after the Agreement Date. For acquiring or renewing franchisees, minimums begin on the Agreement Date.

Marketing Communication Program

You must spend at least $100 per month on MCP beginning when you begin operating the Franchised Business.

Platform Fee

The Platform is a technology platform that contains an AI avatar. We will introduce the Platform in 2026. When we introduce the Platform, you must use it and pay us and third parties initial and ongoing fees for its use.

Call Center

"Call Center" means a call center that responds to your inquiries. The variable AE fee is the product of the number of that month's AEs and a per AE fee, which is: 1-4 AEs: $76.50; 5-8 AEs: $66.91; 9-14 AEs: $59.57; 15-22 AEs: $52.22; 23-49 AEs: $45.90; and 50+ AEs: $34.47. An "AE" is an academic evaluation. You also must pay us for non-inquiry calls, Subject Tutoring enrollees, ePromotion calls, etc. You must use the Call Center throughout the term of the Franchise Agreement. You begin paying the $415 monthly fee and the variable AE fee as of the earlier of when you begin operating the Franchised Business or the first full month in which you use any Call Center services.

Virtual Testing

"Virtual Testing" means we conduct your initial testings remotely. We will credit your monthly fee towards that month's charges. The variable Virtual Testing fee is the product of the number of Virtual Testings and a per Virtual Testing fee that we estimate will be between $95 and $195. If a Virtual Testing Monthly Fee exceeds your monthly charges, we do not issue you a credit or refund. If your monthly charges exceed that month's Virtual Testing Monthly Fee, you pay us the excess. We expect to introduce Virtual Testing during 2026 or 2027. You must use Virtual Testing when we introduce it. After we introduce it, you begin paying the monthly fee and the variable Virtual Testing fee as of the earlier of when you begin operating the Franchised Business or the first full month in which you use any Virtual Testing services. Actual monthly and per testing fees may differ from these estimates.

Conference Services

"Conference Services" consists of Virtual Conferencing (we conduct your initial conferences remotely) and Coaching (we coach you to conduct your initial conferences). We credit your $315 monthly fee towards that month's charges. The Virtual Conferencing charge is the product of the number of Virtual Conferences and the $220 Virtual Conferencing Use Fee. The Coaching charge is the product of the number of Coaching hours and the $97.50 Coaching Hourly Connection Fee. If a month's Conference Services Monthly Fee exceeds your monthly fees, we do not issue you a credit or refund. If the monthly fees exceed that month's Conference Services Monthly Fee, you pay us the excess. If we need to reschedule a Virtual Conference, we charge you a non-refundable fee, currently $25. You must use Conference Services. You begin paying the $315 monthly fee and the variable fee as of the earlier of when you begin operating the Franchised Business or the first full month in which you use any Conference Services.

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MicroSchool Amendment

The MicroSchool Amendment gives you the right to operate a MicroSchool within your Premises. During the term of this amendment you must pay us a nonrefundable fee (the "Syllabus Fee") of $185 per month. We reduce this fee to $175 if you operate two MicroSchools and to $165 if you operate three or more MicroSchools. Since MicroSchools have their own accreditation, you must pay an accreditation fee of $700 each September. You pay 2% of your Gross Revenue to the MicroSchool Advertising Fund and to no other advertising fund.

Accounting and payroll

You must use accounting and payroll software from a vendor we designate, currently Intuit's QuickBook's Essentials online accounting software and its Core payroll online software. Essentials costs about $60.00 per month. Payroll charges consist of a fixed charge of $45.00 per month, plus a variable charge of $6.00 per employee per month (regardless of the number of payrolls processed during the month). We base the lower and upper estimates on 10 and 20 employees, respectively. You pay these fees to the vendor; they are subject to change. You must connect your QuickBook’s account to ProfitKeeper, which reports certain revenue and expenses to us. In addition to this software, we recommend you retain at your cost a bookkeeper or an accountant to assist you with setting up and maintaining your financial books and records.

Default fees

If you fail to cure a non-monetary default, you pay us $100 per day until cured. If you receive 3 defaults, you pay us $1,000 per subsequent default. Fees are to offset our costs in addressing the default and are subject to change.

Item 7. Estimated Initial Investment

Table 7 estimates your initial investment to open a Franchised Business as of the date of this Disclosure Document. This estimate is based on our experience and information provided by franchisees. These figures are estimates only. We estimate this investment since most costs are not within our control and may change frequently. We cannot, and do not, guarantee that your costs will fall within the stated range. Costs constantly change. Your costs may be higher. You should diligently investigate all potential costs before proceeding. We credit $28,500 of the $36,747 advertising expenditure towards the Kick Start Marketing Program. Except for this $28,500 credit and the $2,000 deposit you pay us for the Marketing Communication Program, no amount you pay us is refundable. Except for security and utility deposits, we are not aware of any amounts payable to third parties that are refundable. All amounts exclude sales tax and shipping, unless otherwise indicated.

TABLE 7 YOUR ESTIMATED INITIAL INVESTMENT						
Type of expenditure	**Amount**			**Method of Payment**	**When Due**	**To whom payment is to be made**
Initial Franchise Fee (Note 1)	$42,000	To	$42,000	Lump sum	When you sign the Franchise Agreement	Franchisor
Initial training (Note 2)	$0	To	$200	As incurred	Before or during initial training	Vendors
Curricula and testing materials (Note 3)	$18,957	To	$18,957	As incurred	Before opening	Vendors and Franchisor

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TABLE 7						
YOUR ESTIMATED INITIAL INVESTMENT						
Type of expenditure	**Amount**			**Method of Payment**	**When Due**	**To whom payment is to be made**
Furniture, computers (Note 4)	$51,396	To	$51,396	As incurred	Before opening	Vendors and Franchisor
Start-up supplies (Note 5)	$3,700	To	$3,700	As incurred	Before opening	Vendors and Franchisor
Advertising (Note 6)	$36,747	To	$36,747	As incurred	As arranged	Vendors and Franchisor
Training and Technology Initial Fee (Note 7)	$9,000	To	$9,000	Lump sum	When you sign the Franchise Agreement	Franchisor
Architect (Note 8)	$500	To	$2,000	As incurred	As arranged	Vendors
Security & utility deposits; license fees (Note 9)	$500	To	$3,000	As incurred	As arranged	Landlord, utilities
Real estate and improvements (Note 10)	$0	To	$120,000	As incurred	Before opening	Vendors
Exterior sign (Note 11)	$500	To	$10,000	As incurred	Before opening	Vendors
Interior graphics (Note 12)	$3,325	To	$6,475	As incurred	Before opening	Vendors
Professional fees (Note 13)	$500	To	$3,000	As incurred	As arranged	Vendors
Insurance (Note 14)	$2,500	To	$10,000	As incurred	As arranged	Vendors
Additional funds – three months (Note 15)	$22,367	To	$24,157	As incurred	As arranged	Employees, vendors
Total estimated initial investment for a Franchised Business	**$191,992**	**To**	**$340,632**			

Note Description

1 Initial Franchise Fee

New Franchisees pay us a nonrefundable initial franchise fee upon signing the Franchise Agreement. We waive the initial franchise fee for Transfer Franchisees and Subsequent Franchisees. In 2019, our affiliate sold a Company Owned Center for $1,559,368 more than the above table's highest total estimated initial investment for a franchised HLC. If you sign a MicroSchool Amendment, the initial fee is $10,000.

2 Initial training

Initial training is online and the upper estimate assumes you incur only miscellaneous expenses.

3 Curricula and testing materials

Curricula and testing materials consist of electronic and non-electronic items (typically books) that you must buy or license from us or third parties before you begin operations. Lower and upper estimates consist of items totaling $15,893 and the Educational Material Start-up Package totaling $3,064. If you sign the MicroSchool Amendment, you must buy additional curricula costing $2,250.

4 Furniture, computers

Furniture includes desks, office and student chairs, bookcases, file cabinets, study carrels, and tables you buy before opening the Premises. Cost is about $30,000, excluding shipping, installation, and tax. Shipping and installation costs about $5,000. You must buy the $13,896 IT Start-up Package from us when you sign the Franchise Agreement; see its purchase order in Exhibit E. You must install network wiring and obtain an internet connection from third parties; lower and upper estimates include $2,500 and $2,500, respectively.

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The higher estimate is for more complex environments, such as with networked computers. Costs vary by location. If you sign the MicroSchool Amendment, you must buy additional Chrome Books costing about $4,500, a refrigerator costing about $1,000, and lockers costing about $1,200. Amounts you pay us are nonrefundable. Amounts you pay third parties typically are nonrefundable. All amounts are subject to change.

5 Start-up supplies

Start-up supplies are office and consumable supplies, forms, student workbooks, file folders, paper, pens, etc. that you buy before you begin operations. Amounts paid to third parties typically are nonrefundable. Amounts paid to us are nonrefundable. All amounts are subject to change.

6 Advertising

You must spend at least $57,000 per year on advertising Huntington Services and eTutoring, participate in the Kick Start Marketing Program and the Marketing Communication Program, and purchase the Marketing Start-up Package. Lower and upper estimates include $28,500 for the Kick Start Marketing Program, the $2,000 deposit for the Marketing Communication Program, and the $6,247 Marketing Start-up Package; see Exhibit E for the start-up package's purchase order. We credit the $28,500 for the Kick Start Marketing Program to the $57,000 annual advertising requirement. Since you promote Contract Service by researching opportunities and soliciting Public Entities for services, we include no estimate for its advertising.

7 Training and Technology Initial Fee

You pay us this amount when you sign the Franchise Agreement.

8 Architect

An architect designs the Premises and exterior signage based on our, the landlord, and municipal requirements. Architectural fees depend on many factors, including pre-existing conditions, design requirements, square footage, and zoning requirements. The lower estimate assumes the landlord pays all architectural fees as part of the landlord's build-out allowance. The upper estimate assumes you pay all architectural fees. Your costs may be higher, for example, if you use an expediter or if you need a state-licensed architect to seal the drawings.

9 Security & utility deposits; license fees

Typically, you give your landlord and utility companies refundable deposits. Landlords typically require 2-3 months' rent, or more, as security. The lower amount assumes you give the landlord no security. Your costs may be higher. If you obtain any licenses or permits, you may have to pay related fees.

10 Real estate and improvements

You may lease or purchase the Premises. This estimate assumes you lease the Premises. We assume the space is ready for improvement with finished floor and walls, dropped ceiling with ceiling tiles and lighting, plumbing, interior bathrooms, exterior doors and windows, water supply, sewerage, HVAC, electrical service and outlets, sprinklers, etc. If the landlord pays for your improvements, you may eliminate or reduce initial construction costs. However, in return, your rent may be higher. The lower estimate assumes the landlord pays for all improvements and gives you the first three months' rent-free. The upper estimate assumes you pay for tenant improvements calculated as the product of 1,600 square feet and the estimated per square foot cost of improvements of $75 per square foot. Your costs may be higher.

Improvement costs depend on many factors, including landlord contributions, size, condition before improvements, extent of improvements, demolition, flooring, walls, painting, doors, windows, ceiling, sprinklers, lights, electricity, heating and air conditioning, plumbing, the presence or absence of interior bathrooms, and many other items. Rent also depends on many factors, like concessions, your geographic area, size, condition, utilities, and common area maintenance charges. Costs and rent also depend on whether you locate in 1st or 2nd floor retail space or professional space. Rent in 1st floor retail space is generally higher than in 2nd floor retail space and professional space. Rent generally increases after the first year. You negotiate rent with your landlord. Construction costs and rent typically are nonrefundable. Your actual cost to develop and open a HLC may be higher than the amounts shown in Table 7 based upon the circumstances that affect your HLC and your own choices. Circumstances include real estate and labor availability and their associated costs, condition of the leased space, material costs, professional fees, municipal fees, impact fees, and other costs and fees in the area in which the HLC is located. If you are a Transfer or Subsequent Franchisee, you may incur costs to bring your HLC into conformity with the Huntington System; we cannot estimate these costs, since they vary significantly based upon the physical condition of the Premises.

11 Exterior sign

The lower estimate assumes the New Franchisee's Premises is in a professional office. The upper estimate assumes it is in a retail shopping center. These estimates include fabrication, installation, and electrical installation, but do not include taxes, permit fees, and other fees (such as design fees), other signs (such as pylons), temporary banners (such as a grand opening banner), and door decals. A pylon sign costs about $600. A temporary banner costs about $55-$125. You may buy these items from a vendor of your choice, if they comply with our standards and install them according to our, landlord, and municipal requirements.

12 Interior graphics

This entry is for a 1,600 square foot Premises and consists of an interior signage package, window posters, lobby plaques, and front door decals. Lower and upper estimates for our interior signage package are $2,000 and $3,000, respectively. The number of signs depends on the Premises size and its configuration. You may need additional posters, plaques, and other signs. You must buy from our recommended vendor. Lower and upper estimates for window posters are $1000 and $3,000, respectively; the number of posters depends on the number of windows, poster type (hanging or decal; single- or double-sided), shipping, and installation; you may buy posters from a vendor of your choice, providing it meets our standards. The estimate for lobby plaques is $175 for three plaques, including shipping, handling, and hardware; you may buy plaques from a vendor of your choice, providing the vendor meets our standards, or you may order using our marketing portal, which we call "eve". Lower and upper estimates for front door decals are $150 and $300, respectively; you may buy decals from a vendor of your choice, providing it meets our standards. If you are a Transfer or Subsequent Franchisee and your Premises does not conform to our requirements, you must buy and install these graphics.

13 Professional fees

Professional fees include fees for attorneys, accountants, and other consultants.

14 Insurance

This estimates the cost for our minimum required property and liability insurance. See Item 8 for our insurance requirements. The lower estimate assumes you pay the first three months of the annual premium before you begin operating. The upper estimate assumes you pay the entire annual premium before you begin operating. Your costs may be higher, depending on your state requirements and other variables, such as the prevalence of litigation and natural disasters. Neither estimate includes Workman’s Compensation, which depends on your payroll.

15 Additional funds – three months

This entry estimates the following expenses for a New Franchisee’s first three months of operation: Recruitment, equipment leasing, repairs, maintenance, postage, credit card fees, cleaning, and additional funds of $15,000 for both lower and upper entries. It includes $300 for three months of MCP for both lower and upper estimates. It includes $3,264 and $2,793 for three months of Call Center and Conference Services fees for both lower and upper estimates, less a credit of $945 for three months of Conference Services (at $315 per month). Conference Services consists of Coaching and Virtual Conferencing. Call Center and

Conference Services fees vary from month to month based on several factors, including seasonality.

This entry does not include any funds for any other business expense, such as rent; utilities; any amount you may pay yourself or your employees (such as for salaries, commissions, or other employee-related expenses); payroll taxes or employee benefits; financing expense; Royalty; Ad Fund fees; software or license fees payable to third parties (like curricula, testing, and accounting and payroll software); or any other expense you, your advisors, or others may consider vital or necessary. This entry does not include any funds for any personal or living expenses you or your family may incur before or after you open the HLC, including, for example, rent or mortgage, utilities, car payments, and credit card payments.

This entry assumes you function as Center Manager and use part-time teachers. If you choose to hire other management or other personnel, you should make allowance for this additional expense. This entry does not include the costs for any full- or part-time personnel you hire to set up your Premises or its furniture, computers, or other contents.

You may have additional business expenses starting and operating the HLC. The working capital entry is a recommendation. It is not a representation of the amount you will need; you may need more working capital. The three-month period is not a representation of when you should expect to break even, if ever. Your start-up phase may be more than three months. Except for marketing deposits described in this note, all amounts paid to us are nonrefundable. Amounts paid to others typically are nonrefundable.

Optional amendment

The MicroSchool Amendment gives you the right to operate a MicroSchool within your Premises. Before you begin operating, you must buy a refrigerator ($1,000), lockers ($1,200), additional curricula ($2,250), and additional Chrome books ($4,500), a total of $8,950.

Your actual costs may vary. Higher totals may reflect inflation, shipping, taxes, and local construction pricing.

Item 8. Restrictions on Sources of Products and Services

This item presents your obligations to buy or lease goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items relating to establishing or operating the Franchised Business from us, our designees, or suppliers we approve.

Standards

You must meet our standards for services and products at the Franchised Business. We specify these standards in writing or in the “Huntington Manuals”, which consist of the Brand Standards Manual, Call Center Standards, Virtual Testing Standards, and Conference Services Standards. We impose requirements on franchisees to execute the MicroSchool Amendment; if we permit you to sign it and if you sign it, then you must meet our standards, including those in the Syllabus. All your staff and tutors must be employees; they must not be independent contractors.

You must buy, install, and use all items we specify. These items include fixtures, furnishings, equipment, graphics, supplies, advertising, software, technology, curricula, testing material, and interior and exterior signage. You must not install or use any item that does not meet our standards.

Except as described in this Disclosure Document, you may buy your furniture, equipment, and supplies from any vendor, if you comply with our standards. We charge you our related costs for you to secure approval to buy from alternative suppliers. We formulate and modify our standards by evaluating vendors’ products and services. If you want us to approve your use of any product or service not in the Huntington Manuals or Syllabus, you give us the information and samples we request, which we review

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according to our standards. We will notify you when we receive this information and these samples and when we approve or disapprove the submitted product or service. We complete our review within a reasonable period (usually 30 days) after we receive this information and these samples. We reserve the right to withhold approval of a supplier for any reason. You must not use any product or service we do not approve in writing. We do not make available our standards for vendor approval. We do not issue specifications or standards for goods and services. If a good or service no longer complies with our standards, we revoke our approval.

Optional amendment

You may operate a MicroSchool within your Premises, if you sign the MicroSchool Amendment.

Required purchases

We may designate one or more third parties (which we call "Designated Vendors" in this Item 8) to supply you with certain categories of products and services. You must purchase those categories only from Designated Vendors or from us or our affiliates, as we direct. We provide no material benefits to any franchisee based on such purchases or the use of Designated Vendors.

You must buy or license advertising materials, media, digital advertising, direct mail advertising, testing material, curricula, eCurricula, and accounting and payroll software from Designated Vendors. You must sign an agreement with a Designated Vendor to license its electronic test.

You must buy the following from us: Training and Technology Services, Call Center services, Conference Services, certain curricula and eCurricula, certain student materials, and the Start-up Package. If we introduce Virtual Testing, the Platform, or Added Software into the System, you must buy them from us. As of the Issuance Date, we are the sole approved supplier of these items; and none of our affiliates are approved suppliers of any items you must purchase in connection with the Franchised Business. You must purchase the IT Start-up Package from us, which consists of the following items:

Technology Item	
PC - Dell Pro Micro or better	HP printer toner cartridge for multifunction – magenta
Monitor – 20" LED Widescreen or better	HP printer toner cartridge for multifunction – cyan
Laptop - Dell Latitude or better	HP LaserJet high speed printer or better
Firewall – unlimited user, multi-zone security	HP printer toner cartridge for LaserJet
Wireless Access Point (WAP) with power over Ethernet injector	Printer cable - USB, 10' length
Power Over Ethernet (PoE) Injector for WAP	Tablet mobile device – Samsung Galaxy Tab or better
Battery backup - APC UPS or better	Extra-long tablet power adapter
Network cables - Cat5E, 10' length	Tablet enclosure and security cable
Network cable - Cat5E, 75' length	Table Counter Stand
HP multifunction printer/scanner/copier/fax	Chromebooks – HP 14" or better
HP printer toner cartridge for multifunction – black	Virus Protection – Bitdefender (1 Year Subscription)
HP printer toner cartridge for multifunction – yellow	Mobile-devices secure-storage and charging station

We make no express or implied warranty for any products, goods, or services we or others supply to you or that we recommend you use.

Insurance

Before you begin operations, you must purchase and maintain throughout the term of the Franchise Agreement at your expense all insurance required by all federal, state, municipal, and local laws for where your HLC is located. You should seek the advice of an independent risk management professional or insurance broker to determine any additional coverage you should have in place; you pay their fees. You may use any insurance company and any broker, providing you meet our current insurance

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requirements. Your insurance company must have an AM Best rating of at least A- ("A minus"). These are our minimum insurance requirements:

Minimum insurance requirements	
Type	**Description**
Company	The insurance company must have an AM Best rating of at least A-.
Commercial General Liability	$1,000,000 Each Occurrence and $2,000,000 General Aggregate to provide Bodily Injury and Property Damage including Products Liability, Personal & Advertising Liability, Tenant's Liability and Medical Payments. This policy must not have any exclusions for virus, bacteria, or pandemics unless not commercially available and must be on an occurrence form. In addition, there can be no Designated Location Endorsement on the policy and no exclusion for remote tutoring.
Automobile Liability	$1,000,000 Any One Accident to cover any auto used in your HLC, including owned, non-owned and rented/hired vehicles
Umbrella Liability	$1,000,000 limit excess of Commercial General Liability, Automobile Liability, Employer's Liability and Employee Benefit Liability
Property Insurance	This policy must cover 100% of the replacement cost of all build-out, furniture, fixtures, equipment, and inventory used in your HLC in which the franchisee has an insurable interest. This policy must include flood and/or earthquake coverage in special hazard zones and geographically prone areas.
Business Income & Extra Expense	This policy must have a limit of at least $300,000. It must cover royalties and Training and Technology Fees due to the Franchisor and Ad Fund payments due to the Huntington Advertising Fund.
Workers' Compensation and Employer's Liability	This policy covers Statutory Workers' Compensation for lost wages and medical payments for job related injuries and Employer's Liability of $1,000,000 for Bodily Injury by Accident (each accident); Bodily Injury by Disease (each employee) and Bodily Injury by Disease (policy limit) in each state in which the franchisee is operating in.
Employment Practices Liability	$500,000 limit to cover any wrongful employment acts, third-party liability for discrimination and harassment, including Wage & Hour Defense for at least $100,000 and include the Franchisor as an Additional Insured and Co-Defendant. This policy may not have any exclusions for pandemics or viruses, unless not commercially available.
Cyber Liability	$1,000,000 limit to cover all first and third-party cyber claims, including Ransomware, and Social Engineering Fraud for $100,000.
Professional Liability	$1,000,000 Each Claim and $2,000,000 Annual Aggregate to cover any wrongful act, error or omission or Educator's Legal Liability claim brought against you and/or us as a result of your professional services as a Huntington Learning Center® franchisee. This policy will be written on an Occurrence Form, unless not commercially available. If not commercially available, a Claims Made policy is acceptable and must include a two-year tail (extended reporting period) endorsement if this policy is cancelled or non-renewed due to cessation of your business operations as a Huntington Learning Center® franchisee. This policy may not have a retention or deductible greater than $5,000 Each Claim.
Sexual Misconduct Coverage	$1,000,000 Each Claim and $2,000,000 Annual Aggregate This policy will be written on an Occurrence Form, unless not commercially available. If not commercially available a Claims Made policy form is acceptable and must include a two-year tail (extended reporting period) endorsement if this policy is cancelled or non-renewed due to cessation of your business operation as a HLC franchisee. This policy may not have a retention or deductible greater than $5,000 per claim.

We reserve the right to require coverage post termination on any policy required by this section.
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Each of your insurance policies and all certificates of insurance covering the Franchised Business must name Huntington Learning Centers, Inc. and its affiliates and its and their respective present and past officers, directors, partners, agents, and employees as additional insured (except for Workers' Compensation and, except as described above, Employment Practices Liability Insurance or EPLI) and must provide that we be given at least 10 days' written notice of any termination, amendment, cancellation, or modification of any of your policies.

You must provide us and our designee with certificates of insurance evidencing such insurance immediately upon our written request and (a) no later than 10 days before you begin operating the Franchised Business; (b) after any modification of, addition to, or deletion from, this insurance; (c) within 60 days after the end of each calendar year; (d) upon renewal of this insurance; and (e) 30 days before this insurance's expiration date.

Your obligation to obtain and maintain the insurance in the amounts specified above or otherwise in writing will not be limited in any way by reason of any insurance that we may maintain. You must obtain and maintain this insurance at your expense. We can modify, add to, or delete from, these insurance requirements from time to time in writing. We do not represent this insurance will insure you against any insurable risk. You may choose to obtain insurance in addition to the minimum we require.

If you do not obtain or maintain this insurance, we may obtain it for you and you must pay us our related costs.

Revenue or benefits from sale or lease of products and services

Total revenue for the year ended December 31, 2025, was $23,315,267, of which we derived approximately 33% or $7,762,979 from franchisees for purchases or leases of products or services as follows: Accreditation fees totaling $120,750; Call Center and Conference Services fees totaling $3,764,547; Curricula totaling $866,644; Marketing mailings and materials totaling $639,253; and Training and Technology fees totaling $2,371,785.

We negotiate purchase arrangements with suppliers, including price terms, for our benefit and the benefit of our franchisees. We have no purchasing or distribution cooperative. Our officers own an interest in us and Huntington Learning Corporation.

In fiscal 2025, we received $173,334 in rebates or other consideration from designated suppliers. We are not obligated to pass on these benefits to franchisees.

Except as described in this item, no vendor makes any payment or rebate to us or our affiliates because of transactions with franchisees. We or our affiliates may profit or receive payments, commissions, discounts, or other material considerations or allowances from your purchases or leases of products and services. Some vendors permit us to pay after they deliver the service or product but may require you to pay in advance. Some vendors pay us a portion of the payment you make to them or contribute goods, services, or sponsorships to our meetings. Vendors who display at our Convention pay us a fee. Where permitted by applicable law, we or our affiliates may retain those profits, payments, rebates, discounts, or allowances for our own accounts, with no obligation to provide any benefits to you.

The following is our estimate of the total cost of products and services you will buy or lease from us or our affiliates for establishing the Franchised Business, excluding initial franchise and license fees you pay us: We estimate these costs will be 11% and 7% of the lower and upper totals in the table in Item 7, respectively. We estimate the cost of products you will buy or license from us or our affiliates after you open the Franchised Business will represent less than 5% of your overall purchases in operating it.

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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 Disclosure Document.

Abbreviations used in the following table			
Item	**Abbreviation**	**Item**	**Abbreviation**
Franchise Agreement	Franchise	Territory Amendment	Territory
MicroSchool Amendment	School	Royalty Amendment	Royalty

	Obligation	Paragraph in Agreement		Disclosure Document Item
a.	Premises selection and acquisition / lease	Franchise: 2, 4 Royalty: None	Territory: None School: 7	6, 11, 12
b.	Pre-opening purchases / leases	Franchise: 4, 8, 15 Royalty: None	Territory: None School: 7	5, 6, 7, 8
c.	Premises development and other pre-opening requirements	Franchise: 2, 4, 8, 13 Royalty: None	Territory: None School: 6	6, 7, 11
d.	Initial and ongoing training	Franchise: 3, 6, 7, 15 Royalty: None	Territory: None School: 7	7, 11, 15
e.	Opening	Franchise: 4 Royalty: None	Territory: None School: 7	11
f.	Fees	Franchise: 1, 3, 4, 6, 7, 8, 11, 12, 14, 15, 16, 18, 19, 24 Royalty: None	Territory: 3 School: 4	5, 6, 7
g.	Compliance with standards and policies / Huntington Manuals	Franchise: 1, 3, 4, 5, 7, 8, 10, 11, 12, 14, 15, 19 Royalty: None	Territory: None School: 7	8, 11
h.	Trademarks and proprietary information	Franchise: 9, 10 Royalty: None	Territory: None School: None	13, 14
i.	Restrictions on products / services offered	Franchise: 8 Royalty: None	Territory: None School: 7	8, 16
j.	Warranty and customer service requirements	Franchise: 8, 26 Royalty: None	Territory: None School: 7	11
k.	Territorial development and sales quotas	Franchise: 26 Royalty: None	Territory: None School: None	6, 12
l.	Ongoing product /	Franchise: 8, 15	Territory: None	8, 16

	Obligation	Paragraph in Agreement		Disclosure Document Item
	service purchases	Royalty: None	School: None	
m.	Maintenance, appearance, and remodeling requirements	Franchise: 3, 4, 8, 15 Royalty: None	Territory: None School: 7	11
n.	Insurance	Franchise: 13 Royalty: None	Territory: None School: 7	6, 8
o.	Advertising	Franchise: 6, 12, 15 Royalty: None	Territory: 2 School: 8	6, 11
p.	Indemnification	Franchise: 19 Royalty: None	Territory: None School: 24	6
q.	Owner's participation / management / staffing	Franchise: 8 Royalty: None	Territory: None School: 7	11, 15
r.	Records / reports	Franchise: 11, 19, 22 Royalty: None	Territory: None School: 7	6
s.	Inspections / audits	Franchise: 11, 12, 14 Royalty: None	Territory: None School: 7	6
t.	Transfer	Franchise: 4, 6, 11, 14, 22 Royalty: 2, 6	Territory: 3, 4 School: 12, 1	6, 17
u.	Renewal	Franchise: 3, 4, 6, 11 Royalty: 6	Territory: 4 School: 12	11, 17
v.	Post-termination obligations	Franchise: 16, 17, 25, 26 Royalty: 8	Territory: 6 School: 19, 20	17
w.	Non-competition covenants	Franchise: 16, 17 Royalty: None	Territory: None School: 16	17
x.	Dispute resolution	Franchise: 24 Royalty: None	Territory: None School: None	17

Item 10. Financing

We do not offer direct or indirect financing. We do not guarantee your note, lease, or obligation.

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Item 11. Franchisor's Assistance, Advertising, Computer Systems, and Training

Except as listed below, we are not required to provide you with any assistance.

Our pre-opening obligations to you

Before you open the Franchised Business, we will provide you with the following assistance:

1 **Site Selection Area**. Before you sign the Franchise Agreement, you and we agree on a site selection area (the "Site Selection Area") within which you lease or purchase the Premises from a third party. The Site Selection Area is a geographic area that is a circle with a one-mile radius centered on an agreed-upon physical address. (Franchise Agreement, Paragraphs 4 and 5)

2 **Locating a site and negotiating purchase or lease of the Premises**. After signing the Franchise Agreement, you find a site for the Premises within the Site Selection Area and send us information about it. (Franchise Agreement, Paragraphs 4 and 5) We approve a proposed site for the Premises if the site meets our standards, you are not in default of the Franchise Agreement, and you do not owe us any past-due amount. (Franchise Agreement, Paragraph 4) Our standards include following: (a) Do not lease the Premises on a month-to-month basis; (b) Do not use your home or any other residential property as your Premises (c) Premises must be safe and convenient for staff, students, and parents; (d) Premises must be in a 1st floor retail location, a 2nd floor above a retail location, or a professional office; (e) Premises must be at least 1,200 usable square feet measured from inside wall to inside wall and excluding supporting and other columns (if your Royalty rate is 8%, the minimum is 1,600 square feet); (f) Premises must contain a bathroom; (g) Premises must be in contiguous space all on one floor; (h) Premises must have signage on or near the building's exterior; (i) Premises must have adequate, well-lit adjacent or nearby parking; and (j) You must not use the Premises for any business other than that of a HLC.

You must identify a location for the Premises, obtain our approval, and lease or acquire it within 90 days after the Agreement Date. (Franchise Agreement, Paragraph 4) You may request an extension of this 90-day period and, if we grant it, you must sign our general release, to the extent not prohibited by applicable law. The extension's duration will be 30 days or less. (Franchise Agreement – Paragraphs 4 and 15). If you and we cannot agree on a site within the required time period, then you must pay us the non-monetary default fee shown in Item 6 for each day you have not signed a lease at a location that we approve.

You pay all expenses in connection with the Premises and its lease and construction, including those related to real estate professionals, attorneys, architects, permits, contractors, builders, and licenses. (Franchise Agreement, Paragraph 4) We recommend you engage multiple real estate professionals to assist you in finding and evaluating a location. We recommend you consult with an attorneys or other professionals about your Premises lease and all other documents associated with this franchise.

3 **Constructing and decorating the Premises**. We will provide you with design specifications for a prototypical Franchised Business for adaptation by you. You must use a licensed architect to develop its construction plans (based on generic plans we provide to you), construct it to our standards, conform it to local ordinances and building codes, and obtain any required permits. (Franchise Agreement, Paragraphs 4 and 5)

4 **Equipment, signs, fixtures, opening inventory, supplies**. You must buy, install, and use all items we

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specify, including fixtures, furnishings, equipment, graphics, supplies, advertising, software, technology, curricula, testing material, and interior and exterior signage. We provide you with the names of approved suppliers and a list of products and services we require you use at the Franchised Business, including educational materials and the suppliers we require or suggest you use. (Franchise Agreement, Paragraphs 4, 5)

We deliver the items in the Start-up Package, which includes marketing, educational, and IT material and their specifications. (Franchise Agreement, Paragraph 6) You install these items. The Marketing Start-up Package supports your initial marketing efforts and offers marketing support beginning before you open the Franchised Business and concludes after your first month of operation. The Educational Start-up Package includes tutoring and test prep materials, such as student testing folders and binders, Huntington Math Placement Exam and math pre- and post-tests, Huntington Writing Program materials, answer sheets, operational and staffing forms, ACT and SAT student workbooks, retail books, response sheets, and practice sheets. The IT Start-up Package includes computers, monitors, tablets, printer, toner, firewall, cables, ChromeBooks, Microsoft Office, virus protection, spam filtering, charging station, and QuickBooks Online (excluding QuickBooks' monthly license fees to Intuit).

5 **MicroSchool**. If you open a MicroSchool within the Premises, you must acquire certain equipment described in Item 7 and comply with government requirements regarding the Premises.

6 **Training and Technology Services**. We will license you our Training and Technology Services, which consist of: (a) Use of the Phone Number; (b) use of the Software; (c) use of HLCMail.com email addresses; (d) use of our proprietary math, study skills, writing, phonics, and Test Prep programs; (e) use of licensed digital testing material and curricula; (f) use of online scheduled initial training; (g) use of two seat licenses in our Online Training Facility for your full-time staff and tutors; (h) use of Video Chat Software licenses; (i) use of a page on our Website for your Franchised Business's information; (j) attendance for up to four attendees at our convention; (k) accreditation fees, excluding our and accreditor out-of-pocket costs; (l) use of our Help Desk; and (m) LCOS restoration support. (Franchise Agreement, Paragraphs 2, 5, 6, and 12)

7 **Hiring and training employees**. We provide unlimited initial training for your part- and full-time employees. You are responsible to hire and train your employees for the work they perform for you. You are responsible for them and for all issues related to them in connection with your Franchised Business. Other than the rights reserved in the Franchise Agreement, we reserve no actual or apparent authority over them or any issue related to them. Since we are a franchisor and do not operate any HLCs, all your employees perform work that is outside our usual course of business.

8 **Time to open**. Time to open the Premises depends on many factors, including location selection, your ability to obtain and negotiate a lease, financing, building permits, zoning and local ordinances, weather conditions, shortages or delayed installation of equipment or signs, Premises design and construction, strikes, unexpected events (such as COVID), training, inventory, and unavoidable delays. A total of 7 HLCs opened between 2022 and 2025. The average time they took to open was 7.0 months, the median was 8.0 months, ranging between 4.1 and 11.8 months, based on a small number of HLCs from a limited geographic area during a limited period of time. The time it takes you to open your HLC may be shorter or longer.

9 **Initial training**. We provide initial training through our Online Training Facility at no charge to you, since it is part of Training and Technology Services. Our initial training trains your Owners, full-time staff, and tutors to implement our Brand Standards and to ensure HLC customers receive consistency in products, services, and customer experiences. Franchisees must attend all of

Franchisee Initial Training (FIT) and your full-time staff must attend Huntington Initial Training (HITP) and each must complete it to our satisfaction. We do not maintain separate training facilities for our affiliates. If you or your staff member do not complete initial training successfully, we may require that trainee to reattend initial training. (Franchise Agreement – Paragraph 7)

We offer FIT and HITP throughout the year. FIT consists of three components, FIT-1, FIT-2, and FIT-3. You must attend each component. We conduct FIT-1 during one week and FIT-2 and FIT-3 each over two weeks, Monday through Friday, of online, instructor-led training, as follows:

FRANCHISEE INITIAL TRAINING (FIT)				
Subject	**Hours of Virtual Instructor-Led Classroom Training**	**Hours of Online Modules**	**Hours of Virtual Meetings**	**Total Hours of FIT Training**
Curricula and Instruction	12	10	-	22
Management	16	1	-	17
Marketing	12	4	-	16
Operations	60	22	15	82
Staffing	10	-	-	10
Total	110	37	15	147

Our initial training employs volumes of written and electronic-based online training that includes phone and video conferences, role playing, video modules, phone and video conferences, and homework before, during, and after initial training, as well as evaluations. Maura Shannon supervises the training program; we describe her experience in Item 2.

We do not charge for FIT or HITP, since each is part of Training and Technology Services. You pay travel, living expenses, and related costs for training program enrollees.

Training requirements. Your Primary Owner must complete FIT to our satisfaction in the manner and at the location we determine. If you are a New Franchisee, your Primary Owner must complete FIT before the Opening Date. If you are a Transfer Franchisee, your Primary Owner must complete FIT no later than 90 days after the Agreement Date. (Franchise Agreement, Paragraph 7).

For the purposes of this paragraph, we refer to any of your employees who teaches students as a "teacher". All your teachers must comply with our requirements, which include the following: (a) Teachers must have been awarded a bachelor's degree from an accredited 4-year college; (b) Teachers must complete our teacher training program within the earlier of 90 days after you hire them or before they perform any HLC-related activity; (c) Learning Center teachers must be, or have been, certified as a teacher by any state. But, if they do not hold, or never have held, state teacher certification from any state, then, in addition to our teacher training program, they must complete our teacher certification program; (d) Your teachers must be able to use our Software. We can impose additional requirements for your teachers in connection eTutoring, including: (1) The appearance of the physical location in which the teacher provides eTutoring; (2) The teacher's video background; (3) The technology and equipment the teacher uses to provide eTutoring; and (4) The teacher's dress and appearance.

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Our continuing obligations to you

During your operation of the Franchised Business, we provide you with the following assistance:

1 **Advice**. We will provide you with advice about the operation of the Franchised Business and delivery of services. (Franchise Agreement – Paragraph 5)

2 **Our proprietary programs**. We will provide you with access to our proprietary math, study skills, writing, phonics, and Test Prep programs. We will offer to sell you materials owned by, or licensed to, us. (Franchise Agreement – Paragraph 5)

3 **Sales Support Services**

Our Sales Support Services consist of Call Center services, Virtual Testing, and Conference Services:

Call Center. We will provide you with Call Center Services during the term of the Franchise Agreement (Franchise Agreement, Paragraph 5). The Call Center is a remote, cloud-based contact center whose agents respond to inquiries to your HLC's advertised phone number and Phone Number (800 CAN LEARN). Its skills-based routing software directs callers to agents who discuss the program believed most appropriate, gather information, and attempt to schedule an academic evaluation. Agents enter this information into our proprietary software, which transmits an electronic copy to you. As of the Issuance Date, the Call Center is staffed 77.5 hours per week Monday through Saturday. It opens additional hours on some Sundays in January, February, and June and closes Christmas Day, Easter Sunday, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Thursday, and New Year's Day. This schedule is subject to change.

Virtual Testing. Virtual Testing means we conduct your initial tests remotely. We will provide you with Virtual Testing while your Virtual Testing license is in effect. We anticipate introducing Virtual Testing in 2026 or 2027. (Franchise Agreement, Paragraph 5).

Conference Services. Conference Services consists of Virtual Conferencing (we conduct your initial conferences remotely) and Coaching (we prep you to conduct initial conferences). We will provide you with Conference Services while your Conference Services license is in effect. (Franchise Agreement, Paragraph 5)

We deliver the Kick Start Marketing Program, which we describe below in this item.

4 **Prices**. We can specify a retail price or set minimum or maximum prices for the services that you sell to the extent permitted by applicable law. (Franchise Agreement – Paragraph 8).

5 **Hiring and training employees**. You are responsible for your employees, including hiring and training them and for all issues related to them. All individuals who perform any work in connection with your Franchised Business must be employees and not independent contractors. Other than the rights reserved in the Franchise Agreement, we reserve no actual or apparent authority over them or any issue related to them. Since we are a franchisor and do not operate any HLCs, all your employees perform work that is outside our usual course of business.

6 **Training**. We will offer your Owners and full- and part-time staff and teachers initial training through our Online Training Facility. (Franchise Agreement, Paragraph 7)

Online Training Facility. Our Online Training Facility is a web-based facility that hosts over 430 online modules. Since first making this facility available in 2009, users viewed these modules over 190,000 times. Since we began surveying users in 2013, users completed over 91,000 surveys. Over 84% of respondents indicated that its content is useful and would recommend it to others.

7 **Bookkeeping and accounting; ProfitKeeper**. You must use the accounting and payroll software we designate, currently Intuit's QuickBook's Essentials online accounting software and its Core payroll online software. You must use our chart of accounts. We deliver QuickBooks Online as part of our Training and Technology Services; you pay its fees. You must connect your QuickBook's account to ProfitKeeper, which reports certain revenue and expenses to us. (Franchise Agreement, Paragraph 11)

8 **Training and Technology Services**. We provide you access to our Training and Technology Services, which we describe in the above section. (Franchise Agreement, Paragraphs 2, 6, and 12)

9 **Marketing portal**. We will provide you with access to our marketing portal, which we call eve. (Franchise Agreement, Paragraph 12). Materials include digital, audio, video, print, direct mail, etc.

If you receive a notice for a default that cannot be cured, fail to cure a default after notice within the required time period, or owe us any past-due amount, we can limit the services or benefits permitted or required to be provided to you under the Franchise Agreement, either temporarily or permanently. We may reinstate any of these services or benefits at any time and you must accept them. If we limit any services or benefits as described in this paragraph, you continue to pay all fees required under the Franchise Agreement and other agreements, including any fees associated with services or benefits we limit. You have no right to a refund of any fees paid in advance or otherwise for those services.

Your marketing

You develop, implement, manage, and pay for your marketing. You must advertise solely within your CoOp's geographic area. You must spend a minimum of $57,000 per calendar year to promote Huntington Services and eTutoring using direct mail, newspapers, magazines, Internet, blogs, webinars, and television, radio, cable stations, etc.; and, of this amount, you must spend a minimum of $2,000 per month. You promote Contract Services by researching opportunities for Contract Services and by soliciting Public Entities to provide these services. We develop your marketing materials and make them available through eve, which is our marketing portal. You may use your own marketing materials, if we approve them in advance. Payments for certain items do not count towards this minimum spending on advertising Huntington Services and eTutoring, including payments in connection with Huntington Advertising Fund, Contract Services Advertising Fund, MCP, school and merchant visits and other ground marketing, scholarships or discounts you may offer, and employee compensation. We do not have a franchisee advertising council to advise us on advertising policies. (Franchise Agreement – Paragraph 12)

Kick Start Marketing Program

The Kick Start Marketing Program is a mandatory marketing support program we provide to help new and transfer HLCs kick start their marketing effort. Program duration is approximately six months and consists of (a) developing and launching the Franchised Business's Pay Per Click (PPC) program, (b) conducting monthly direct mail campaigns, (c) creating and placing an organic Facebook post, (d) providing a public relations announcement, (e) training in how to conduct a marketing program, (f) developing a 12-month marketing plan (budget, target keywords, direct mail dates, ZIP Codes); and (g) transitioning these marketing responsibilities from being fully managed by us to being supported by you. We may change the Kick Start Marketing Program and its components from time to time. When you sign the Franchise Agreement, you pay us $28,500, which we spend on this program. If we do not spend the full amount within six months, then, at our option, we may continue the program until we spend the full amount on your marketing or refund the unused balance to you. You may not use the Kick Start Marketing Program to pay any fees your CoOp may impose.

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New Franchisees. We begin the Kick Start Marketing Program for New Franchisees after the Premises receives a Certificate of Occupancy.

Transfer Franchisees. We begin the Kick Start Marketing Program for Transfer Franchisees after signing the Franchise Agreement.

Other Franchisees. Franchisees who are renewing their franchise, franchisees who are opening an additional franchised business, and franchisees who are splitting their territory or exclusive area do not participate in the Kick Start Marketing Program.

Marketing Start-up Services

These services provide the following marketing support concurrently with the Kick Start Marketing Program: (a) developing a 12-month marketing plan (budget, setting goals, seasonal tactics, target keywords, direct mail dates, ZIP Codes); (b) training in how to conduct a marketing program, and (c) transitioning marketing responsibilities to you. The fee for these services is $4,000.

Marketing Materials Start-up Package

These materials support your initial marketing efforts. For new franchisees, we ship these materials to your HLC in about 4 separate shipments 2-3 weeks after you and your landlord sign your lease. For transfer franchisees, we ship these materials to your HLC 2-3 weeks following execution of the franchise agreement. The fee for the start-up package is $2,247.

Marketing Communication Program

The Marketing Communication Program ("MCP") has four components: The Solicitation Program is a series of campaigns to encourage former clients to enroll or re-enroll; the Referral Program is a series of campaigns to encourage current clients to refer a friend; the Weekly Client Email Program is a weekly communication to current enrollees; and the Educator Program is a series of communication campaigns to educators. In conjunction with the Solicitation Program we offer an optional Outbound Calling Program by which the Call Center conducts follow-up phone calls. Each Solicitation and Referral campaign consists of direct mail, email, Facebook ad, and text message (depending on the data you enter in the Software) that we send 2 to 4 times per month. When you sign the franchise agreement, you must deposit $2,000 with us and you must begin spending a minimum of $100 per month on this program when you begin operating the Franchised Business.

During 2025, 214 franchise HLCs spent an average of $2,195 on one or more Marketing Communication Programs and generated average revenue of $49,218 per HLC, a 2142% return.

CoOp

When you sign the Franchise Agreement, you become a member of a CoOp. We typically base CoOp membership on the area of dominant influence (an "ADI") in which a HLC is located. An ADI is the geographic area surrounding a city in which the city's broadcasting stations account for a greater share of the listening or viewing households than broadcasting stations based in nearby cities. You begin contributing to your CoOp when you open or acquire the Franchised Business. We credit any fees you pay to your CoOp to advertise Huntington Services and eTutoring to your minimum advertising requirement, to the extent they do not exceed it. The CoOp's bylaws govern how it operates and members may review these bylaws. The CoOp may prepare annual or periodic financial statements and, if it does, its members may review them. A majority vote determines contributions, except as otherwise provided by the CoOp's bylaws. Each HLC in good standing has one vote. There is no minimum or maximum contribution amount. We can form, change, dissolve, or merge CoOps. We recommend you contact your CoOp, request copies of its bylaws and minutes, and determine its

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activity and contributions. Company-owned Centers contribute to their CoOp on the same basis as franchise centers; Company-owned Centers participate equally and have no controlling voting power in any CoOp.

Website and Networking Media Sites

We operate the website, HuntingtonHelps.com (the "Website") for our benefit and the benefit of our brand. We provide a page on our Website for your Franchised Business's information. You personalize it and keep it up to date. You may not use any other website that relates to your Franchised Business or refers to, or uses, our Marks. For our benefit and the benefit of our brand we have accounts on networking websites or electronic communications portals, such as Facebook and online blogs. If you establish an account on any networking website or electronic communications portal, you must comply with our Brand Standards.

Huntington Advertising Fund

The Huntington Advertising Fund pays the expenses of promoting and enhancing the value, public recognition, and acceptance of the Marks in connection with Huntington Services and eTutoring. Huntington Advertising Fund, Inc. administers this fund. Its Board of Directors consists of five members elected by franchisees for two-year terms and five members we appoint. You, our other franchisees, and Company-Owned Centers contribute 2% of their Huntington Services Revenue and eTutoring Revenue to the Huntington Advertising Fund, although Company-Owned Centers are not required to do so. An outside accountant prepares the fund's non-audited financial statement, which is available upon request. We have used an in-house advertising department and an outside agency to create and place advertising. The fund may accumulate monies not spent in the year in which they accrue. We use a minimal amount of the fund's monies (less than 1%) for franchise sales.

During 2025, the Huntington Ad Fund spent 29.0% of its expenditures on media placement, 56.5% on production, and 14.5% on administrative expenses.

Contract Services Advertising Fund

The Contract Services Advertising Fund pays the expenses of promoting and enhancing the value, public recognition, and acceptance of the Marks in connection with Contract Services. You and our other franchisees contribute 2% of your and their Contract Services Revenue to the Contract Services Advertising Fund. Company-Owned Centers do not contribute to it. We administer this fund and develop its financial statement, which is available upon request to those who contribute to it. We have used both an in-house advertising department and an outside agency to create and place advertising. The fund may accumulate any monies not spent in the year in which they accrue. We use a minimal amount of its funds (less than 1%) for franchise sales.

During 2025, the Contract Services Ad Fund spent 6.5% of its expenditures on media placement, 6.6% on production, and 86.9% on administrative expenses.

MicroSchool Advertising Fund

The MicroSchool Advertising Fund pays the expenses of promoting and enhancing the value, public recognition, and acceptance of the Marks in connection with MicroSchools. You and our other franchisees contribute 2% of your and their MicroSchool Revenue to the MicroSchool Advertising Fund. Company-Owned Centers do not contribute to it. We administer this fund and develop its financial statement, which is available upon request to those who contribute to it. We expect to use both an in-house advertising department and an outside agency to create and place advertising. The fund may accumulate any monies not spent in the year in which they accrue. We expect to use a minimal amount of its funds (less than 1%) for franchise sales. During 2025, the MicroSchool

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Advertising Fund neither collected nor disbursed any funds.

We provide an annual summary of receipts and expenditures to franchisees for the Huntington Advertising Fund, Contract Services Advertising Fund, and MicroSchool Advertising Fund. An independent accountant compiles the summary for the Huntington Advertising Fund. We compile the summary for the Contract Services Advertising Fund and MicroSchool Advertising Fund. Surpluses carry over to future periods; deficits may be funded by us and recouped from future contributions.

Technology

Our proprietary software (which we call the "Software") consists of LCOS and eCenter. We license it to you as part of Training and Technology Services. This Software performs certain functions associated with student management and learning management systems, including support of marketing, inquiries, scheduling, student information, student evaluation, student instruction, student record keeping, student attendance, student billing, cash receipts, accounts receivable, scheduling, curricula management, management reports, and other aspects of HLCs. We may introduce "Added Software", which is software we may own or license from third parties into the System; it may include software for customer relationship management, scheduling, and text messaging. We will introduce the "Platform" in 2026, which is a technology platform that will contain an AI avatar. If we add Added Software or the Platform, you will pay us and third parties initial and on-going fees for their use; and you may incur additional costs associated with both Added Software and the Platform. (Franchise Agreement – Paragraph 8)

You must buy the IT Start-up Package from us. We describe the package in Item 8 and its cost in Item 5. You must maintain your technology and pay for its maintenance. We recommend you obtain a maintenance contract for third-party technical support. Such contracts typically cost 20%-30% of the purchase price and typically cover hardware, updating, and support. After installation, you typically incur about 35 hours per year of hourly technical support not covered by such a contract; it costs about $110-$150 per hour. You typically replace hardware and software every two to three years. You must obtain, install, and maintain primary and standby backup Internet connections that meet our standards. If we cannot connect to your equipment to support or exchange data, we may charge related costs or we may terminate use of the Software. You must backup your LCOS daily. If you lose your LCOS data, do not have a backup copy, and ask our assistance, we attempt to restore your data as part of our Training and Technology Services. You must obtain, install, and maintain the hardware and software we require in the Huntington Manuals and in writing, including computer and related systems, telecommunications, audio, video, camera, hardware, software, and firmware; telephone software and local and remote access lines; fax machine, efax, document scanner; and high-speed primary and backup internet access. (Franchise Agreement, Paragraph 8)

We can modify the Software, eCurricula, the Platform, any Added Software, and all other hardware and software we require or permit you to use in connection with the Franchised Business. We can require you to purchase, lease, or license new or modified computer hardware and telephone systems. There are no contractual limitations on the frequency, extent, or costs of these modifications. You have no right to modify any of our technology, including the Software, eCurricula, the Platform, and any Added Software. (Franchise Agreement – Paragraph 8)

Except for your financial, accounting, employee, human resource, and payroll data, we own all electronic and non-electronic data developed or derived in connection with the Franchised Business. You must give us independent access to your data, including your financial and accounting data, but excluding your employee, human resource, and payroll data; there are no contractual limitations on our right to access, record, or use this data. (Franchise Agreement – Paragraph 8)

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Other than as described in this Item 11, we, our affiliates, and third parties have no obligation to provide ongoing maintenance, repairs, upgrades, or updates to your computers or any of your computer-related systems, hardware, or software.

Manuals

We will provide you with electronic access to the Huntington Manuals, which consist of the Brand Standards Manual, Call Center Standards, Virtual Testing Standards, and Conference Services Standards and include descriptions of marketing techniques, operational procedures, business practices, and management methods for the Huntington System, Call Center, Virtual Testing, and Conference Services. If you sign the Micro School Amendment, we will provide you with electronic access to the Syllabus, which presents requirements for subjects taught, curricula used, instruction, assessment, grading, calendars, policies, parent/guardian interaction, staffing, and the facility. We provide you with electronic access to modifications, additions, and deletions to the Huntington Manuals (Franchise Agreement – Paragraph 5). You access them through a password protected Website. The Table of Contents to the Huntington Manuals as of the end of our last fiscal year is shown on Exhibit F.

Item 12. Territory

Site Selection Area

If you do not have a leased Premises when you sign the Franchise Agreement, then, before you sign the Franchise Agreement, you and we agree on a site selection area (the "Site Selection Area") within which you locate the Premises. The Site Selection Area is a geographic area that is a circle with a one-mile radius centered on an agreed-upon physical address. If the site meets our standards, we approve it for the Premises. We do not grant any rights of first refusal.

Protected area

If you are a New Franchisee, we grant you an Exclusive Area about your Premises. If you are a Transfer or Subsequent Franchisee, your Premises already is in an Exclusive Area or a Territory. An "Exclusive Area" is a circular geographic area centered on the Premises with a radius between zero and three miles. Typically, we exclude metropolitan areas and low-income areas from it. The radius may be zero, if, for example, the Premises is in or near a metropolitan area, a densely populated area, or a low-income area, as we determine. A "Territory" is a geographic area with political or physical boundaries. Transfer and Subsequent Franchisees with a Territory may keep it if they sign a Territory Amendment (the sample form of which is in Exhibit D) concurrently with the Franchise Agreement.

What is not exclusive: eTutoring; Contract Services with Public Entities; brand/national digital marketing (websites, social media, brand campaigns); technology (Training and Technology Services, Software, Platform, Added Software, eCurricula); Call Center lead handling/routing; Virtual Testing, Conference Services, and national accounts.

Minimum requirements

Continuation of exclusivity of your Exclusive Area or Territory does not depend on achieving any sales volume, market penetration, or other contingency, except your Gross Revenue from Huntington Services and eTutoring must exceed $350,000 for each 12 full-month period after your 1st anniversary after opening the

Premises; if it does not, we can reduce the size of your Exclusive Area, terminate the Franchise Agreement, open or license a HLC within the Exclusive Area, or terminate your eTutoring or Contract Service licenses.

Relocation

If you wish to relocate the Premises, you must comply with our Relocation Policy, which currently is: You request permission to relocate the Premises; you may relocate only with our prior written approval; you may relocate only within your Exclusive Area; you may not relocate within 2 miles of the Exclusive Area's boundary; the Premises must comply with our standards; you must not be in default of the Franchise Agreement; you must not owe us any past-due amount; and you pay us a $500 relocation fee and our related costs. If you have a Territory, we also require you relocate only within the Territory's population or geographic center, as we determine. If you converted a Territory to an Exclusive Area, you must comply with the policies for both Territories and Exclusive Areas. We can refuse relocation, if you do not comply with our Relocation Policy, wish to relocate within three years of a previous relocation, are in default of any agreement with us, or owe us or any of our affiliates any past due amounts or reports.

Restrictions on you for soliciting or accepting orders from customers

If you have an Exclusive Area, you may solicit customers solely within your CoOp's geographic area, including the exclusive areas and territories of any other franchisees within your CoOp. If you have a Territory, you may solicit customers solely within your Territory's geographic area.

You may provide Huntington Services, eTutoring, and Contract Services for customers only while they are at a location in the United States. New Franchisees who have opened a Premises and Transfer Franchisees and Renewal Franchisees may provide Huntington Services for customers only while they and their teachers are physically present in the Premises.

You may use the Internet to advertise only in full compliance with the Franchise Agreement and the Brand Standards Manual.

If you operate a MicroSchool, you must provide all its instruction in-person in your Premises or in gyms, playgrounds, libraries, museums, or similar locations near the Premises; and you must not provide any MicroSchool instruction online.

Our rights

Outside your Exclusive Area, we and our franchisees and affiliates can offer any products and services of any kind (including Huntington Services, eTutoring, and Contract Services) without restriction under the Marks or other marks; and can establish other businesses and systems without restriction using any marks for any products and services (including the mark, Huntington Learning Center® and our other Marks), including Huntington Services, eTutoring, and Contract Services, and grant licenses, without providing any rights to you, regardless of their proximity to the Franchised Business.

We and our affiliates can market, sell, and distribute and license others to market, sell, and distribute in any manner without restriction at any time and at any location (including within the Site Selection Area and Exclusive Area (or Territory)) any educational products or services of any kind to any person using the Marks or other trademarks or service marks, through any channel of distribution. We and our affiliates and franchisees can provide without restriction services and products at any location (including within the Site Selection Area and Exclusive Area (or Territory)) that are the same as, or similar to, Huntington Services, eTutoring, and Contract Services, in connection with any program offered or funded by any private, governmental, or other individual or entity (including under the Every Student Succeeds Act, as amended, and the Individuals with Disabilities Education Act, as amended) to any individual, organization, school, doctor, psychologist, or agency.

We can acquire, merge with, or otherwise affiliate with, and thereafter own and operate, and license others to own and operate, without restriction, any educational business or other business of any kind, including any business that offers products or services the same as, similar to, and competitive with, Huntington Services, eTutoring, and Contract Services under the Huntington System or using the Marks or any other system or trademarks or service marks. We can be acquired by any educational or other business, which business may offer products or services the same as, similar to, and competitive with, Huntington Services, eTutoring, or Contract Services; and we can require you to convert the Huntington System and Marks to the system and marks of an acquiring educational business at your expense.

We can use our Websites and Networking Media Sites without restriction at any location (including within the Site Selection Area and Exclusive Area (or Territory)) to offer, and to license to others to offer Added Software, the Platform, Call Center services, Virtual Testing, Coaching Services, Video Conferencing, eCenter, eCurricula, online prep, online tutoring, Public-Private Partnership, Training and Technology Services, and any programs we may be testing.

Item 13. Trademarks

The Franchise Agreement grants you the right to operate a Franchised Business under the Huntington Learning Center® trademark. We also may authorize or require you use other current or future trademarks to operate your Franchised Business.

You must follow our rules when you use our Marks. You must not use any of our company names or Marks as part of an entity name (for example, for a corporation, limited liability company (LLC), or partnership) email address, electronic identifier, Internet domain name, or on any human resource documents or materials. You must not use any of our company names or Marks with modifying words, designs, or symbols, except for those we license to you. Among other things, your business entity's name may not include any of our company names or Marks or any variation of them and you must not use your name in connection with our trademarks in advertising your Franchised Business (for example, "John Smith's Huntington Learning Center®"). You must not sell (and may not use any of our company names or Marks in connection with) any product or service or in a manner we do not authorize in advance in writing.

In the adoption of any name in connection with the Franchised Business, including any name for any legal entity or Domain, you must not use any of the Marks or any variations them. In addition, you must not use any of the following words: "Huntington", "Learning", "Center", "Exam", "Online", "Home", "HLC", "NCLB", "Prep,", "Can", "Learn", "Provider", "School", "Service", "Solution", "Supplemental", "Test", "Tutor", "Tutoring", "Your", or "YTS". You must not use any of these words in any combination, whether singular or plural, whether with or without prefix or suffix, whether in the English language or any other language.

You will have the right under the Franchise Agreement to use the Marks only to operate your Franchised Business and not for any other purpose or in any manner that we have not authorized in writing. You may use our Marks on vehicles only with our prior written consent and subject to our requirements for that kind of usage.

Huntington Mark, LLC (which we call "Huntington Mark"), owns the following marks, which are registered on the Principal Register. We have filed all required affidavits.

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Mark	Registration Number	Registration Date
Huntington Learning Center	1,357,269	August 27, 1985
Trileaf symbol	1,425,199	January 13, 1987
YOUR CHILD CAN LEARN	3,103,102	June 13, 2006
Huntington	3,134,873	August 29, 2006
Huntington Exam Prep	3,888,741	December 14, 2010
YOUR TUTORING SOLUTION	4,114,400	March 20, 2012

Huntington Mark owns the marks described above and any other marks you will use in operating the Franchised Business. We use the marks under a license agreement with Huntington Mark. The term of this agreement is indefinite, but it may be terminated by either party without cause on 30 days' notice. In the event of termination, we must assign to Huntington Mark all our obligations under the Franchise Agreements.

As of the date of this Disclosure Document, there are no effective material determinations of the patent and trademark office, trademark trial and appeal board, the trademark administrator of this state or any court; nor is there any pending infringement, opposition, or cancellation proceeding; nor is there any pending material litigation involving the principal trademarks. As of the date of this Disclosure Document, no agreements in effect significantly limit our right to use or license the use of our Marks in a manner material to you. We do not know of either superior prior rights or infringing uses that could materially affect your use of our Marks in any state.

You must notify us of any suspected infringements, imitations, or suspected unauthorized use of the Marks, or any challenges to the validity, our ownership of, right to use and license others to use, or to your use of, the Marks. We have the sole right to direct and control any actions, litigation, arbitration, administrative proceedings and all other proceedings and actions involving the Marks, including any settlement. We have the right, but not the obligation, to (a) take action against uses by others that may constitute infringement of the Marks and (b) defend you against any third-party claim, suit, or demand arising out of your use of the Marks; and, if we provide a defense, you will be solely responsible for the cost of the defense, including the cost of any judgment or settlement. If we undertake the defense or prosecution of any actions affecting the Marks, you must cooperate with us in these actions and you agree to sign at your sole expense all documents and to do those acts and things as may, in the opinion of our counsel, be necessary to comply with the Franchise Agreement, including being named as a nominal party in these proceedings or actions.

We will not indemnify you for any damages or expenses you incur due to any actions involving the Marks. We will not be liable for any loss, expense, or damage you incur because of your use of the Marks. Under the Franchise Agreement, you irrevocably appoint us or our nominee to be your attorney-in-fact coupled with an interest, with power of substitution, to sign and to file for you any relevant document and to perform any legal act necessary to defend, compromise, and settle in any judicial, arbitration, or administrative proceedings or actions affecting the Marks. With our written consent, you may participate at your own expense in any actions affecting the Marks.

We can modify or discontinue any of the Marks at any time and can substitute different marks for use in identifying the Huntington System and franchised HLCs. You must comply with the change at your cost and expense when we notify you and we will have no liability or obligation to you.

Item 14. Patents, Copyrights, and Proprietary Information

Huntington Mark or its affiliates obtained the following copyright registrations on the indicated date:

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Item	Copyright number	Registration Date
Student progress record	TX0001613518	1985-07-11
HLC operating forms	TX0001611474	1985-07-10
S.A.T. seminar booklet	TX0001613579	1985-07-11
S.A.T. seminar booklet	TX0001615241	1985-07-15
Huntington Learning Center® Website - April 2008	VA0001679352	2009-08-05
Huntington Learning Center® Website - November 2008	VA0001678186	2009-08-24

We or Huntington Mark claim a common law copyright for this Disclosure Document, the Franchise Agreement, Brand Standards Manual, Contract Manual, Service Standards, LCOS software, eCenter software, our proprietary testing materials, our proprietary curricula, our proprietary lesson plans, all our advertisements, promotional materials, forms, and reports, and, if and when added, Additional Software and the Platform. We or Huntington Mark own exclusively all rights to these copyrighted works, even if you (or your employees or agents), the Huntington Advertising Fund, or the Contract Services Advertising Fund developed them. We can modify or discontinue using any copyrighted work or use additional or substitute copyrighted works, and you must comply with our directions at your expense after receiving notice. We have the right to use such works under the license agreement with Huntington Mark described in Item 13 above.

You must notify us in writing of any suspected infringements or any challenges to your use of the copyrighted works. We are not required to protect you from claims arising from your use of the copyrighted works. We have the sole right to institute, defend, direct, and control any actions involving the copyrighted works, including any settlement. We have the right, but not the obligation, (a) to take action against uses by others that may constitute infringement of the copyrighted works; and (b) to defend you against any third-party claim, suit, or demand arising out of your use of the copyrighted works; and, if we provide a defense, you will be solely responsible for the cost of the defense, including the cost of any judgment or settlement. If we undertake the defense or prosecution of any actions affecting the copyrighted works, you must cooperate with us in these proceedings or actions and you agree to sign at your sole expense all documents and to do those acts and things as may, in the opinion of our counsel, be necessary to comply with the Franchise Agreement, including being named as a nominal party in these proceedings or actions. We will not indemnify you for any damages or expenses you incur due to any judicial, arbitration, or administrative proceedings or actions involving the copyrighted works. We will not be liable for any loss, expense, or damage you incur because of your use of the copyrighted works, except as described in the Franchise Agreement. Under the Franchise Agreement, you irrevocably appoint us or our nominee to be your attorney-in-fact coupled with an interest, with power of substitution, to sign and to file for you any relevant document and to perform any legal act necessary to defend, compromise, and settle in any judicial, arbitration, or administrative proceedings or actions affecting the copyrighted works. We have the right to file an original counterpart or a copy of the Franchise Agreement with any court, arbitrator, or agency as written evidence of your appointment of us or our nominee to be your attorney-in-fact with regard to this matter.

We have license agreements with unaffiliated licensors to use their copyrighted materials, which consist of test preparation materials, an adaptive standardized test, and various worksheets; and we own no copyright or intellectual property rights in them. We expect to renew these license agreements before they expire. If we are unable to renew any license, you will have no further right to use that licensor's materials. We created our own testing materials for these test preparation materials; and we digitized worksheets for use in the Platform. We claim proprietary and trade secret rights in the items we created and digitized. If a licensor disputes our claim, you may have no further right to use that licensor's materials or the items we developed.

No patents or pending patent applications are material to the franchise.
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If you know of any unauthorized disclosure or use of our proprietary information or trade secrets, you must notify us and we can take any action we believe appropriate. You must notify us of any apparent infringement of, or challenge to, your use of any copyrighted works, or of any person's claim of any rights in any copyrighted works; and you may not communicate with any person, other than us and our and your attorneys, regarding any challenge, infringement, or claim. We may take any action we choose and control any litigation or administrative proceeding from any claim concerning any copyrighted work. You must assist us in protecting and maintaining our interests in the copyrighted works in any litigation or proceeding.

You will receive certain valuable information about the Huntington System and the Franchised Business, including its development and operation. This information includes marketing techniques, operational procedures, business practices, and management methods not generally known, all of which is valuable information and are trade secrets.

Item 15. Obligation to Participate in the Actual Operation of the Franchise Business

You must designate an Owner to serve as the Primary Owner throughout the term of the Franchise Agreement. The Primary Owner (a) must be a natural person, not a legal entity; (b) must hold an ownership interest in the Franchisee; (c) must complete Franchisee Initial Training; (d) must be fluent in English; (e) must be responsible for managing the Franchised Business; (f) throughout the first two full years after opening the first Franchised Business in a Premises must work full-time, year-round in the business during all hours it is open, which, at a minimum, are those hours listed in the Huntington Manuals and must not work in any other full- or part-time job or occupation; and (g) must be the individual we can contact about the Franchised Business.

If you seek to acquire additional franchised HLCs, you must provide us with a management plan in advance of any such acquisition and complete successfully any multi-Center training we may be offering.

Each HLC provides a highly personalized approach to tutoring students, interacting with them and their parents or guardians, communicating with their schools and other professionals, and supporting and managing staff and you are responsible to ensure that your Franchised Business performs these functions. Your Primary Owner must ensure full and complete compliance with your obligations to us, your customers, vendors, and all others. The business is a challenging one and requires your Primary Owner's strong, personal commitment. It requires and responds to personal attention. Your Primary Owner must learn the business by attending Franchisee Initial Training and understanding all aspects of the business. Your Primary Owner must be involved fully and personally in all facets of the business; must be able to organize the business to maintain our standards; and must set standards for your employees to follow in connection with the Franchised Business. Before opening the business and thereafter, especially through at least its second year of operation, the business will require the Primary Owner to work many long hours. Your Primary Owner must understand and be able to perform all the marketing, sales, operations, management, personnel, and maintenance functions required to ensure successful operation of the business throughout the term of the Franchise Agreement.

While you own the business and for a two-year period after you cease owning the business, you must not have an interest or relationship with any competitors.

Your Owners and their spouses, spouses of guarantors, and all employees having access to any of our confidential information must sign our confidentiality agreement, which is an exhibit to the Franchise Agreement. If any provision of our confidentiality agreement conflicts with any law or regulation,

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including any National Labor Relations Board regulation, we have the right to strike that provision from our confidentiality agreement.

Item 16. Restrictions on What the Franchisee May Sell

You must sell all services and products we specify in the Huntington Manuals or in writing and no other services or products. You must sell Huntington Services and eTutoring throughout the term of the Franchise Agreement. At your option, you may sell Contract Services. You must stop selling services or products we disapprove. If we add to or change these services, you must offer the added or changed required services. If we remove a service, you must cease offering the removed service. We may change the Huntington System at any time and, if we do, we will notify you in writing. You must comply with the changed Huntington System. There is no limit on our right to make changes to the Huntington System.

Item 17. Renewal, Termination, Transfer, and Dispute Resolution

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

THE FRANCHISE RELATIONSHIP			
	Provision	**Section**	**Franchise Agreement summary**
a	Length of the franchise term	Table 1 and Section 14	Term is 10 consecutive years.
b	Renewal or extension of the term	3	If you comply with the required conditions, you may sign Renewal Franchise Agreements, each for a 10 consecutive year term.
c	Requirements for the franchisee to renew or extend	3	Between 180 and 240 days before the end of the term, you must give us notice of intent to sign a Renewal Franchise Agreement, which may differ materially from the Franchise Agreement. You must not have received a default notice in the 12 full months before the Expiration Date. You must not have received 3 or more notices within any 12-month period. You must not have received 4 or more notices of a default. You must have timely satisfied all monetary obligations to us and our affiliates; completed required training; upgraded the Franchised Business to our standards; complied with our requirements for insurance, location lease, computers, computer software, etc.; have a lease for at least 36 months; and pay a nonrefundable fee of $10,000 (if you have a Territory, the fee is greater). You must give us your profit and loss statement and balance sheet for the preceding year. During the 12 full months before the date of your notice to us of any proposed Transfer and during the 12 full months before the date of the Transfer, your Gross Revenue from Huntington Services and eTutoring must be $350,000 or more. You must sign our general release; it does not apply to any liability under Maryland Franchise Registration and Disclosure Law.
d	Termination by franchisee	None	Not applicable
e	Termination by franchisor	15	We may terminate the Call Center License, Virtual Testing License, Conference Services License upon 10 days' notice. We may terminate the Contract Services License if you have not provided any Contract Services during any 12-month period. We may terminate the eTutoring License if

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THE FRANCHISE RELATIONSHIP			
	Provision	**Section**	**Franchise Agreement summary**
	without cause		you have not provided any eTutoring during any 12-month period.
f	Termination by franchisor with cause	15	We may terminate the franchise if you are in default.
g	"Cause" defined – curable defaults	15	Cause includes when you fail to comply with any material term of the Franchise Agreement or Huntington Manuals; fail to submit any required financial, operating, or informational statement; fail to pay when due any amount after 10 days written notice to pay it; submit any information to us, or you or your Owners submit, any information to any government authority or financial institution that contains any materially inaccurate, incomplete, or misleading statement, or omits any material fact needed to make the submission not misleading; fail to comply with any current or future applicable law or regulation after notice and any permitted opportunity to comply; fail to locate a Premises, sign a lease, or open the Franchised Business within the required time limits; fail to maintain a Premises that meets our standards; fail to sell any Huntington Service or eTutoring after 5 days written notice; sell any product or service that is not part of our Huntington System; fail to become accredited; or fail to submit required reports or payment to a Public Entity.
h	"Cause" defined-non-curable defaults	15	Your Primary Owner fails to complete successfully the initial training program; any non-approved Transfer; disclosure of any of our trade secrets; violation any of the non-compete covenants; you do not keep the Franchised Business open for operation for 5 consecutive business days; you lose possession of the Premises; you lose the right to do business in your jurisdiction; you or your Owners become insolvent or make a general assignment for the benefit of creditors; unappealed conviction of an indictable offense punishable by a term of imprisonment of one year or more; misconduct relevant to the operation of the Franchised Business; misconduct that impairs the goodwill associated with the Marks; any civil activity, criminal activity, or misconduct involving any person under the age of 19; you maintain false books or records; you misuse the Marks; you receive three or more defaults in 12 months; you receive four or more defaults; you locate or relocate without permission; during any 12-month period after the 1st anniversary date of the Agreement Date, your Gross Revenue Gross Revenue from Huntington Services and eTutoring is less than $350,000. You make a material misrepresentation about acquiring the Franchised Business. Fail for 10 days to comply with federal, state, or other laws. Fail to comply with a Public Entity's standards or give us a copy of a contract executed with a Public Entity. You advertise outside your CoOp. You provide eTutoring to a student under the age of 18, without required consent. You fail to record an eTutoring session. Termination upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).
i	Franchisee's obligations on termination/ non-renewal	16	Your rights to use the Marks, Huntington System and Training and Technology Services terminate. At your expense, you must stop operating the Franchised Business and using Training and Technology Services; not represent yourself as a HLC; pay all sums due; stop using any advertised phone numbers; stop using any Website; stop using any electronic address in connection with the Franchised Business; notify customers that you no longer operate a HLC; remove all signs that the Premises was a Huntington Learning Center; notify your landlord that the Franchise Agreement has expired; submit all required reports; assign any student contracts we request; cancel any assumed name registration in connection with the Franchised Business; give us a list of your customers with related information; refund any monies due your customers; change the Premises to distinguish it from its appearance as a Huntington Learning Center; not use or disclose any trade secret, operating instruction, or business practice or

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THE FRANCHISE RELATIONSHIP			
	Provision	**Section**	**Franchise Agreement summary**
			anything in the Huntington Manuals; return or destroy the Huntington Manuals; comply with all provisions of the Franchise Agreement that survive its termination, including non-compete covenants; and, if we require, assign your lease, transfer phone numbers, email, and utilities, and sell us your assets at their depreciated value. You notify each Public Entity of termination; terminate all applications and contracts with Public Entities; pay all amounts you owe us and Public Entities; comply with Public Entities' termination requirements; if we request, assign us your interest in Public Entities. If termination is due to your default, pay us a lump sum for breaching it and all related damages and costs.
j	Assignment of contract by franchisor	14	We can transfer, assign, or sell, by agreement or by law, directly, indirectly, or contingently, the Franchise Agreement and any right and obligation under it.
k	"Transfer" by franchisee – defined	1	Transfer means the direct, indirect, or contingent sale, assignment, transfer, conveyance, gift, pledge, mortgage or other encumbrance (whether by or among any of your Owners or others and whether by agreement or by law) of any interest in you, the Franchise Agreement, any assets of the Franchised Business, any share of stock in a corporate franchisee, any membership interest in a limited liability company franchisee, or any partnership interest in a partnership franchisee.
l	Franchisor approval of transfer by franchisee	14	We have the right to approve all Transfers. No Transfer may be made to a trust or any person who is or was within one year before the effective date of the proposed Transfer employed by us or our affiliates.
m	Conditions for approval of transfer	14	You give us written notice at least 30 days before any proposed Transfer, with a copy of proposed sales contract. The transferee must be approved under our standards for financial condition, character, managerial commitment, English fluency, and other conditions we apply to new franchisees. Payment terms must not be unreasonable. The transferee must have completed, or agreed to complete, our training, assume your obligations under the Franchise Agreement, and sign our then-current Franchise Agreement. You must not be in default. All your money and other obligations must be satisfied. Your Franchised Business must comply with all our standards. You may not Transfer until after you open your Franchised Business. You indemnify us against any related claim. You and the transferee sign our consent to transfer agreement. After Transfer, you remain liable for all Franchise Agreement terms that, by their nature, survive its termination. You and each Owner and guarantor sign our general release, to the extent not prohibited by law. If Transfer is to a company formed for ownership convenience, the transferee company must not be in any business other than operation of your Franchised Business. During the 12 full months before the date of notice to us of a proposed Transfer and during the 12 full months before the Transfer, your Gross Revenue from Huntington Services and eTutoring must equal or exceed $350,000. Pay us the Transfer Fee, our related costs, any related broker fees, and a Training and Technology Initial Fee. If you have a Territory, fees are greater. In connection with Transfer, we may conduct an audit at your cost.
n	Franchisor's right of first refusal to acquire franchisee's business	14	We have the option to buy the seller's interest on the same terms and conditions offered by the offeror. You must indemnify us against any related claim. If we cannot furnish the same consideration, we may buy the interest for cash.

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THE FRANCHISE RELATIONSHIP			
	Provision	**Section**	**Franchise Agreement summary**
o	Franchisor's option to purchase franchisee’s business	None	Not applicable
p	Death or disability of franchisee	14	Upon death or incapacity of any person with an interest in the Franchise Agreement, in you, or in all or substantially all the assets of your Franchised Business, that person’s executor, administrator, or representative must promptly notify us and transfer that interest to a third party approved by us within the lesser of the end of the term of the Franchise Agreement or 240 days after the death or incapacity. You pay us a nonrefundable Transfer Fee of $1,000, plus our associated costs.
q	Non-competition covenants during the term of the franchise	17	You must not divert any business or customer of a HLC; perform any act injurious to our goodwill; or own or assist any business that is the same as, or similar to, a HLC.
r	Non-competition covenants after the franchise is terminated or expires	17	For 2 years you must not divert any HLC or customer; perform any act injurious to our goodwill; or own or assist any business the same as or similar to a HLC located within: (a) the Premises, (b) your Exclusive Area, (c) a radius of 25 miles from your Exclusive Area, (d) a radius of 25 miles from the Premises, or (e) a radius of 25 miles from any HLC existing on the date this business commences operations.
s	Modification of the agreement	23	Except for those specifically permitted to be made unilaterally by us or you under the Franchise Agreement, no amendment, change, or variance from the Franchise Agreement will be binding on either party, unless mutually agreed to by the parties and signed by their authorized officers or agents in writing. In connection with Contract Services, if we determine there is a conflict between Brand Standards and Public Standards, we can reduce your rights or obligations, without your consent.
t	Integration/ Merger clause	23	The Franchise Agreement and its exhibits are the entire agreement between you and us about its subject matter; and supersedes all prior and contemporaneous negotiations, understandings, representations, and agreements, oral or written, about its subject matter. Nothing in the Franchise Agreement is intended to disclaim the representations in this Disclosure Document.
u	Dispute resolution by arbitration or mediation	24	If you have a dispute with us, it must be mediated before you can bring legal action. Your Franchise Agreement does not allow for arbitration.
v	Choice of forum	24	Subject to applicable state law, any action, whether or not arising out of, or relating to, the Franchise Agreement, brought by you or any Owner against us must be brought, and any action brought by us against you may be brought, in the judicial district in which we have, at the time of commencement of the action, our principal place of business, which, as of the Issuance Date, is Oradell, NJ.
w	Choice of law	24	Subject to applicable state law, the Franchise Agreement will be interpreted and construed in accordance with the laws of the state of Delaware, except for that state’s conflict-of-law rules.

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THE FRANCHISE RELATIONSHIP			
	Provision	**Section**	**Franchise Agreement summary**
			If you are located outside of the state of New Jersey, the New Jersey Franchise Practices Act will not apply to this Franchise Agreement.

The following table lists important provisions of the Royalty Amendment, Territory Amendment, and MicroSchool Amendment. You should read these provisions in the agreements attached to this Disclosure Document.

Abbreviations Used in the Following Table			
Item	**Abbreviation**	**Item**	**Abbreviation**
Royalty Amendment	Royalty	MicroSchool Amendment	School
Territory Amendment	Territory		

THE FRANCHISE RELATIONSHIP					
	Provision	**Section**		**Summary**	
a	Length of the franchise term	Royalty: Territory: School:	3 2 5	Royalty: Territory: School:	Terminates on the Original Expiration Date. Terminates when the Franchise Agreement terminates. Terminates when the Franchise Agreement terminates.
b	Renewal or extension of the term	Royalty: Territory: School:	6 4 12	Royalty: Territory: School:	No renewal No renewal No renewal
c	Requirements for the franchisee to renew or extend	Royalty: Territory: School:	None None None	Royalty: Territory: School:	Not applicable Not applicable Not applicable
d	Termination by franchisee	Royalty: Territory: School:	None None 18	Royalty: Territory: School:	Not applicable Not applicable May terminate if a government agency does not grant the right to operate as a private school.
e	Termination by franchisor without cause	Royalty: Territory: School:	None None None	Royalty: Territory: School:	Not applicable Not applicable Not applicable
F	Termination by franchisor with cause	Royalty: Territory: School:	7 5 17	Royalty: Territory: School:	Terminates if you default Terminates if you default Terminates if you default
G	"Cause" defined – curable defaults	Royalty: Territory: School:	None None 15	Royalty: Territory: School:	Not applicable Not applicable You fail to comply with any material term; or fail to acquire or use the products or services required in the Syllabus or comply with the Syllabus; or use non-authorized products or services; or advertise outside the MS CoOp; or fail to submit any required report; or fail to make any required payment to us; or fail to pay to any refund; or fail to obtain or maintain minimum insurance or performance bond; or fail to name us as an additional insured; or fail to comply with minimum advertising

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THE FRANCHISE RELATIONSHIP			
	Provision	**Section**	**Summary**
			requirements; or you offer MS Services online.
H	"Cause" defined-non-curable defaults	Royalty: 7 Territory: 5 School: 15	Royalty: You violate a material term of the Royalty Amendment. Premises size is less than 1,600 square feet. You commit two defaults or owe us, Huntington Advertising Fund, Contract Services Advertising Fund, or CoOp any past-due amounts of more than $5,000 for 30 days or more; your Gross Revenue Gross Revenue from Huntington Services and eTutoring does not equal or exceed $350,000 for each 12 full-month period following the first anniversary of the Agreement Date. Territory: You commit two defaults or owe us, Huntington Advertising Fund, Contract Services Advertising Fund, or CoOp any past-due amounts of more than $5,000 for 30 days or more; your Gross Revenue Gross Revenue from Huntington Services and eTutoring does not equal or exceed $350,000 for each 12 full-month period following the first anniversary of the Agreement Date. School: You do not apply to be a private school; or fail to operate by the Opening Month or for six months or more; or lose private school status; or assign or attempt to assign the Amendment; or the Franchise Agreement is terminated.
I	Franchisee's obligations on termination / non-renewal	Royalty: 8 Territory: 6 School: 19, 20	Royalty: Royalty increases to greater of 9.5% or then-current rate Territory: Territory converts to an Exclusive Area. School: License is terminated; cease all services; pay all refunds; comply with government requirements; pay us all amounts owed; submit all required reports; pay us all related Third Party Costs; notify applicable government entities of the termination.
J	Assignment of Contract by franchisor	Royalty: 6 Territory: 4 School: 13	Royalty: No restriction on our right to assign Territory: No restriction on our right to assign School: No restriction on our right to assign
K	"Transfer" by franchisee – defined	Royalty: 2 Territory: 4 School: 12	Royalty: Includes transfer of Contract or assets or ownership change Territory: Includes transfer of Contract or assets or ownership change School: Includes transfer of Contract or assets or ownership change
L	Franchisor approval of transfer by franchisee	Royalty: 6 Territory: 4 School: 12	Royalty: You may not transfer Territory: You may not transfer School: You may not transfer
m	Conditions for approval of transfer	Royalty: None Territory: None School: None	Royalty: Not applicable Territory: Not applicable School: Not applicable
n	Franchisor's right of first refusal to acquire franchisee's business	Royalty: None Territory: None School: None	Royalty: Not applicable Territory: Not applicable School: Not applicable
O	Franchisor's	Royalty: None	Royalty: Not applicable

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THE FRANCHISE RELATIONSHIP			
	Provision	**Section**	**Summary**
	option to purchase franchisee's business	Territory: None School: None	Territory: Not applicable School: Not applicable
P	Death or disability of franchisee	Royalty: None Territory: None School: None	Royalty: Not applicable Territory: Not applicable School: Not applicable
Q	Non-competition covenants during the term of the franchise	Royalty: None Territory: None School: 16	Royalty: Not applicable Territory: Not applicable School: You must not divert any business or customer of a MicroSchool; perform any act injurious to our goodwill; or own or assist any business that is the same as or like a MicroSchool.
R	Non-competition covenants after the franchise is terminated or expires	Royalty: None Territory: None School: 16	Royalty: Not applicable Territory: Not applicable School: For 2 years you must not: divert any customer; perform any act injurious to our goodwill; or own or assist any business the same as or like a MicroSchool located within: (a) the Premises, (b) your Exclusive Area, (c) a radius of 25 miles from your Exclusive Area, (d) a radius of 25 miles from the Premises, or (e) a radius of 25 miles from any HLC existing on the date this business commences operations.
S	Modification of the agreement	Royalty: 10 Territory: 8 School: 28	Royalty: No modifications generally Territory: No modifications generally School: No modifications generally
T	Integration/ Merger clause	Royalty: 10 Territory: 8 School: 34	Royalty: The amended Franchise Agreement and its exhibits are the entire agreement; and supersede all prior and contemporaneous negotiations. Our obligations to you are exclusively in the amended Franchise Agreement Territory: The amended Franchise Agreement and its exhibits are the entire agreement; and supersede all prior and contemporaneous negotiations. Our obligations to you are exclusively in the amended Franchise Agreement School: The amended Franchise Agreement and its exhibits are the entire agreement; and supersede all prior and contemporaneous negotiations. Our obligations to you are exclusively in the amended Franchise Agreement
U	Dispute resolution by arbitration or mediation	Royalty: None Territory: None School: None	Royalty: Not applicable Territory: Not applicable School: Not applicable
V	Choice of forum	Royalty: None Territory: None School: None	Royalty: Not applicable Territory: Not applicable School: Not applicable
w	Choice of law	Royalty: None Territory: None	Royalty: Not applicable Territory: Not applicable

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THE FRANCHISE RELATIONSHIP			
	Provision	Section	Summary
		School: None	School: Not applicable

Item 18. Public Figures

We do not use any public figure to promote our franchise.

Item 19. Financial Performance Representations

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the Disclosure Document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

For the purposes of this Item 19, "Gross Revenue" means all received and accrued revenue, including cash, cash equivalents, and credit, derived directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity, from all business conducted with the use of the Marks or System or upon, from, or with, Huntington Services, eTutoring, or Contract Services, whether evidenced by check, cash, credit, charge, exchange, or otherwise (including the proceeds of any business interruption insurance policies) and whether for services or products provided or to be provided and whether such services or products are permitted or not permitted under the Franchise Agreement. Gross Revenue includes the fair market value of any goods or services received by you, directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity, in the event consideration other than cash is received. Gross Revenue must not be offset by any expense; however, Gross Revenue excludes (a) all sales or similar taxes that, by law, are chargeable to customers (if such taxes are separately stated and charged to the customer, paid by the customer, and paid to the appropriate taxing authority by you) and (b) any documented refund given to customers by you in good faith.

In 2025 there were 232 franchised HLCs that were open the entire year ("Mature Centers"). Their revenue averaged $609,454. Of these, 30 achieved Gross Revenue of $1,000,000 or more, averaging $1,337,289; and 8 or 27% of them were greater than average. Their median revenue was $1,164,749 and 15 or 50% of them were greater than the median.

Some outlets have earned this amount. Your individual results may differ. There is no assurance that you will earn as much.

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Table 19-1 presents the Gross Revenue of the 2025 Mature Centers. Their Gross Revenue averaged $609,454. Their lowest and highest Gross Revenues were $136,567 and $3,093,560.						
Table 19-1						
Gross Revenue of the 232 Mature Centers						
# centers open the entire year	Average			Median		
	Average Gross Revenue	Number greater than average	Percent greater than average	Median Gross Revenue	Number greater than median	Percent greater than median
232	$609,454	94	41%	$533,106	116	50%

Table 19-2 presents the Gross Revenue by quartile for the 2025 Mature Centers. For example, the Gross Revenue of the 58 centers in the top quartile averaged $1,115,433.

Table 19-2				
Gross Revenue by quartiles of the 232 Mature Centers				
Quartile	Number of Mature Centers	Average		
		Average Gross Revenue	Number greater than average	Percent greater than average
Top 25%	58	$1,115,433	23	40%
MId-upper 25%	58	$646,065	26	45%
Mid-lower 25%	58	$428,854	30	52%
Bottom 25%	58	$247,465	28	48%
All	232	$609,454	94	41%

Table 19-2, continued					
Gross Revenue by quartiles of the 232 Mature Centers					
Quartile	Median			Highest / lowest	
	Median Gross Revenue	Number greater than median	Percent greater than median	Lowest Gross Revenue	Highest Gross Revenue
Top 25%	$1,016,562	29	50%	$764,311	$3,093,560
MId-upper 25%	$635,442	29	50%	$533,308	$759,290
Mid-lower 25%	$433,139	29	50%	$328,228	$532,904
Bottom 25%	$242,341	29	50%	$136,567	$327,440
All	$533,106	116	50%	$136,567	$3,093,560

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Table 19-3 presents the Gross Revenue by halves for the 2025 Mature Centers. For example, the Gross Revenue of the 116 centers in the top half averaged $880,749.

Table 19-3				
Gross Revenue by halves of the 232 Mature Centers				
Quartile	Number of Mature Centers	Average		
		Average Gross Revenue	Number greater than average	Percent greater than average
Top half	116	$880,749	44	38%
Bottom half	116	$338,159	56	48%
All	232	$609,454	94	41%

Table 19-3, continued					
Gross Revenue by halves of the 232 Mature Centers					
Quartile	Median			Highest / lowest	
	Median Gross Revenue	Number greater than median	Percent greater than median	Lowest Gross Revenue	Highest Gross Revenue
Top half	$761,800	58	50%	$533,308	$3,093,560
Bottom half	$327,834	58	50%	$136,567	$532,904
All	$533,106	116	50%	$136,567	$3,093,560

States in which HLCs operated during 2025					
Alabama	Florida	Louisiana	Nebraska	Oklahoma	Virginia
Arizona	Georgia	Maryland	Nevada	Oregon	Washington
Arkansas	Idaho	Massachusetts	New Jersey	Pennsylvania	Wisconsin
California	Illinois	Michigan	New Mexico	South Carolina	
Colorado	Indiana	Minnesota	New York	Tennessee	
Connecticut	Iowa	Mississippi	North Carolina	Texas	
Delaware	Kentucky	Missouri	Ohio	Utah	

How we calculated the financial performance representations in this Item 19

We calculated the financial performance representations in this item from data franchisees entered into our Software. We believe operational data are accurate, because franchisees use the data they enter into the Software to operate and manage their franchised businesses. We believe the sales data are accurate, because franchisees pay us Royalty and Huntington Advertising Fund Fees calculated as a percentage of sales. We have neither audited nor in any other manner substantiated truthfulness, accuracy, or completeness of any data franchisees supplied to us.

Notes

Many factors influence sales, expenses, and operating results, including economic, social, and demographic factors, like local economic conditions, the local market for your services, the number of nearby school-age children, and average household income. These factors include present and future federal, state, and municipal laws and regulations.

Revenue and key operating statistics (such as Academic Evaluation Rates, Enrollment Rates, Length of

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Stay) vary widely among franchised HLCs and depend on many factors, like quality of customer service, timeliness of the Academic Evaluation and enrollment conference and the quality of these experiences, quality of your instruction and customer service, and other factors. If you estimate *revenue per inquiry* as the product of Academic Evaluation Rate, Enrollment Rate, Length of Stay, and hourly tuition, then your estimate may differ significantly from the actual *revenue per inquiry* you achieve. If you estimate your *revenue* as the product of *number of inquiries* and *revenue per inquiry*, then your estimate may differ significantly from the actual *revenue* you achieve.

Franchised HLCs differ from each other in many important ways, including the personnel they employ, the training they provide to their personnel, their management of their personnel, their market area and geographic location, the number of children and population contained thereabout, and the economic and financial circumstances of this population. The economic and demographic factors that exist at and about your HLC likely will not remain constant. Franchised HLCs also differ from each other in their physical, marketing, employee, and Owner's characteristics and in many other factors that may or may not exist or be similar to the factors that exist at your HLC or in any other location or geographic area or market area that you may consider.

You should conduct an independent investigation of the costs and expenses you will incur in operating the Franchised Business. We encourage you to contact our current and former franchisees, who are listed in Exhibit G, and to consult with financial, business, and legal advisors about this Item 19.

Written substantiation for the financial and operational performance representation will be made available to prospective franchisees upon reasonable request.

Other than the preceding financial performance representations, the Franchisor makes no financial performance representations. We do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the Franchisor's management by contacting our Co-chair, Raymond J. Huntington, at 496 Kinderkamack Road, Oradell, New Jersey 07649 and telephone (800) 653-8400, the Federal Trade Commission, and the appropriate state regulatory agencies.

Methodology. A "Mature Center" means the 232 franchised HLCs open all of 2025. Results exclude Company-Owned Centers. Results exclude 21 franchised HLCs, since they were not open all of 2025.

Item 20. Outlets and Franchisee Information

All numbers in the charts in this Item 20 are as of our fiscal year end, which is December 31.

Table 20.1 System Wide Center Summary For years 2023 to 2025				
Center Type	Year	Centers at the Start of the Year	Centers at the End of the Year	Net Change
Franchised Businesses	2023	280	273	-7
	2024	273	260	-13
	2025	260	243	-17
Company-Owned Centers	2023	10	6	-4
	2024	6	4	-2

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	2025	4	2	-2
Total Centers	2023	290	279	-11
	2024	279	264	-15
	2025	264	245	-19

Table 20.2
Transfer of Centers from Franchisees to New Owners
(other than the Franchisor)
For years 2023 to 2025

State	Year	Number of Transfers
Alabama	2023	1
	2024	0
	2025	0
Arkansas	2023	0
	2024	0
	2025	0
California	2023	2
	2024	2
	2025	3
Colorado	2023	0
	2024	0
	2025	0
Connecticut	2023	0
	2024	0
	2025	0
Delaware	2023	0
	2024	0
	2025	0
Florida	2023	4
	2024	3
	2025	5
Georgia	2023	2
	2024	0
	2025	1
Idaho	2023	0
	2024	0
	2025	0
Illinois	2023	0
	2024	1
	2025	0
Indiana	2023	0
	2024	0
	2025	0
Iowa	2023	0
	2024	0
	2025	0

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Table 20.2 Transfer of Centers from Franchisees to New Owners (other than the Franchisor) For years 2023 to 2025		
State	Year	Number of Transfers
Kentucky	2023	0
	2024	0
	2025	1
Maryland	2023	0
	2024	2
	2025	2
Massachusetts	2023	0
	2024	0
	2025	0
Michigan	2023	0
	2024	0
	2025	1
Minnesota	2023	1
	2024	0
	2025	0
Mississippi	2023	1
	2024	1
	2025	0
Montana	2023	0
	2024	0
	2025	0
Nebraska	2023	0
	2024	0
	2025	0
Nevada	2023	0
	2024	0
	2025	0
New Hampshire	2023	0
	2024	0
	2025	0
New Jersey	2023	1
	2024	1
	2025	0
New York	2023	2
	2024	1
	2025	1
North Carolina	2023	0
	2024	1
	2025	2
Ohio	2023	1
	2024	0

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Table 20.2 Transfer of Centers from Franchisees to New Owners (other than the Franchisor) For years 2023 to 2025		
State	Year	Number of Transfers
	2025	1
Oklahoma	2023	1
	2024	0
	2025	0
Oregon	2023	0
	2024	0
	2025	0
Pennsylvania	2023	0
	2024	0
	2025	0
South Carolina	2023	1
	2024	0
	2025	1
Tennessee	2023	1
	2024	1
	2025	0
Texas	2023	4
	2024	7
	2025	2
Utah	2023	1
	2024	0
	2025	0
Virginia	2023	0
	2024	0
	2025	1
Washington	2023	0
	2024	0
	2025	3
Wisconsin	2023	0
	2024	0
	2025	0
Totals	2023	23
	2024	20
	2025	24

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Table 20.3 Status of Franchised Outlets For years 2023 to 2025								
State	Year	Centers at Start of Year	Centers Opened	Termi-nations	Non-renewals	Reacquired by Franchisor	Ceased Operation – Other Reasons	Centers at End of Year
Alabama	2023	3	0	0	0	0	0	3
	2024	3	1	0	0	0	0	4
	2025	4	0	0	1	0	0	3
Arizona	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Arkansas	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	0	0	0	0	0	2
California	2023	20	0	2	0	0	0	18
	2024	18	0	1	0	0	0	17
	2025	17	0	1	0	0	0	16
Colorado	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	1	0	0	0	3
Connecticut	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Delaware	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
District of Columbia	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Florida	2023	34	0	2	0	0	0	32
	2024	32	1	1	0	0	0	32
	2025	32	0	1	1	0	0	30
Georgia	2023	10	0	0	0	0	0	10
	2024	10	0	0	0	0	0	10
	2025	10	1	1	0	0	0	10
Idaho	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Illinois	2023	24	0	0	0	0	0	24
	2024	24	0	0	0	0	0	24
	2025	24	0	0	0	0	0	24
Indiana	2023	4	0	0	0	0	0	4
	2024	4	1	0	0	0	0	5
	2025	5	0	0	0	0	0	5
Iowa	2023	2	0	0	0	0	0	2

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Table 20.3 Status of Franchised Outlets For years 2023 to 2025								
State	Year	Centers at Start of Year	Centers Opened	Termi-nations	Non-renewals	Reacquired by Franchisor	Ceased Operation – Other Reasons	Centers at End of Year
	2024	2	0	0	0	0	0	2
	2025	2	0	1	0	0	0	1
Kansas	2023	1	0	1	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Kentucky	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Louisiana	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Maryland	2023	10	0	0	0	0	0	10
	2024	10	0	0	1	0	0	9
	2025	9	0	0	0	0	0	9
Massachusetts	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Michigan	2023	5	0	0	0	0	0	5
	2024	5	0	0	1	0	0	4
	2025	4	0	2	1	0	0	1
Minnesota	2023	6	0	0	0	0	0	6
	2024	6	0	1	0	0	0	5
	2025	5	0	0	0	0	0	5
Mississippi	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Missouri	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Montana	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	1	0	0	0	0
Nebraska	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	1	0	0	0	1
Nevada	2023	3	0	0	0	0	0	3
	2024	3	0	2	0	0	0	1
	2025	1	0	0	0	0	0	1
New Hampshire	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0

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Table 20.3
Status of Franchised Outlets
For years 2023 to 2025

State	Year	Centers at Start of Year	Centers Opened	Termi-nations	Non-renewals	Reacquired by Franchisor	Ceased Operation – Other Reasons	Centers at End of Year
	2025	0	0	0	0	0	0	0
New Jersey	2023	17	1	0	0	1	0	17
	2024	17	0	1	0	0	0	16
	2025	16	1	2	0	0	0	15
New Mexico	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
New York	2023	22	0	0	0	0	0	22
	2024	22	0	0	0	0	0	22
	2025	22	1	0	0	1	0	22
North Carolina	2023	14	0	1	0	0	0	13
	2024	13	0	1	0	0	0	12
	2025	12	0	1	0	0	0	11
Ohio	2023	13	0	0	0	0	0	13
	2024	13	0	1	0	0	0	12
	2025	12	0	0	0	0	0	12
Oklahoma	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Oregon	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Pennsylvania	2023	11	0	1	0	0	0	10
	2024	10	0	3	0	0	0	7
	2025	7	0	1	0	0	0	6
Rhode Island	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
South Carolina	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Tennessee	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	1	0	0	0	0	6
Texas	2023	27	1	2	0	0	0	26
	2024	26	0	3	0	0	0	23
	2025	23	0	3	0	0	0	20
Utah	2023	2	1	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3

Table 20.3 Status of Franchised Outlets For years 2023 to 2025								
State	Year	Centers at Start of Year	Centers Opened	Termi-nations	Non-renewals	Reacquired by Franchisor	Ceased Operation – Other Reasons	Centers at End of Year
Virginia	2023	12	0	0	0	0	0	12
	2024	12	0	1	0	0	0	11
	2025	11	0	0	0	0	0	11
Washington	2023	8	0	1	0	0	0	7
	2024	7	0	0	0	0	0	7
	2025	7	0	1	0	0	0	6
Wisconsin	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Totals	2023	280	4	10	0	1	0	273
	2024	273	4	15	2	0	0	260
	2025	260	4	17	3	1	0	243

Table 20.4 Status of Company-Owned Centers For years 2023 to 2025							
State	Year	Centers at the Start of the Year	Centers Opened	Centers Reacquired From Franchisee	Centers Closed	Centers Sold to Franchisees	Centers at End of the Year
Connecticut	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
New Jersey	2023	2	0	1	0	2	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	1	0
New York	2023	8	0	0	0	3	5
	2024	5	0	0	1	1	3
	2025	3	0	1	1	1	2
Totals	2023	10	0	1	0	5	6
	2024	6	0	0	1	1	4
	2025	4	0	1	1	2	2

Table 20.5 Projected Openings as of December 31, 2025			
State	Franchise Agreements Signed but Center Not Open	Projected New Franchised Centers in Next Fiscal Year	Projected New Company-owned Center in Next Fiscal Year
Arizona	0	1	0

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Table 20.5 Projected Openings as of December 31, 2025			
State	Franchise Agreements Signed but Center Not Open	Projected New Franchised Centers in Next Fiscal Year	Projected New Company-owned Center in Next Fiscal Year
California	0	1	0
Colorado	0	0	0
Connecticut	0	1	0
Florida	0	2	0
Geogia	0	1	0
Illinois	0	1	0
Indiana	0	0	0
Kentucky	1	0	0
Maryland	1	0	0
Michigan	0	1	0
Nebraska	0	0	0
New Jersey	0	0	0
New York	1	1	0
North Carolina	0	0	0
Ohio	0	2	0
Oklahoma	0	1	0
Oregon	2	1	0
Pennsylvania	0	1	0
South Carolina	0	0	0
Tennessee	0	2	0
Texas	1	3	0
Utah	0	0	0
Virginia	0	0	0
Washington	1	1	0
Total	7	20	0

Current and former franchisees and current Company-Owned Centers

Exhibit G lists the following, current as of the Issuance Date:

A. Names of all current franchisees and the addresses and phone numbers of all their franchised HLCs.
B. Locations of all Company-Owned Centers
C. The name, city, and state and business phone number (or, if unknown, the last known home telephone number) of every franchisee who has had a franchised HLC terminated, canceled, not renewed, or who otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the Issuance Date

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the System.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with our franchise system. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you. During the last three fiscal years, none of our franchisees signed confidentiality provisions that would restrict their

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ability to speak openly about their experience with the System.

We formed a Franchisee Advisory Council to provide us with advice and counsel about the operation of the System.

Item 21. Financial Statements

The following financial statements are in Exhibit A: Our audited financial statements as of and for each of the years ended December 31, 2025, 2024, and 2023.

Item 22. Contracts

Copies of contracts and other exhibits are attached to this Disclosure Document as exhibits:

Contract	Exhibit
Franchise Agreement with exhibits	B
General Release	D
Royalty Amendment	D
Territory Amendment	D
MicroSchool Amendment	D
State Specific Addenda	H

Item 23. Receipt

Two copies of an acknowledgment of your receipt of this Disclosure Document appear as Exhibit K. Please sign them and return one copy to us and retain the other for your records.

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EXHIBIT A

TO THE HUNTINGTON LEARNING CENTERS, INC. FRANCHISE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

Huntington Learning Centers, Inc.
Financial Statements
December 31, 2025, 2024 and 2023
With Independent Auditor's Report

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Huntington Learning Centers, Inc.
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December 31, 2025, 2024 and 2023

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ADVISORY TAX AUDIT

Independent Auditor's Report

To the Board of Directors of
Huntington Learning Centers, Inc.:

Opinion

We have audited the financial statements of Huntington Learning Centers, Inc. (the "Company"), which comprise the balance sheets as of December 31, 2025, 2024 and 2023, and the related statements of income and retained earnings, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Huntington Learning Centers, Inc. as of December 31, 2025, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis of Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

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In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Withum Smith+Brown, PC

April 9, 2026

Huntington Learning Centers, Inc.
Balance Sheets
December 31, 2025, 2024 and 2023

	2025	2024	2023
Assets			
Current assets			
Cash	$ 1,975,151	$ 2,010,939	$ 2,373,520
Accounts receivable, net	1,790,119	1,572,421	1,823,113
Prepaid expenses and other current assets	610,115	934,388	1,124,865
Current portion of notes receivable, net	88,554	63,825	98,069
Capitalized franchise costs, current	199,105	281,172	517,603
Due from affiliates, current	2,571,718	2,203,711	3,177,297
Total current assets	7,234,762	7,066,456	9,114,467
Due from affiliates, net of current portion	3,143,212	2,693,425	3,883,364
Capitalized franchise costs, net of current portion	446,884	566,078	610,819
Furniture, equipment and software, net of current portion	7,333,420	7,006,209	4,424,334
Notes receivable, net of current portion	103,814	46,595	46,667
Security deposits and other assets	3,214	3,214	-
Total assets	$ 18,265,306	$ 17,381,977	$ 18,079,651
Liabilities and Stockholders' Equity			
Current liabilities			
Accounts payable and accrued expenses	$ 1,738,596	$ 2,531,157	$ 3,282,762
Deferred revenues - initial fees	160,572	172,251	233,865
Total current liabilities	1,899,168	2,703,408	3,516,627
Deferred revenues - initial fees, non current	737,968	888,925	999,562
Stockholders' Equity			
Common stock, stated value $.50 per share; 200 shares authorized, issued and outstanding	100	100	100
Additional paid-in capital	99,900	99,900	99,900
Retained earnings	15,528,170	13,689,644	13,463,462
Total stockholders' equity	15,628,170	13,789,644	13,563,462
Total liabilities and stockholders' equity	$ 18,265,306	$ 17,381,977	$ 18,079,651

The Notes to Financial Statements are an integral part of these statements.

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Huntington Learning Centers, Inc.
Statements of Income and Retained Earnings
Years Ended December 31, 2025, 2024 and 2023

	2025	2024	2023
Revenue			
Initial franchise and option fees	$ 1,074,255	$ 1,029,890	$ 885,348
Continuing franchise fees	20,270,268	20,919,772	20,866,690
Equipment and materials	1,970,744	2,136,954	1,469,620
	23,315,267	24,086,616	23,221,658
Costs and expenses			
Franchise sales and administrative expenses	18,711,422	20,558,095	19,631,013
Advertising and promotion	1,312,131	1,329,064	1,033,004
Depreciation and amortization	1,241,039	1,114,481	871,581
	21,264,592	23,001,640	21,535,598
Income from operations	2,050,675	1,084,976	1,686,060
Interest expense	(10,876)	(9,500)	(7,646)
Interest income	78,163	25,071	5,876
Income before income taxes	2,117,962	1,100,547	1,684,290
Provision for state income taxes	(12,047)	(195,252)	(263,858)
Net income	2,105,915	905,295	1,420,432
Retained earnings, beginning of year	13,689,644	13,463,462	13,653,303
Less: Distributions	(267,389)	(679,113)	(1,610,273)
Retained earnings, end of year	$ 15,528,170	$ 13,689,644	$ 13,463,462

The Notes to Financial Statements are an integral part of these statements.

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Huntington Learning Centers, Inc.
Statements of Cash Flows
Years Ended December 31, 2025, 2024 and 2023

	2025	2024	2023
Operating activities			
Net income	$ 2,105,915	$ 905,295	$ 1,420,432
Adjustments to reconcile net income to net cash provided by operating activities			
Depreciation	1,039,778	772,059	523,101
Provision for expected credit losses	471,859	551,450	193,744
Amortization of capitalized franchise costs	201,261	342,422	348,480
Recognition of initial franchise fees	(519,636)	(467,253)	(468,342)
Changes in operating assets and liabilities			
Accounts receivable	(943,098)	(259,534)	(714,485)
Notes receivable	171,593	(6,908)	30,015
Prepaid expenses and other current assets	324,273	190,477	(461,248)
Capitalized franchise costs	-	(61,250)	(208,750)
Accounts payable and accrued expenses	(544,911)	(267,358)	819,376
Initial franchisee fees	357,000	295,000	275,000
Deferred revenue - continuing fees	-	-	(4,703)
Security deposits and other assets	-	(3,214)	-
Net cash provided by operating activities	2,664,034	1,991,186	1,752,620
Investing activities			
Purchase of furniture, equipment and software	(1,632,439)	(3,877,640)	(2,714,354)
(Advances to) repayments from affiliates, net	(817,794)	2,163,525	3,296,122
Net cash provided by (used in) investing activities	(2,450,233)	(1,714,115)	581,768
Financing activities			
Distributions to stockholders	(249,589)	(639,652)	(2,489,017)
Net cash used in financing activities	(249,589)	(639,652)	(2,489,017)
Net change in cash	(35,788)	(362,581)	(154,629)
Cash			
Beginning of year	2,010,939	2,373,520	2,528,149
End of year	$ 1,975,151	$ 2,010,939	$ 2,373,520
Supplemental disclosure of cash flow information			
Interest paid	$ 10,876	$ 9,500	$ 7,646
State income taxes paid	$ 12,047	$ 195,252	$ 263,858
Supplemental disclosure of non-cash investing and financing activities			
Conversion of accounts receivable to notes receivable	$ 441,540	$ 63,501	$ 161,072
Accrued distributions	$ 57,261	$ 39,461	$ -
Capital expenditures acquired through an accrued liability	$ 73,362	$ 338,812	$ 862,518

The Notes to Financial Statements are an integral part of these statements.

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Huntington Learning Centers, Inc.
Notes to Financial Statements
December 31, 2025, 2024 and 2023

1. Nature of Business and Summary of Significant Accounting Policies

a. Nature of Business

Huntington Learning Centers, Inc. (the "Company") is an "S" Corporation incorporated in Delaware which is affiliated with companies under common control. The Company franchises remedial and enrichment instruction centers throughout the United States, which offer reading, writing, mathematics, phonics, study skills and other subjects to elementary and secondary school children and, to a limited extent, adults. Franchised centers generally offer one-on-one instruction for standardized college entrance examinations. The initial franchise and renewal periods are principally 10 years, and the franchise fee varies based on the terms of the agreement. The Company also provides franchisees with specific services including, but not limited to, the following: electronic access to the Company's proprietary operating manual, design specifications for a prototypical center, a list of products and services required for use at a center, initial training seminars and access to an online training facility.

b. Basis of Presentation

The accompanying financial statements are prepared on the accrual basis of accounting.

c. Revenue Recognition

The Company records revenue in accordance with Accounting Standards Codification ("ASC") 606, Revenue Recognition - Revenue from Contracts with Customers. The core principle of the guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services, which may involve the use of judgments and estimates. Judgments include identifying performance obligations in the contract, estimating the amount of consideration to include in the transaction price, and allocating the transaction price to each performance obligation. In determining the appropriate amount of revenue to be recognized as it fulfills its obligations under its franchise agreements, the Company performs the following steps: (i) identify contracts with franchisees; (ii) identify performance obligations; (iii) determine the transaction price; (iv) allocation of the transaction price to the performance obligations; and (v) recognition of revenue when or as the Company satisfies each performance obligation. The aforementioned guidance also encompassed ASC 340-40, Other Assets and Deferred Costs-Contracts with Customers ("ASC 340-40"), which requires the deferral of the incremental, direct costs of obtaining a contract with a customer.

The Company also records revenue in accordance with ASC 952-606 Franchisors-Revenue from Contracts with Customers that permits the Company to apply a practical expedient for services that are provided to franchisees prior to opening. The Company records pre-opening activities that are provided to the franchisees, as distinct, standalone performance obligations. As a result, the Company is able to recognize a portion of its franchise fee attributed to training services as a distinct performance obligation from the franchise license.

The Company generates revenue primarily from the following sources:

- *Sales of Initial Franchise and Franchise Option Fees*
  Franchise fees are being recognized evenly over the various terms stipulated in the franchise agreement and the aforementioned fees ascribed to training services are recognized as performance obligations are fulfilled. Deposits received for franchise purchases were deferred until the Company had performed all services and obligations related to the sale under the franchise agreement. As of December 31, 2025, 2024 and 2023 the Company has recorded deferred revenues of $898,540, $1,061,176, and $1,233,427 respectively, for initial franchise fees received but not earned. Revenues recognized during the years ended December 31, 2025, 2024 and 2023 that were part of the deferred revenues balance as of December 31, 2025, 2024 and 2023 were $314,882, $467,253, and $468,342, respectively.

  The distinct performance obligation rendered in connection with pre-opening training revenues provided to franchisees of $184,000, $149,750, and $115,500 are recognized as a component of initial franchise and option fees in the Company's 2025, 2024 and 2023 results of operations, respectively.

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Huntington Learning Centers, Inc.
Notes to Financial Statements
December 31, 2025, 2024 and 2023

Revenue recognized from the sale of franchises and franchise options for the years ended December 31, 2025, 2024 and 2023 is as follows:

	2025	2024	2023
Initial franchises	$ 703,637	$ 653,251	$ 432,613
Franchise options fees	370,618	376,639	452,735
	$ 1,074,255	$ 1,029,890	$ 885,348

- *Continuing Franchise Fees*
  Royalties are recorded as revenue when earned based on a percentage of the franchisee's gross revenue. Royalty amounts are determined based on a franchise agreement between the Company and the franchisee. Royalty revenues total $12,955,468, $13,657,190, and $13,023,715 in 2025, 2024 and 2023, respectively.

  Also included in continuing franchise fees are revenues for additional programs and services provided by the Company those franchises elect to participate in and for which they sign a separate agreement for a specific, published transaction price. Fees for these programs and services are recorded as revenue as earned or when such performance obligations are fulfilled. Revenue recognized for these programs and services totals $7,314,800, $7,262,582, and $7,842,975 in 2025, 2024 and 2023, respectively. There were no deferred revenues for other franchise fees received but not yet earned at December 31, 2025, 2024 and 2023.

- *Equipment and Material*
  From time to time, the Company sells computer equipment and educational materials to franchisees. Fees from the sale of these items are recorded as revenue when earned, generally when such materials are shipped. The related revenue recognized totals $1,970,744, $2,136,954, and $1,469,620 in 2025, 2024 and 2023, respectively.

The total number of independently owned franchises at December 31, 2025, 2024 and 2023 was 243, 260 and 273, respectively. During the years ended December 31, 2025, 2024 and 2023, the Company executed 10, 3, and 11 new franchise agreements, respectively. At December 31, 2025, 2024 and 2023, there were 2, 4, and 6 affiliate-owned and controlled centers, respectively; the financial condition and results of operations of these affiliate owned centers are not included in the accompanying financial statements (see Note 5). In 2019, this affiliate announced a formal plan to divest these owned and controlled centers. While no assurances can be given, these remaining sales are expected to continue in future years.

Amounts billed and due from the Company's franchisees are classified as accounts receivables, net, on the accompanying balance sheets. At January 1, 2023, such amounts totaled $1,477,123 and deferred revenue arising from franchise arrangements totaled $1,431,472.

d. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during this period. The more significant estimates used by management relate to the valuation of accounts and notes receivable (and the related bad debt expense/recovery), the settlement of balances with affiliates, the measurement and useful lives of capitalized franchise costs and deferred franchise fees and the useful lives assigned to furniture, equipment and software (when placed in service). Accordingly, actual results as determined at a later date could differ from these estimates.

Huntington Learning Centers, Inc.
Notes to Financial Statements
December 31, 2025, 2024 and 2023

e. Cash

The Company has significant cash balances at financial institutions which throughout the year regularly exceed the Federally insured limit of $250,000. Any loss incurred or a lack of access to such funds could have a significant adverse impact on the Company's financial condition, results of operations, and cash flows. The amount of uninsured cash balances approximated $1,750,000 at December 31, 2025.

f. Concentrations of Credit Risks (also see Note 5)

Concentrations of credit risk with respect to trade accounts and notes receivable are limited due to the large number of franchisees who are dispersed throughout the United States. From time to time, the balances of certain receivables represent a concentration of credit risk. To reduce such risks, the Company routinely analyzes the financial strength of franchisees and, although collateral is not required, believes that the Company maintains allowances for potential credit losses sufficient to cover its trade accounts and notes receivable credit risk.

The Company has outstanding receivable balances with affiliates. The Company expects to collect a portion from, or offset a portion of amounts due, the affiliates in the succeeding year; accordingly, such amounts are historically classified as a current or non-current asset in the accompanying balance sheets.

g. Accounts Receivable (also see Note 2)

Accounts receivable are uncollateralized, interest bearing, franchisee obligations due under normal trade terms generally requiring payment within 15 to 30 days from the invoice date. Every franchisee signs a guarantee agreement. Accounts receivable are stated at the amount billed to the franchisee. Payments of accounts receivable are allocated to the specific invoices identified on the franchisee's remittance advice or, if unspecified, are applied to the earliest unpaid invoices. Franchisee account balances with invoices dated past the due date are typically considered delinquent and bear interest at various rates up to 18% per annum. Accrued interest at December 31, 2025, 2024 and 2023 is not considered material to the accompanying financial statements.

Management individually reviews all delinquent accounts and notes receivable balances that exceed their due date and based on an assessment of current creditworthiness, estimates the portion, if any, of the balance that will not be collected. The carrying amount of accounts receivable is reduced by a valuation allowance that reflects management's best estimate of the amounts that will not be collected. Accounts deemed uncollectible are written off against the allowance.

h. Furniture, Equipment and Software

Furniture and Equipment

Furniture and equipment are recorded at cost. Depreciation is recorded over the estimated useful lives of three to five years using the straight-line method. Amortization of leasehold improvements is included as a component of depreciation expense. When property or equipment is sold or otherwise disposed of, the cost and related accumulated depreciation are removed from the respective accounts, and the resulting gain or loss is reflected in results of operations. Expenditures for maintenance, repairs and improvements which do not significantly extend the useful lives of the assets are charged to expense as incurred.

Capitalized Software

The Company is in the process of implementing and developing an integrated software system and associated costs have been capitalized in accordance with Financial Accounting Standards Board ("FASB") *ASC Topic 350 "Intangibles - Goodwill and Other"*. The Company has capitalized incurred costs through December 31, 2025 and 2024 and the components of the system that were placed into service in 2025 and 2024 have a useful life of five years.

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Huntington Learning Centers, Inc.
Notes to Financial Statements
December 31, 2025, 2024 and 2023

i. Long-Lived Assets

The Company annually evaluates the net realizable value of long-lived assets, principally furniture, equipment and software, relying on a number of factors including operating results, business plans, economic projections and anticipated future cash flows. An impairment in the carrying value of an asset is recognized whenever future cash flows (undiscounted) from an asset are estimated to be less than its carrying value. The amount of the impairment recognized is the difference between the carrying value of the asset and its fair value. There were no impairment losses recorded in the years ended December 31, 2025, 2024 and 2023.

j. Capitalized Franchise Cost

In accordance with ASC 340-40, the Company capitalizes incremental, direct costs that were incurred in securing the underlying franchise agreement. Such costs are principally comprised of broker and sales commissions. Such costs are amortized in the Company's results of operations over the terms of the underlying franchise agreements. The amortization expense in 2025, 2024 and 2023 totaled $201,261, $342,422 and $348,480, respectively.

k. Income Taxes

The Company elected to be taxed as an "S" corporation under the provisions of the Internal Revenue Code, as well as for all state income tax purposes. In lieu of federal corporate income taxes, the stockholders are taxed individually on their proportionate share of the Company's taxable income. Accordingly, no provision for federal income taxes is provided for in these financial statements.

Under New Jersey State "S" corporation provisions, the majority of income taxes are also the responsibility of the individual stockholders. Corporate state income taxes, which are the Company's responsibility, are provided at statutory rates.

The Company follows authoritative guidance that clarifies the accounting for uncertainty in income taxes recognized in an entity's financial statements and prescribes a recognition threshold of more-likely-than-not to be sustained upon examination. Measurement of the tax uncertainty occurs if the recognition threshold has been met. This interpretation also provides guidance on de-recognition, classification, interest and penalties, accounting in interim periods and disclosures. The Company conducts business domestically and files tax returns in the U.S. federal jurisdiction and various states. At present, there are no examinations by tax authorities, and the Company has no open years prior to 2021. The Company does not believe it has exposures arising from uncertain tax positions. Accordingly, for each of the years ended December 31, 2025, 2024 and 2023 the Company did not recognize any interest or penalties accrued for uncertain tax positions.

In recent years, various states implemented Pass-Through Business Alternative Income Tax ("BAIT") provisions. Under the provisions, pass-through entities may elect to pay a BAIT due on the sum of each of the member's share of distributive proceeds. The stockholders may then claim a tax credit for the amount of tax paid by the pass-through entity on their share of distributive proceeds. The Company elected to adopt these provisions in 2022, and total state income tax expense (including BAIT) was $12,047, $195,252 and $263,858 in 2025, 2024, and 2023, respectively.

l. Advertising

The Company expenses the cost of advertising and promotions as incurred. Advertising and promotional costs charged to operations amounted to $1,312,131, $1,329,064, and $1,033,004 in 2025, 2024 and 2023, respectively.

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Huntington Learning Centers, Inc.
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m. New Accounting Pronouncements

On July 30, 2025, the FASB issued Accounting Standards Update ("ASU") 2025-05, Financial Instruments - Credit Losses (Topic 326): *Measurement of Credit Losses for Accounts Receivable and Contract Assets*. The amendments in the ASU provide: (1) all entities with a practical expedient and (2) entities other than public business entities with an accounting policy election when estimating expected credit losses for current accounts receivable and current contract assets arising from transactions accounted for under FASB ASC 606, *Revenue from Contracts with Customers*. The practical expedient and the accounting policy election, if applicable, in ASU 2025-05 will be applied prospectively. The amendments will be effective for the Company in their year ending December 31, 2026, and interim reporting periods within that annual reporting period. Early adoption is permitted in both interim and annual reporting periods in which financial statements have not yet been issued or made available for issuance.

The Company's accounts receivables are uncollateralized obligations due under normal trade terms from franchised learning centers, as previously discussed. The Company also has notes receivable from certain franchisees as discussed in Note 2. The Company's methodology for establishing an allowance beginning in 2023 for expected credit losses is described further in Note 2.

Management is not aware of any other new accounting pronouncements that would have a material effect on the current or prospective periods' financial statements.

2. Notes and Accounts Receivable

The Company carries its notes receivable at the principal amount due and accounts receivable at the value of the underlying transactions, reduced by an allowance for expected credit losses. Management evaluates significant factors that could affect the collectability of its accounts and notes receivable on a periodic basis and establishes an allowance for expected credit losses, if necessary, based on historical experience and any changes in the current and forecasted environment. As previously discussed in Note 1, assessments of the current and future economic environment and a review of the franchisee operations are performed periodically which include: aging of accounts receivable, analysis of the overall industry outlook, economic performance, timeliness of cash collections, historical analysis of the individual franchisee, and any geographic areas of concern. The Company evaluates this allowance for expected credit losses on its notes receivable which also includes an analysis of past payment history, credit worthiness of the borrower, and timeliness of contractual payments of interest and principal on the notes receivable in accordance with terms of the note agreement. The Company will use all resources available to recover the principal and interest on any delinquent notes receivable payments, including seeking legal action. These notes bear interest at rates of 8 to 10% per annum, have original maturity terms of 12 to 60 months from the date of issuance and are collateralized by liens on equipment, vehicles or real estate and contain personal guaranties by the borrower.

Information on these notes is as follows as of December 31, 2025, 2024 and 2023:

	2025	2024	2023
Notes receivable, gross	$ 380,368	$ 126,886	$ 161,427
Allowance for credit losses	(188,000)	(16,466)	(16,691)
Notes receivable, net of allowance	192,368	110,420	144,736
Less: Current maturities	(88,554)	(63,825)	(98,069)
Notes receivable, net of current portion	$ 103,814	$ 46,595	$ 46,667

Huntington Learning Centers, Inc.
Notes to Financial Statements
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Estimated maturities of notes receivable, net of loan loss allowance, in future periods for years ending December 31 are as follows:

2026	$	88,554
2027		65,330
2028		28,064
2029		10,420
	$	192,368

The aggregate provision for credit losses, which include amounts related to notes receivable, net of recoveries, was $471,859, $463,416, and $193,744 for the years ended December 31, 2025, 2024 and 2023, respectively.

Activity in the allowance for credit losses in the Company's notes receivable for each of the years ended December 31 is as follows:

Beginning balance, January 1, 2023	$	16,053
Provision, net of recoveries		16,691
Write-offs		(16,053)
Ending balance, December 31, 2023		16,691
Provision, net of recoveries		16,466
Write-offs		(16,691)
Ending balance, December 31, 2024		16,466
Provision, net of recoveries		188,000
Write-offs		(16,466)
Ending balance, December 31, 2025	$	188,000

As discussed in Note 1, accounts receivable are amounts billed to franchisees under normal trade terms. A summary of the accounts receivable, net, as of each of the years ended December 31, 2025, 2024, and 2023 are as follows:

	2025	2024	2023
Accounts receivable	$ 2,444,602	$ 2,093,364	$ 2,052,455
Allowance for credit losses	(654,483)	(520,943)	(229,342)
Accounts receivables, net	$ 1,790,119	$ 1,572,421	$ 1,823,113

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Huntington Learning Centers, Inc.
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Activity in the allowance for credit losses in the Company's accounts receivable for each of the years ended December 31 is as follows:

Beginning balance, January 1, 2023	$ 114,204
Provision, net of recoveries	177,053
Write-offs	(61,915)
Ending balance, December 31, 2023	229,342
Provision, net of recoveries	446,725
Write-offs	(155,124)
Ending balance, December 31, 2024	520,943
Provision, net of recoveries	283,859
Write-offs	(150,319)
Ending balance, December 31, 2025	$ 654,483

3. Furniture, Equipment and Software (Also See Note 7)

Furniture and equipment consist of the following as of December 31, 2025, 2024 and 2023:

	2025	2024	2023
Furniture and fixtures	$ 77,164	$ 77,164	$ 77,164
Computer and software	16,437,165	15,070,176	11,716,243
Leasehold improvements	84,589	84,589	84,589
	16,598,918	15,231,929	11,877,996
Less: Accumulated depreciation	(9,265,498)	(8,225,720)	(7,453,662)
Furniture and equipment, net	$ 7,333,420	$ 7,006,209	$ 4,424,334

Depreciation expense related to furniture and equipment was $1,039,778, $772,059, and $523,101 in 2025, 2024 and 2023, respectively. The total capital expenditures pertaining to an Enterprise Resource Planning and Customer Resource Management systems that have not been placed into service as of December 31, 2025 and 2024 totaled $3,674,891 and $3,475,635, respectively, and are included within computer and software.

4. Line of Credit and Financing Arrangements (Also See Note 7)

Prior Agreement
In March of 2021, the Company and affiliates (as co-borrowers, collectively, the "Borrowers") executed, through an amendment, a successor financing arrangement with a bank for a $3 million revolving line of credit that expired, as amended, on September 30, 2025 ("former line of credit").

Under the former line of credit, the Company and the affiliates were subject to certain operational and financial covenants, including, but not limited to, a fixed charge coverage ratio of not less than 1.2 to 1. The Company and its affiliates did not comply with the fixed charge coverage ratio covenants for the years ended December 31, 2024 and 2023; however, the bank subsequently granted waivers on such noncompliance in 2025 and 2024. There were no outstanding borrowings under the former line of credit as of December 31, 2024 and 2023.

In connection with a predecessor credit agreement with the same bank as the March 2021 agreement, the affiliates borrowed $2,400,000 under a mortgage loan which was paid off in 2024 (see Note 7).

Current Agreement
In September of 2025, the Borrowers entered into a new financing arrangement with a different bank, consisting of a $6.5 million revolving line of credit that expires on September 16, 2028 ("current line of credit").

Huntington Learning Centers, Inc.
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The current and former line of credits have been available, as needed, for general working capital purposes of both the Company and its affiliates. Each entity records a liability for the direct funding it receives under these financing arrangements.

The interest rate on the current and former line of credits is (was) based on specific indices defined in the agreements. The Company's portion of the interest expense, as a co-borrower, during the years ended December 31, 2025, 2024 and 2023 was $10,876, $9,500 and $7,646, respectively.

The Company and its affiliates are subject to certain operational and financial covenants under the new credit agreement, including, but not limited to, a maximum consolidated leverage ratio of 2 to 1. As of December 31, 2025, the Borrowers were in compliance with the applicable covenants. The Company had no outstanding borrowings under the current line of credit, whereas an affiliate had outstanding borrowings of $2,008,608 as of December 31, 2025.

Borrowings under the current line of credit are collateralized by a first-priority security interest in substantially all of the assets of the Borrowers, including cash, accounts receivable, inventory, equipment, and certain intangible assets. The obligations under the credit agreement are guaranteed by certain affiliated entities.

Outstanding balances under the current and former line of credits are (were) secured by defined assets of both the Company and the affiliates. In addition to the Company serving as a co-borrower, other affiliated companies, as well as certain Stockholders of the Company (under the former credit agreement), also provide guaranties. The Company does not receive any compensation for serving as co-borrower or guarantor.

5. Related Party Transactions

The Company is affiliated with companies under common control and has extensive transactions with affiliates.

As part of an overall cash management program, the Company transfers excess funds to an affiliate and records a receivable from the affiliate. Net amounts receivable from all affiliated companies totaled $5,714,930, $4,897,136, and $7,060,661 at December 31, 2025, 2024 and 2023, respectively. Of these 2025, 2024 and 2023 amounts, a total of $3,143,212, $2,693,425, and $3,883,364 are (were) not expected to be settled by its affiliates until the subsequent year and therefore are presented as non-current assets on the respective December 31, 2025, 2024 and 2023 balance sheets. The Company's management has developed a formal plan to further reduce the aforementioned receivable balance in the year ending December 31, 2026. There were no amounts due to affiliated companies at December 31, 2025, 2024 and 2023.

The Company performs certain management services for the affiliate-owned centers at determined fees. Included in continuing franchise fees are $138,521, $161,091, and $321,934 in 2025, 2024 and 2023, respectively, earned from such services.

During the years ended December 31, 2025, 2024 and 2023, the Company had distributions to stockholders totaling $267,389, $679,113, and $1,610,273, respectively. At December 31, 2025 and 2024, the Company had accrued distributions to stockholders of $57,261 and $39,461, included as a component of accounts payable and accrued expenses in the accompanying respective balance sheets. There were no outstanding amounts due as of December 31, 2023.

As discussed in Note 1, during the years ended December 31, 2025, 2024 and 2023, the Company had total state income tax expense (including BAIT) of $12,047, $195,252 and $263,858, respectively.

6. Litigation

The Company is a party to lawsuits and claims arising out of the conduct of its business, some of which relate to the collection of amounts due from specific franchisees. While the ultimate outcome of these proceedings cannot be predicted with any degree of certainty, management believes the overall effect of these lawsuits will not be material to the Company's financial position, results of operations or cash flows. At December 31, 2025, 2024 and 2023, there were no amounts accrued for the disposition of such matters.

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Huntington Learning Centers, Inc.
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7. Commitments (Also See Note 4)

The Company, along with affiliated companies, had guaranteed the mortgage debt of certain affiliated partnerships which was due in installments through February 2026. The outstanding balance of the mortgage note approximated $1,480,000 at December 31, 2023 and was subsequently paid off in 2024.

The Company estimates that the remaining capital expenditures related to the implementation of its new software systems approximate $909,000 in the year ending December 31, 2026.

8. Subsequent Events

The Company has evaluated subsequent events after the financial statement date through April 9, 2026, which is the date the financial statements were available to be issued. Based on this evaluation, the Company has determined that no subsequent events have occurred, which require disclosure in, or adjustment to, the financial statements.

EXHIBIT B

TO THE HUNTINGTON LEARNING CENTERS, INC. FRANCHISE DISCLOSURE DOCUMENT

FRANCHISE AGREEMENT WITH EXHIBITS

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HUNTINGTON LEARNING CENTERS, INC.

FRANCHISE AGREEMENT

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TABLES

EXHIBITS

Unless otherwise indicated, all references to exhibits and attachments are to exhibits attached to this Agreement. All exhibits and attachments to this Agreement are incorporated into this Agreement by reference.

Table 1 **Directions for you to complete this Franchise Agreement and its exhibits and attachments.** **Return all signed copies of the Franchise Agreement, exhibits, and attachments to the Franchisor.** **The table of contents and Table 1 are not part of the Franchise Agreement or any of its exhibits or attachments.**	
Signing procedure	• We use DocuSign or a similar service for you and us to sign.
Table 2, "Identifying Information and Defined Terms"	• Verify entries for Franchisee, including name, legal entity, state, address, and address for notices. If you have a Premises, verify its address. Verify names of Site Selection Area, Exclusive Area, and fees. Please do not enter the Agreement Date or Expiration Date; we enter them when we sign.
Franchise Agreement signatures on page 112	• Verify the name of the Franchisee. • All Owners must sign.
Exhibit A, Guarantee Agreement	• In the table at the beginning of the Guarantee, verify name of the Franchisee and Exclusive Area. • Enter the address to which you want notices sent in the Guarantee Agreement's Paragraph 17. • All Guarantors must sign and date the Guarantee Agreement. • Complete Attachment A by entering your Guarantors' names, addresses, etc.
Exhibit B, Confidentiality Agreement	• Each of your employees must sign a Confidentiality Agreement. • You keep these Confidentiality Agreements in your files.
Exhibit C, Amendment Agreement for Restrictions on Transfers (For Partnership or Limited Liability Company)	If the Franchisee is a partnership or limited liability company, then: • Enter the name of the Franchisee. • Enter the date you sign the Amendment. • All partners or members must sign. Keep this amendment in your files.
Exhibit D, Confession of Judgement	• In the table at the beginning of the Confession, verify names of the Franchisee and Exclusive Area. • All Owners and Guarantors must sign.
Exhibit E: Assignments, notifications (phones, email, internet, employees, etc.)	These directions apply to each of these exhibits: • In the table at the beginning of each exhibit, verify names of the Franchisee and Exclusive Area. • All Owners must sign each exhibit.
Exhibit F, Market Development Plan	• Verify its contents. • All Owners must sign.
Exhibit G, Site Selection Area Description	• In the table at the beginning of the exhibit, verify its contents. • All Owners must sign.
Exhibit H, Exclusive Area Description	• In the table at the beginning of the exhibit, verify its contents. • All Owners must sign.
Exhibit I, ACH Automatic Withdrawal Authorization	• Verify and initial the name of the Franchisee. • Do not enter a date at the top of the page. We will enter it. • Enter all requested bank account information. • Send us a voided business account check. • All Owners must sign.

Table 2. Identifying Information and Defined Terms				
Name of the franchisor ("we", "us", "our", and "Franchisor")	Huntington Learning Centers, Inc.			
Name of the franchisee ("you" and "Franchisee"). If the Franchisee is a legal entity, enter that legal entity's name. If the Franchisee is one or more individuals, enter each of their names.				
The Franchisee is (circle one)	Individual(s)	Corporation	Partnership	Limited liability company
Franchisee's state. If the Franchisee is an individual(s), enter the state(s) in which the individual(s) reside. If the Franchisee is a legal entity, enter the state in which the entity is organized.				
Franchisee address. Enter a physical address. Do not enter a post office box.				
Franchisee address for notices. Enter a physical address. Do not enter a post office box.				
Premises address for your franchised Huntington Learning Center® business (If you and the Premises Landlord have executed a Premises lease as of the Agreement Date, enter "NA".)				
Site Selection Area name. "Site Selection Area" means a geographic area that is a circle with a one-mile radius centered on an agreed-upon physical address and is identified in Exhibit G. You must locate the Premises within the Site Selection Area, if, as of the Agreement Date, you and the Premises Landlord have not executed a lease for the Premises. You may open outside the Site Selection Area solely with our written permission, which we may refuse for any reason. If you and the Premises Landlord have executed a Premises lease as of the Agreement Date, enter "NA".				
Exclusive Area's name. "Exclusive Area" means that geographic area, if any, about or around the Premises as you and we determine and that is set forth in Exhibit H.				
Franchise ID. We assign this code after we sign this Agreement.				
Initial Franchise Fee	$42,000			
Training and Technology Initial Fee	$9,000			
Effective date ("Agreement Date") of this Agreement. We enter this date when we sign this Agreement.				
The date ("Expiration Date") upon which this Agreement expires. If blank, it is 10 consecutive years after the Agreement Date. We enter this date when we sign this Agreement.				

This FRANCHISE AGREEMENT ("Agreement") is made, entered into, and effective on the Agreement Date, regardless of the actual date of signatures, between Huntington Learning Centers, Inc., a corporation incorporated in Delaware, and you, the Franchisee.

RECITALS

A. We or our affiliates, over a period of time and as a result of the expenditure of time, skill, effort, and money have developed and own a distinctive, valuable instructional format and operating system relating to the establishment, development, and operation of brick and mortar facilities to deliver uniform, high quality tutoring at these facilities, online, and in schools in a personal and professional manner in reading, phonics, study skills, mathematics, and related subjects principally to students in grades kindergarten through grade 12; and tutoring to prepare students for standardized and state entrance examinations, principally the SAT and ACT; all of which we may change, improve, and further develop at any time and from time to time; and

B. Our distinct instructional format and operating system (the "System") consists of uniform standards and procedures for the marketing and operation of, and procedures, business practices, and management methods for, a franchised HLC, which include the mandatory offer and sale of Huntington Services and eTutoring and the optional offer and sale of Contract Services; preparation of customer, school, doctor, psychologist, and Public Entity contact lists; procedures for student administration; sales and marketing materials; testing and instructional materials and curricula, including certain testing and instructional materials and curricula we own or license; computer software, including certain software we own or license; selective personnel policies; training procedures for your Owners and staff; standards and specifications for inventory, supplies, equipment, furniture, and fixtures for a franchised HLC; standards and specifications for the construction and decoration of a franchised HLC; promotional materials; marketing and advertising techniques and materials; design specifications; and accounting, business, and administrative systems (including accounting, bookkeeping, cash control, and finance procedures and systems); all of which we may change, improve, and further develop at any time and from time to time; and

C. The System's distinguishing characteristics include distinctive exterior and interior design, décor, layout, and color scheme; specialized equipment, furnishings, materials, curricula, testing, programs, and materials; Huntington Manuals; uniform operating methods, procedures, and techniques; other confidential operations procedures; and methods and procedures for record keeping and reporting, purchasing, marketing, and advertising, all of which we may change, improve, and further develop at any time and from time to time; and

D. The System is identified by means of certain trade names, service marks, trademarks, trade dress, logos, logotypes, emblems, and indicia of origin, including marks "Huntington Learning Center®" and "Huntington Learning Center® (with design)" and such other trade names, service marks, and trademarks that we currently designate (and which we may designate at any time and from time to time by written notice) for use in connection with the System (collectively, the "Marks"); and

E. We or our affiliates have developed and licensed certain works and materials for which we have secured common law or registered copyright protection and that we allow franchisees to use, sell, or display in connection with the marketing or operation of a HLC, whether such works and materials are now in existence or may be created after the Agreement Date; and

F. We offer qualified persons who meet our minimum standards for character, skill, aptitude, attitude, business ability, and financial capacity the right to own and operate a franchised HLC using the System and Marks (a "Franchised Business") offering the products and services that we authorize (and only the products and services that we authorize) and using our business system, business formats, methods, procedures, signs, designs, layouts, standards, specifications, retail products, all of which we may improve, further develop and otherwise modify at any time and from time to time; and

G. You understand the importance of our high standards of quality, service, appearance, safety, and service and the requirement of operating the Franchised Business in accordance with this Agreement, all other written agreements between you and us, and our standards, specifications, and procedures, including our Huntington Manuals; and

H. You understand each HLC must provide a highly personalized approach to tutor students, interact with them and their parents or guardians, communicate with their schools and professionals, and support and manage part- and full-time staff; and

I. All this Agreement's exhibits and attachments are incorporated into this Agreement by reference. Unless otherwise indicated, all references to exhibits are to exhibits attached to this Agreement. You carefully and thoroughly have read all this Agreement and all its exhibits and attachments. You understand fully this Agreement and all its exhibits and attachments in their entirety. You carefully and thoroughly read all the Franchise Disclosure Document and all its exhibits and attachments. You understand fully the Franchise Disclosure Document and all its exhibits and attachments in their entirety. You have had full and adequate opportunity to consult with, and be advised by, counsel and other professionals of your own choosing regarding the Franchise Disclosure Document and this Agreement and the transaction governed by this Agreement; and

J. You desire that we award you franchise rights for the purpose of operating a Franchised Business and provide you initial training in connection with establishing a Franchised Business; and

K. You have applied for a franchise to own and operate a Franchised Business; and

L. We have approved your application to become our franchisee relying on your Owners' skills, qualifications, and representations and the trust and confidence we place in you and your Owners; and on all your representations, warranties, and acknowledgements contained in such application and this Agreement.

NOW, THEREFORE, you and we acknowledge and agree that Table 2 and each of the Recitals set forth above are true and accurate; and Table 2 and each of the Recitals are incorporated into this Agreement by reference and are made part of this Agreement. In consideration of the undertakings and commitments of each party to the other party set forth in this Agreement and all of the above representations and acknowledgements, including the above Recitals and the identifying information and defined terms in the Recitals and Table 2 above, the parties, who each intend to be legally bound by this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

1 DEFINED TERMS

As used in this Agreement, the terms in this Paragraph 1 have the following meanings:

1.1 **Accrediting Body.** "Accrediting Body" means Middle States Association of Colleges and Schools (MSA) or any other or successor organization(s), as we determine.

1.2 **ACT.** "ACT" means the ACT Assessment, a standardized college admissions test created by ACT, Inc. ACT is a registered trademark of ACT, Inc.

1.3 **Added Software**. "Added Software" means any software we may own or license from third parties now or after the Agreement Date that we may, in our sole discretion, introduce into the System. Added Software may include Customer Relationship Management Software, Scheduling Software, and Text Messaging Software. We have the right to require you use such software. We have the right to require you pay us and vendors initial and on-going fees for its use.

1.4 **AE Fee**. "AE Fee" is a fee you pay us for each of your academic evaluations from whatever source and for whatever reason or service. An academic evaluation occurs when you administer any initial test and, if you enroll a student without an initial test, upon such student's enrollment.

1.5 **Agreement Date.** "Agreement Date" is defined in Table 2, above.

1.6 **Agreement.** "Agreement" means this Franchise Agreement.

1.7 **Amounts Due Under a Monetary Default or Amounts Due.** The "Amounts Due Under a Monetary Default" or "Amounts Due" is the sum of all amounts due under any Monetary Default and include Royalties, Advertising Fund contributions (including Huntington Advertising Fund contributions, Contract Services Advertising Fund contributions, and MicroSchool Advertising Fund contributions), other monthly fees (including Call Center, Virtual Testing, Conference Services, Training and Technology), interest, late charges, audit costs, indemnity obligations, or any other such amounts.

1.8 **Applicable Data Privacy Laws.** "Applicable Data Privacy Laws" means those applicable federal, state and local laws, rules, and regulations related to the security and privacy of Personal Data, including but not limited to as applicable to such Personal Data: (a) the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"), as well as any applicable local or state laws for the handling of such information, (b) Children's Online Privacy Protection Act ("COPPA"), (c) Telephone Consumer Privacy Act ("TCPA"), (d) the data security breach notification laws and data security laws of the various states of the United States and other privacy, security, labor, and consumer protection laws, as they may be adopted, implemented, or amended from time to time; (e) the California Consumer Privacy Act of 2018 and its implementing regulations as modified by the California Privacy Rights Act of 2020 ("CCPA"); (f) the Colorado Privacy Act of 2021 ("CPA"); (g) the Virginia Consumer Data Protection Act of 2021 ("VCDPA"); (h) the Utah Consumer Privacy Act of 2022 ("UCPA"); and (i) the Connecticut Data Privacy Act of 2022 ("CDPA").

1.9 **Approved Public Entity**. An "Approved Public Entity" is a Public Entity we approve for you to provide Contract Services.

1.10 **Audit**. "Audit" means any examination, evaluation, inspection, or audit conducted by us or our employees or agents in any manner, including in-person or remotely.

1.11 **Brand Standards Manual.** "Brand Standards Manual" means the electronic and non-electronic documents containing our Brand Standards.

1.12 **Brand Standards.** "Brand Standards" means the description of the System, including both mandatory and elective standards, specifications, policies, and procedures relating to the Marks and System, all of which we may change from time to time.

1.13 **Call Center License.** "Call Center License" means the non-exclusive, limited right and obligation to use the Call Center in connection with the Franchised Business.

1.14 **Call Center Monthly Use Fee**. "Call Center Monthly Use Fee" means the nonrefundable fee you pay to us each month during the term of the Call Center License.

1.15 **Call Center Standards**. "Call Center Standards" means the written description of the Call Center, including its mandatory and elective standards, specifications, policies, and procedures relating to it.

1.16 **Call Center**. "Call Center" means a call center we or our affiliate operates. It responds to inquiries to HLC advertised phone numbers and the Phone Number during designated hours. We or our affiliate may change, improve, and further develop the Call Center at any time and from time to time.

1.17 **Coaching Hourly Connection Fee**. "Coaching Hourly Connection Fee" is the hourly fee you pay us for your use of Coaching Services.

1.18 **Coaching Services**. "Coaching Services" and "Coaching" mean a department we or our affiliate operates to help prepare you and your full-time staff for initial conferences for Learning Center Services and Test Prep Services during designated hours. We may change, improve, and further develop Coaching at any time and from time to time.

1.19 **Conference Services License.** "Conference Services License" means the non-exclusive, limited right and obligation to use Coaching and Virtual Conferencing in connection with the Franchised Business.

1.20 **Conference Services Monthly Use Fee.** "Conference Services Monthly Use Fee" means the nonrefundable fee you pay to us each month during the term of the Conference Services License.

1.21 **Conference Services Standards**. "Conference Services Standards" means the written description of Coaching and Virtual Conferencing, including mandatory and elective standards, specifications, policies, and procedures relating to them.

1.22 **Conference Services.** "Conference Services" means Coaching and Virtual Conferencing.

1.23 **Confidential Information**. "Confidential Information" means certain proprietary and non-public information, data, materials, and know how relating to the development, marketing, and operation of HLCs, whether contained in the Huntington Manuals or otherwise; and, without limiting the foregoing, includes all intangible assets including (a) patents (design, utility, or otherwise), patent disclosures, applications and inventions (whether ultimately deemed patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) all original expressions in any medium, including registered and unregistered copyrights and copyrightable works, and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) all other intangible assets related to any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

1.24 **Contract Services Advertising Fund Fee.** "Contract Services Advertising Fund Fee" means the nonrefundable monthly contribution you pay into the Contract Services Advertising Fund.

1.25 **Contract Services Advertising Fund.** "Contract Services Advertising Fund" means a fund we created and manage to pay the expenses of promoting and enhancing the value, general public recognition, and acceptance of the Marks in connection with Contract Services.

1.26 **Contract Services License.** "Contract Services License" means the non-exclusive, limited right and obligation to provide Contract Services in connection with the Franchised Business.

1.27 **Contract Services Revenue.** "Contract Services Revenue" means Gross Revenue for Contract Services.

1.28 **Contract Services.** "Contract Services" means Tutoring or Test Prep provided in-person at the Premises or at a Public Entity's premises or online using eTutoring in connection with Group Testing Marketing, In-school Exam Prep, or Public-Private Partnership and paid fully or partially by any Public Entity. Such payment may be through the federal No Child Left Behind Act (NCLB), the Every Student Succeeds Act (ESSA), as amended, the Individuals with Disabilities Education Act (IDEA), as amended, or any other local, city, state, and federal law or regulation.

1.29 **CoOp Advertising Fee.** "CoOp Advertising Fee" means a contribution payable to a CoOp.

1.30 **CoOp.** "CoOp" means a group of HLCs we designate that we formed to promote the value, general public recognition, and acceptance of the Marks.

1.31 **Copyrighted Works.** "Copyrighted Works" means any copyrighted or copyrightable name, item, material, book, test, curriculum item, electronic book, software, or other thing that we or our affiliates own or may develop from time to time in any language and that we authorize you to use in the Franchised Business. Copyrighted Works include the Huntington Manuals, Testing Materials and Curricula, forms, reports, advertising and promotional materials, books, electronic books, posters, signs, computer software, and any translation, paraphrasing, or summarization of any of these items.

1.32 **Customer Relationship Management Software**. "Customer Relationship Management Software" means any customer relationship management software we may own or license now or after the Agreement Date from third parties that we may, in our sole discretion, introduce into the System.

1.33 **Customer Service Call Fee.** "Customer Service Call Fee" is defined in Paragraph 6 below.

1.34 **Domain.** "Domain" means any website, domain name, blog, URL, electronic mail address, Internet presence, Networking Media Site, or other electronic communications portal.

1.35 **eCenter**. "eCenter" means a portal to a collection of web-based software tools and services.

1.36 **eCurricula**. "eCurricula" means electronic-based or electronic-delivered curricula and testing material and programs that we may own or third parties may license to us now or after the Agreement Date. If we make any eCurricula available to you, we have the right to require you pay us and vendors initial and on-going fees for its use.

1.37 **Email Address.** "Email Address" means a @HLCMail.com email address that we establish.

1.38 **eProblem.** "eProblem" means any problem, malfunction, failure of operation or transmission, or inappropriate operation or transmission of any kind that may occur at any time or from time to time in (a) any software or technology, including Franchisor Technology, we permit or require you to use; and (b) any computer system or program you use or any computer with which such software or technology is, or may be, operating at any location, including at, or in connection with, the Franchised Business. Such problem, malfunction, failure of operation or transmission, or inappropriate operation or transmission may be of any duration and may be of any severity. Such problem, malfunction, failure to operate, or inappropriate operation or transmission may be due to any reason or no reason, including our or third-party errors or omissions; any mix of computing capacity or resources; insufficient computing capacity or resources; security threats or breaches; spyware; malware; ransomware; scams; identity theft; developer, user, or administrator error; malicious activity by any third-party; failure of our or any third-party hardware; power disruptions and failures by us or any third party; internal or external network access disruptions and failures; authentication or authorization failures; inaccurate, corrupted, or missing data; date- or time-related problems; and inappropriate or erroneous transmission of your or Franchised Business attributes (like phone number, address, hours of operation and sensitive information, such as passwords) to or from, or in connection with, any Website, Networking Media Site. In connection with eProblem, the term "computer" includes any computer, personal computer, desktop computer, Chromebook, workstation, server, networked computer, notebook, laptop, tablet, personal digital assistant, phone, mobile phone, smart phone, information appliance, and similar device.

1.39 **ePromotion Fee.** "ePromotion Fee" is defined in Paragraph 6 below.

1.40 **eTutoring License.** "eTutoring License" means the non-exclusive, limited right and obligation to use eTutoring in connection with the Franchised Business.

1.41 **eTutoring Revenue.** "eTutoring Revenue" means Gross Revenue for eTutoring.

1.42 **eTutoring Service.** "eTutoring Service" or "eTutoring" means Tutoring and Test Prep provided online.

1.43 **Exclusive Area.** "Exclusive Area" is defined in Table 2, above.

1.44 **Expiration Date.** "Expiration Date" is defined in Table 2, above.

1.45 **Franchised Business.** "Franchised Business" means a franchised HLC.

1.46 **Franchisee Description Form**. "Franchisee Description Form" means the document in which you provide us information about the Franchisee and its Owners.

1.47 **Franchisee Entities.** "Franchisee Entities" means you and your past, present, and future affiliates and your and their successors and assigns and your and their respective past, present, and future board members, directors, officers, shareholders, employees, and agents.

1.48 **Franchisee.** "Franchisee" and "you" are defined in Table 2, above.

1.49 **Franchisor Entities.** "Franchisor Entities" means us and our past, present, and future affiliates and our and their successors and assigns and our and their respective past, present, and future board members, directors, officers, shareholders, employees, and agents.

1.50 **Franchisor Technology.** "Franchisor Technology" means any present and future software, hardware, networking, and technology and their related utilities, documentation, training, and assistance that we use, or, by written notice, require or permit you to use, in connection with the Franchised Business. Franchisor Technology includes Training and Technology Services, Franchisor extranet, Websites, our Networking Media Sites, Supporting Services, Online Training Facility, Software, the Platform, and any Added Software. We may provide such notice in the manner described in Paragraph 21 below or by email to any Email Address we provide to you.

1.51 **Franchisor.** "Franchisor", "we", "us", and "our" mean Huntington Learning Centers, Inc.

1.52 **Gross Revenue.** "Gross Revenue" means all received and accrued revenue, including cash, cash equivalents, and credit, derived directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity, from all business conducted with the use of the Marks or System or upon, from, or with, Huntington Services, eTutoring, or Contract Services, whether evidenced by check, cash, credit, charge, exchange, or otherwise (including the proceeds of any business interruption insurance policies) and whether for services or products provided or to be provided and whether such services or products are permitted or not permitted under this Agreement. Gross Revenue includes the fair market value of any goods or services received by you, directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity, in the event consideration other than cash is received. If you and we cannot agree on the fair market value of these goods and services, then we have the right to designate an independent appraiser, and the appraiser's determination of the fair market value will be binding. You will pay us all Third Party Costs (including the cost of the appraisal) we incur in connection with such appraisal. Gross Revenue must not be offset by any expense; however, Gross Revenue excludes (a) all sales or similar taxes that, by law, are chargeable to customers (if such taxes are separately stated and charged to the customer, paid by the customer, and paid to the appropriate taxing authority by you) and (b) any documented refund given to customers by you in good faith.

1.53 **Group Testing Marketing**. "Group Testing", "Group Testing Marketing", or "GTM" means group testing and conferences for the SAT or ACT.

1.54 **Guarantor.** "Guarantor" means each person who signs our Guarantee Agreement. The current version of the Guarantee Agreement is attached as Exhibit A.

1.55 **HLC.** "HLC" means a Huntington Learning Center® business.

1.56 **Home Tutoring.** "Home Tutoring" means Tutoring, Test Prep, and any testing, tutoring, homework help, test preparation, or other academic assistance that (a) is conducted in person in any manner at any location outside the Premises, including a student's, tutor's, or other individual's home or at a public place, such as a library or coffee shop; and (b) is in any academic or other subject, including reading, phonics, study skills, mathematics, science, or other subjects; or consists of preparation for any state or standardized entrance examination, including the SAT and ACT. Home Tutoring is not part of Huntington Services, eTutoring, Contract Services, or the franchise rights granted hereunder.

1.57 **Huntington Advertising Fund Fee.** "Huntington Advertising Fund Fee" means the nonrefundable monthly contribution you pay into the Huntington Advertising Fund.

1.58 **Huntington Advertising Fund, Inc.** "Huntington Advertising Fund, Inc." is the legal entity that administers the Huntington Advertising Fund.

1.59 **Huntington Advertising Fund.** "Huntington Advertising Fund" means a fund we created to pay the expenses of promoting and enhancing the value, general public recognition, and acceptance of the Marks in connection with Huntington Services and eTutoring.

1.60 **Huntington Learning Center®.** "Huntington Learning Center®" is a Mark under which the Franchised Business must operate.

1.61 **Huntington Manuals.** "Huntington Manuals" means the Brand Standards Manual, Call Center Standards, Virtual Testing Standards, Conference Services Standards.

1.62 **Huntington Services License.** "Huntington Services License" means the non-exclusive, limited right and obligation to use Huntington Services in connection with the Franchised Business.

1.63 **Huntington Services Revenue.** "Huntington Services Revenue" means Gross Revenue for Huntington Services.

1.64 **Huntington Services.** "Huntington Services" means Tutoring and Test Prep provided in person at the Premises to students while those students and their tutors are physically located at the Premises.

1.65 **Initial Franchise Fee.** "Initial Franchise Fee" means the nonrefundable fee you pay us upon execution of this Agreement in the amount set forth in Table 2, above.

1.66 **In-school Test Prep**. "In-school Test Prep", "In-school Exam Prep", or "ISEP" means courses to prepare for the ACT or SAT.

1.67 **Kick Start Marketing Program. "**Kick Start Marketing Program" is a mandatory marketing support program to help new and transfer HLCs kick start their marketing effort.

1.68 **LCOS.** "LCOS" or "Learning Center Operations System" is software you use at your Franchised Business.

1.69 **Learning Center Service.** "Learning Center Service" or "LC" means tutoring in reading, phonics, study skills, mathematics, and related areas provided in person to students by teachers.

1.70 **Loan Company**. "Loan Company" means a company that lends or can lend money to your customers to pay for the services you provide.

1.71 **Local Media.** "Local Media" mean advertising media that claim circulation in a certain geographic area and includes direct mail, newspapers, magazines, the Internet, blogs, webinars, and television, radio, and cable stations, as we authorize in Brand Standards or by written notice from time to time. We may provide such notice in the manner described in Paragraph 21 below or by email to any Email Address we provide to you.

1.72 **Marketing Communication Program**. "Marketing Communication Program" or "MCP" means a program designed to encourage current and former clients to enroll, re-enroll, or refer a friend.

1.73 **Marks.** "Marks" are defined in the Recitals, above.

1.74 **Material Item.** A "Material Item" is any interest in the Franchisee, the Franchise Agreement, any asset of your Franchised Business, any share of stock in a corporate Franchisee, any membership interest in a limited liability company Franchisee, any partnership interest in a partnership Franchisee, or any other material change in the Franchisee or the Franchised Business.

1.75 **Monetary Default**. A "Monetary Default" occurs if you fail to pay when due any amount you owe to us, our affiliates, or any Public Entity under this Agreement or any other agreement with us or our affiliates, including Royalties, Advertising Fund contributions (including Huntington Advertising Fund contributions, Contract Services Advertising Fund contributions, and MicroSchool Advertising Fund contributions), other monthly fees (including Call Center, Virtual Testing, Conference Services, Training and Technology), interest, late charges, audit costs, indemnity obligations, or any other such amounts.

1.76 **Networking Media Site**. "Networking Media Site" means any account, page, or other presence that you, we, or others establish on a social, education, business, or other networking website or electronic communications portal, including Facebook, Twitter, LinkedIn, Google+, Myspace, YouTube, Pinterest, Instagram, Patch, Yelp, Glassdoor, and online blogs, webinars, and forums.

1.77 **New Franchisee**. "New Franchisee" means a Franchisee who is neither a Transfer Franchisee nor a Renewal Franchisee.

1.78 **Non-Inquiry Transfer Fee.** "Non-Inquiry Transfer Fee" is defined in Paragraph 6 below.

1.79 **Non-monetary Default Fee.** "Non-monetary Default Fee" means a nonrefundable fee you must pay us in connection with a non-monetary default.

1.80 **Non-monetary Default.** "Non-monetary Default" means a non-monetary default under the Franchise Agreement, such as failure to lease a premises, open the HLC, complete initial training, submit profit and loss data, submit required reports, or miss a scheduled training or meeting without notice.

1.81 **Offering**. "Offering" means (a) any exempt offering, or (b) any offering of partnership interests, membership interests, securities, or (c) any Transfer of any or all the Franchisee, this Agreement, any rights or obligations under this Agreement, or any assets of the Franchised Business to a public company, private equity firm, venture capital firm, or similar entity.

1.82 **Online Training Facility.** "Online Training Facility" means a web-based portal through which we offer online courses.

1.83 **Opening Date.** "Opening Date" means the date you begin operating the Franchised Business from within the Premises.

1.84 **Outbound Calling Fee**. "Outbound Calling Fee" is defined in Paragraph 6 below.

1.85 **Owner.** "Owner" means an owner of any direct or indirect interest in the Franchisee.

1.86 **Personal Data.** "Personal Data" is any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, consumer, or household, or is otherwise the type of information that is regulated by Applicable Data Privacy Laws.

1.87 **Phone Number.** "Phone Number" means the telephone number, 800.226.5327, or such other telephone number(s) we authorize in Brand Standards or by written notice from time to time. We may provide such notice in the manner described in Paragraph 21 below or by email to any Email Address we provide to you.

1.88 **Platform Fee.** "Platform Fee" means the fee per student-hour you must pay us to use the Platform.

1.89 **Platform**. "Platform" means software we may own or license from third parties now or after the Agreement Date that we may, in our sole discretion, introduce into the System. The Platform includes an AI avatar.

1.90 **Premises Landlord.** "Premises Landlord" means the landlord of the Premises.

1.91 **Premises Lease.** "Premises Lease" means the lease you and the Premises Landlord execute.

1.92 **Premises.** "Premises" means the real property you lease or own (as legally described in your lease or deed) at a location approved by us and in which you establish and operate the Franchised Business.

1.93 **Pre-opening Obligations**. "Pre-opening Obligations" means those obligations to you we are required to fulfill under this Agreement before you begin operating the Franchised Business.

1.94 **Primary Owner.** "Primary Owner" means an Owner who is a natural person, not a legal entity.

1.95 **Processor**. "Processor" is defined in Paragraph 18.1.2.

1.96 **Public Entity**. "Public Entity" means a school, school district, government and non-government organization, corporate entity, and any other non-profit and for-profit organization.

1.97 **Public Standards**. "Public Standards" mean all present and future laws and regulations governing Contract Services; and all present and future Public Entities' standards and procedures, including their present and future standards and procedures relating to Contract Services.

1.98 **Public-Private Partnership**. "Public-Private Partnership" or "PPP" means Tutoring or Test Prep provided at a Public Entity or the Premises in connection with any local, city, state, or federal government program, including the federal No Child Left Behind Act (NCLB), the Every Student Succeeds Act (ESSA), as amended, the Individuals with Disabilities Education Act (IDEA), as amended, and any similar local, city, state, and federal law or regulation.

1.99 **Release.** "Release" means our then-current general release in our favor in a form we prescribe. The Release is a document that is separate and distinct from this Agreement.

1.100 **Relocation Policy.** "Relocation Policy" is defined in Paragraph 4 below.

1.101 **Renewal Franchise Agreement**. "Renewal Franchise Agreement" means the franchise agreement and all additional agreements and exhibits we then require when you exercise your option under Paragraph 3 below.

1.102 **Renewal Franchise Fee**. "Renewal Franchise Fee" means the fee you pay to us to execute a Renewal Franchise Agreement.

1.103 **Renewal Franchisee**. "Renewal Franchisee" means a Franchisee for whom this Franchise Agreement is a Renewal Franchise Agreement.

1.104 **Royalty.** "Royalty" means the nonrefundable amount of Gross Revenue you pay us each month in exchange for us granting you the limited, non-exclusive right to use the Marks and System.

1.105 **SAT.** "SAT" means the Scholastic Aptitude Test, a standardized college admissions test owned by the College Board, Inc. SAT is a registered trademark of the College Board, Inc.

1.106 **Scheduling Software**. "Scheduling Software" means scheduling software we may own or license now or after the Agreement Date that we may, in our sole discretion, introduce into the System.

1.107 **Security Breach.** "Security Breach" means any known or suspected unauthorized or unlawful use, exfiltration, theft, access, disclosure, loss, or acquisition of any Personal Data, Confidential Information, or any Franchisor Technology or other software you use in the Franchised Business.

1.108 **Site Selection Area.** "Site Selection Area" is defined in Table 2, above.

1.109 **Software Data.** "Software Data" means all data recorded using the Software and includes customer, school, school staff, phone, email, vendor, testing, instructional, scheduling, marketing, financial, and operational information.

1.110 **Software.** "Software" means LCOS and eCenter.

1.111 **Subject Tutoring Fee**. "Subject Tutoring Fee" is defined in Paragraph 6 below.

1.112 **Subject Tutoring Services.** "Subject Tutoring Services", "Subject Tutoring", or "ST" means in-person tutoring in junior high school and high school subjects and college math, science, and such other subjects as we determine from time to time.

1.113 **Subsequent Default Fee.** "Subsequent Default Fee" means a fee you must pay us in connection with your fourth and each subsequent default during the Term.

1.114 **Supporting Services**. "Supporting Services" mean the Call Center, Virtual Testing, and Conference Services.

1.115 **System.** "System" is defined in the Recitals above.

1.116 **Term.** "Term" means the period of time beginning on the Agreement Date and ending on the Expiration Date, unless this Agreement is terminated before the Expiration Date, in which case the Term is the period of time beginning on the Agreement Date and ending on the date of termination.

1.117 **Test Prep Service.** "Test Prep Service", "Test Prep", "Exam Prep Service", or "EP" means in-person tutoring to prepare for state examinations or high school or college standardized entrance examinations, including the SAT and ACT, or such other standardized examinations, as we determine from time to time.

1.118 **Testing Materials and Curricula.** "Testing Materials and Curricula" means any testing materials or curricula (including electronically-based, non-electronically-based, electronically-delivered, and non-electronically-delivered) that we require or permit you to use in the Franchised Business, including any testing materials or curricula we own or license from third parties and including any related documentation, instructional procedures, material, training, and assistance; and includes our eCurricula, math programs, study skills program, writing program, and Test Prep program. We may change Testing Materials and Curricula from time to time.

1.119 **Text Messaging Software**. "Text Messaging Software" means text messaging software we may own or license now or after the Agreement Date that we may, in our sole discretion, introduce into the System.

1.120 **Third Party Costs**. "Third Party Costs" means all costs, expenses, and losses we incur in connection with the matters involved; will not be limited by any federal, state, or municipal statute or rule of any court; and includes those costs, expenses, and losses we incur for, and in connection with, attorneys, accountants, consultants (including architects, brokers, accrediting bodies, collection costs, investment bankers, investigating agencies, agents, and other consultants), expert witness fees, costs of investigation and proof of facts, travel and living expenses, escrow costs, court costs, litigation costs, arbitration costs, mediation costs, and costs of alternative dispute resolution, regardless of whether litigation, arbitration, mediation, or alternative dispute resolution is commenced; and includes all costs, expenses, and losses we incur in connection with any damages associated with the matters involved. If "Third Party Costs" include any attorneys', accountants', or consultants' fees or costs, then attorneys', accountants', and consultants' fees or costs means the full and actual amounts of any legal, accounting, and consulting services rendered in connection with the matters involved and will not be limited to "reasonable attorneys' fees and costs", "reasonable accountants' fees and costs", or "reasonable consultants' fees and costs" as defined by any federal, state, municipal statute, rule of court, or court or arbitrator decisions. No Third Party Cost you pay to us is refundable.

1.121 **Total Purchase Price**. "Total Purchase Price" is all consideration of any kind paid, payable, or credited, directly or indirectly, to the Franchisee, any Owner, any Guarantor, any other individual or entity in connection with a Transfer, whether money, property, or other thing or service of value. Without limiting the foregoing, "Total Purchase Price" includes all unearned revenue and refunds paid, payable, or credited to the Franchisee, any Owner, any Guarantor, and any other individual or entity in connection with the Transfer; and any payment the transferee makes, directly or indirectly to you, any Owner, any Guarantor, and any other individual or entity in connection with such individual's employment with, or work you or they perform in connection with, the Transfer.

1.122 **Training and Technology Fee**. "Training and Technology Fee" means the monthly fee you must pay to us to use Training and Technology Services.

1.123 **Training and Technology Initial Fee**. "Training and Technology Initial Fee" means the initial fee you must pay to us to access Training and Technology Services.

1.124 **Training and Technology Services**. "Training and Technology Services" means the following, all of which we may change, improve, remove, and further develop at any time and from time to time: (a) Use of the Phone Number, (b) Use of the Software, (c) Use of our Email Addresses (@HLCMail.com), (d) Use of our proprietary math, study skills, writing, phonics, and Test Prep programs, (e) Use of licensed digital testing material and curricula, (f) Use of online scheduled initial training, (g) Use of two seat licenses in our Online Training Facility; we charge for additional licenses, (h) Use of Video Chat Software licenses, (i) Use of a page on our Website for your Franchised Business's information, (j) Attendance for up to four individuals at our convention. We charge for additional attendees, (k) Accreditation fees to the Accrediting Body, excluding out-of-pocket costs incurred by us and accreditors in accrediting your Franchised Business, (l) Use of our Help Desk, and (m) LCOS restoration support.

1.125 **Transfer Franchisee**. "Transfer Franchisee" means a Franchisee who is acquiring this Franchise Agreement through Transfer.

1.126 **Transfer.** "Transfer" means the direct, indirect, or contingent sale, assignment, transfer, conveyance, gift, pledge, mortgage, or other encumbrance (whether by or among any of your Owners or others and whether by agreement or by law) of any Material Item to a buyer who may include you, your Owners, or third parties.

1.127 **Tutoring Service**. "Tutoring Services" means Learning Center Services and Subject Tutoring.

1.128 **Video Chat Software**. "Video Chat Software" means the software you use in connection with eTutoring.

1.129 **Virtual Conference**. "Virtual Conference", "Virtual Conferencing", "Video Conference", and "Video Conferencing" mean procedures for us to conduct conferences virtually.

1.130 **Virtual Conferencing Use Fee**. "Virtual Conferencing Use Fee" means the fee you pay us for each use of Virtual Conferencing.

1.131 **Virtual Testing License.** "Virtual Testing License" means the non-exclusive, limited right and obligation to use Virtual Testing in connection with the Franchised Business.

1.132 **Virtual Testing Monthly Use Fee**. "Virtual Testing Monthly Use Fee" or "Virtual Testing Monthly Fee" means the nonrefundable monthly fee you pay to us during the term of the Virtual Testing License. You must begin paying the Virtual Testing Monthly Use Fee when we introduce Virtual Testing.

1.133 **Virtual Testing per AE Fee**. "Virtual Testing per AE Fee" means the fee you pay us for each use of Virtual Testing.

1.134 **Virtual Testing Standards**. "Virtual Testing Standards" means the written description of the Virtual Testing, including mandatory and elective standards, specifications, policies, and procedures relating to it.

1.135 **Virtual Testing**. "Virtual Testing" mean we conduct testings remotely.

1.136 **Web Registration Fee.** "Web Registration Fee" is defined in Paragraph 6 below.

1.137 **Website.** "Website" means one or more World Wide Web sites we have the right, but not the obligation, to establish and maintain.

1.138 **Your Acts.** "Your Acts" means any acts, omissions, or failures to act of you, your Owners, or your employees or agents in connection with, or arising from, the Franchised Business, Premises, or Premises Lease; any acts, omissions, failures to act, transmission of information, or failures to transmit information to, for, or on behalf of, your students, customers, employees, agents, vendors, or others by you, your Owners, or your employees or agents in connection with, or arising from, the Franchised Business, Premises, and Premises Lease; any acts, omissions, or failures to act of you, your Owners, or your employees or agents arising out of your possession, ownership, or operation of the Franchised Business or its furniture, fixtures, or equipment; or the sale or rendition of services, materials, goods, or products used or sold at, or from, the Franchised Business.

1.139 **Your Improvements.** "Your Improvements" means any ideas, concepts, methods, techniques, or improvements relating to the Franchised Business, Huntington Services, eTutoring, Contract Services, or the System that you or your Owners, employees, or agents may develop or license or acquire from others, including any curricula, instructional procedures, Domains, copyrights, software code, or materials you develop or license or acquire from others.

2 GRANT

2.1 **Franchise.** Subject to the terms of this Agreement and solely during its Term, we grant to you, and you accept, the limited right and obligation to establish and operate a Franchised Business solely at the Premises and to use the System and Marks solely as described in this Agreement. Subject to the terms of this Agreement, and solely during the Term, and providing you comply with all your obligations under this Agreement, we will not establish or operate, or license any other party to establish or operate, a HLC within the Exclusive Area during the Term.

2.2 **Licenses.** Subject to the terms of this Agreement and solely during its Term, we grant you, and you accept, the non-exclusive, limited right and obligation to use solely in connection with the Franchised Business the Huntington Services License, eTutoring License, Call Center License, Virtual Testing License, Conference Services License, and Training and Technology Services. Subject to the terms of this Agreement and solely during its Term, we grant to you, and you accept, the non-exclusive, limited right, but not the obligation, to use solely in connection with the Franchised Business the Contract Services License. We have the right to use, and to license others to use, at any location, including within and outside the Exclusive Area, Huntington Services, eTutoring, Contract Services, Call Center, Virtual Testing, Conference Services, and Training and Technology Services.

3 RENEWAL FRANCHISE AGREEMENT

3.1 **Your option.** Subject to the terms of this Agreement, we grant to you the option to request to execute successive Renewal Franchise Agreements, each for a term of ten consecutive years commencing immediately upon expiration of this Agreement. If you exercise this option and comply with each of the conditions in this Paragraph 3.1, we will execute the Renewal Franchise Agreement and, after the Expiration Date, deliver a fully-executed Renewal Franchise Agreement to you. You agree to each of the following:

3.1.1 Terms and obligations. The Renewal Franchise Agreement will be our then-current franchise agreement and may contain terms, obligations, royalty, advertising fees, and other fees, costs, and expenses that are significantly different from, in addition to, and less favorable to you than, those in this Agreement, including no or a smaller exclusive area; and

3.1.2 Due date for notice. No later than 180 days, but no more than 240 days, before the Expiration Date, you will give us written notice in the manner described in Paragraph 21 below of your intent to exercise of your option under this Paragraph 3.1; and

3.1.3 Requirements. You must have satisfied each of the following conditions timely and fully at all times during the Term: (a) You must not have received three or more defaults within any 12-month period (whether or not these are the same or similar defaults and whether or not these defaults are cured) under this Agreement or any other agreement between you or any of your affiliates and us or any of our affiliates; and (b) You must not have received four or more written default notices (whether or not these are the same or similar defaults and whether or not these defaults are cured) under this Agreement or any other agreement between you or any of your affiliates and us or any of our affiliates. Before the Expiration Date: (1) Your Primary Owner must have completed initial and ongoing training to our full satisfaction; and (2) You must have trained all your employees to comply with our Brand Standards in the manner we then are requiring for our franchisees. We have the right to require your employees complete such training within the time period we require; and (3) Your Premises must comply with the standards we then require for our franchisees. We have the right to require you upgrade the Franchised Business to our then-current standards; and, if we do, you must complete the upgrade within the time period we require; and (4) You must present to us evidence satisfactory to us that you have the right to remain in possession of the Premises for at least the first 36 months of the term of the Renewal Franchise Agreement or seek our approval of a new location for the Franchised Business; and

3.1.4 Profit and loss report. Concurrently with your delivery to us of your notice of your intent to exercise of your option, you must submit to us your profit and loss statement for the preceding year and balance sheet as of the end of such year; and

3.1.5 Gross Revenue requirement. You must have complied with the requirements of Paragraph 6.24 below regarding Gross Revenue during the full 12 months immediately preceding the date you give us notice of your exercise of your option under this Paragraph 3.1 and during the full 12 months immediately preceding the date you sign the Renewal Franchise Agreement; and

3.1.6 Right to Audit. In connection with your request to execute a Renewal Franchise Agreement and in connection with your execution of a Renewal Franchise Agreement, we have the right, but not the obligation, to conduct an Audit at your sole cost; and

3.1.7 Your delivery to us of the Renewal Franchise Agreement. No later than the Expiration Date, but no earlier than 90 days before the Expiration Date, you will deliver to us the Renewal Franchise Agreement signed by you and each of your Owners, and, to the extent not prohibited by applicable law, you will deliver to us a Release signed by you and each of your Owners and Guarantors; and

3.1.8 Fees. Concurrently with your delivery to us of a signed Renewal Franchise Agreement, you will pay us a Renewal Franchise Fee of $8,000 plus all Third Party Costs we incur in connection with your Renewal Franchise Agreement. The Renewal Franchise Fee will be fully earned by us upon our execution of the Renewal Franchise Agreement for administrative and other expenses we incur and for development opportunities lost or curtailed because of our execution of the Renewal Franchise Agreement. Upon our execution of the Renewal Franchise Agreement, we waive none of our rights under this Agreement. If you comply fully with this Paragraph 3.1, we will waive the Renewal Franchise Agreement's Initial Franchise Fee and Training and Technology Initial Fee; and

3.1.9 Supersedes this Agreement. Upon our delivery to you of a fully executed Renewal Franchise Agreement, the Renewal Franchise Agreement will supersede completely this Agreement, providing, however, we waive none of our rights under this Franchise Agreement and you continue to be bound by the provisions of this Franchise Agreement that survive its expiration or termination; and

3.1.10 Materiality. Each of the conditions in this Paragraph 3.1 is material to your exercise of the option granted under this Paragraph 3.1. If you do not comply fully and timely with the terms of this Paragraph 3.1, then you have no right to a Renewal Franchise Agreement; and we have no obligation to offer you a Renewal Franchise Agreement; and we have no obligation to execute a Renewal Franchise Agreement with you.

3.2 Termination of your option. If, for any reason, this Agreement expires or is terminated or you do not timely fulfill all the terms and conditions under Paragraph 3.1 above, your option to execute a Renewal Franchise Agreement will terminate immediately as of the date of expiration or termination of this Agreement; and we have no obligation to offer you a Renewal Franchise Agreement; and we have no obligation to execute a Renewal Franchise Agreement with you.

4 PREMISES

4.1 **Location; Site Selection Area; your responsibilities**. If we have accepted a location for the Premises as of the Agreement Date, you represent it is located at the address set forth in Table 2, above. If we have not accepted a location for the Premises as of the Agreement Date, you agree to locate the Premises within the Site Selection Area set forth in Table 2 above. After you acquire the Premises or you and the Premises Landlord sign the Premises Lease, the Site Selection Area is null and of no effect. You agree time is of the essence in your leasing or acquiring a Premises. You are responsible for each of the following: (a) to comply with the obligations in this Paragraph 4; and (b) to locate, lease, or acquire the Premises; and (c) to evaluate, negotiate, and enter into a lease or purchase agreement for the Premises; and (d) to construct the Premises in accordance with our standard plans solely at the location we have accepted; and (e) open the Franchised Business; and (e) operate the Franchised Business solely at the Premises; and (f) you are responsible for all your pre-opening obligations, losses, and expenses, including all obligations, losses, or expenses you incur or might incur in connection with your Premises Lease and Premises.

4.2 **Lease.** You agree to each of the following: (a) You will own or lease the Premises continually throughout the Term; and you will use your best efforts to maintain a good and positive working relationship with your Premises Landlord; and (b) No Premises Lease will be on a month-to-month basis; and (c) Within 10 days after you and the Premises Landlord execute any Premises Lease or make any changes to it, you will deliver a copy of it to us; and (d) You will comply with all terms of your Premises Lease, including timely payment of all rent and other amounts required under it; and with all terms of all other agreements affecting the Premises and the Premises Lease; and (e) You will refrain from any activity that may jeopardize your right to remain in possession of the Premises or to renew the Premises Lease; and (f) You will pay all your expenses in connection with the Premises, Premises Landlord, and Premises Lease; and (g) You will not transfer or sell the Premises if it is owned by you. You will not renew, amend, modify, terminate, or assign the Premises Lease or sublet the Premises, without first obtaining our written approval, which we may refuse for any business reason; and (f) Within 10 days after you receive any written notice in connection with any violation of the Premises or Premises Lease, including any notice you receive from the Premises Landlord or from the municipality or state within which the Premises is located, you will deliver a copy of such notice to us; and (g) We do not draft, review, or comment on your Premises Lease or any proposed Premises Lease for your benefit. Any review or comment we provide to you about the Premises Lease or any proposed Premises Lease is solely for our benefit. We recommend you use an attorney at your cost to draft or review the Premises Lease.

4.3 **By when you must execute a lease**. If you are a New Franchisee, you agree to the following: (a) You must execute a lease for a Premises or you must acquire a Premises no later than 90 days after the Agreement Date; and (b) You may request in writing a one-time extension of this 90-day period, which extension will be at most 30 days; and (c) You must provide such request in the manner described in Paragraph 21 below; and (c) In connection with such request, you must deliver to us a Release signed by you and each of your Owners and Guarantors, to the extent not prohibited by applicable law; and (d) If you and the Premises Landlord do not sign a Premises Lease within 90 days after the Agreement Date (plus any extension we may have provided), then, beginning on the day after expiration of the 90 days and any extension, you must pay us the Non-monetary Default Fee immediately upon our written notice for each day you and your Premises Landlord have not signed a Premises Lease. If you are a Transfer Franchisee or Renewal Franchisee, you must acquire the Premises or execute a lease for the Premises with your Premises Landlord by no later than the Agreement Date.

4.4 **Approval of the Premises; architectural and construction requirements; construction information.** Once you find a proposed location for the Premises, you must provide us with all the information about it that we require. You must obtain our written approval of the Premises before you open or begin operating the Franchised Business. We will approve the proposed location for the Premises if it meets our standards, you are not in default of the Agreement, and you owe us no past-due amount. We have the right to withhold our approval, if you or any of your affiliates owe us or any of our affiliates any past-due amount or if you or any of your affiliates are in default of this Agreement or any other agreement with us or our affiliates. Before you begin any Premises construction, renovation, or modification, you agree to employ an architect or engineer at your sole cost to prepare architectural drawings and specifications for the Premises in accordance with our standard plans; and submit all such drawings and specifications to us for our prior, written approval. We have 30 days to approve them. If we do not approve them by written notice within such 30 days, they are deemed disapproved. Upon our approval, such drawings and specifications will not thereafter be changed or modified without our prior written approval. You agree to construct the Premises in strict accord with the drawings and specifications we have approved. Complete the form, Your Initial Investment, and send it to us within 60 days after you open the Franchised Business; the current version of this form is in Exhibit E.

4.5 **By when you must begin operating.** If you are a New Franchisee, you agree: (a) you must open and begin operating the Franchised Business within the Premises within 270 days after the Agreement Date. You may request in writing a one-time extension of this 270-day period, which extension will be at most 90 days. In connection with any request for an extension, you agree to deliver to us a Release signed by you and each of your Owners and Guarantors, to the extent not prohibited by applicable law; and (b) If you do not open and begin operating the Franchised Business within 270 days after the Agreement Date (plus any extension we may have provided), then, beginning on the expiration of the 270 days and any extension, you must pay us the Non-monetary Default Fee immediately upon written notice for each day you have not opened and begun operating the Franchised Business. If you are a Transfer Franchisee or Renewal Franchisee, you must open and begin operating the Franchised Business upon the effective date of the Franchise Agreement. You agree time is of the essence in opening and beginning to operate the Franchised Business. We have the right to resolve any dispute about the Opening Date, including any dispute about definition or interpretation, in our sole discretion.

4.6 **Your confirmation of Pre-Opening Obligations**. If you open or commence operation of your Franchised Business and have not informed us by written notice within 30 days after such opening or commencement of operations in the manner required under Paragraph 21 below that you believe we have not fulfilled all our Pre-Opening Obligations, then you will have confirmed we have fulfilled all our Pre-opening Obligations to you. If you provide us with such notice within 30 days after such opening or commencement of operations, we have the right to dispute your allegation that we have not fulfilled all our Pre-Opening Obligations; and such notice will not be, or construed to be, a notice that we have defaulted under this Agreement or any other agreement with you; and you have no right to terminate, or attempt to terminate, this Agreement based on the Pre-Opening Obligations you allege in the notice have not been fulfilled by us. Our sole obligation upon receiving any such notice will be to provide the Pre-Opening Obligations that we determine, in our sole discretion, have not been provided in the manner and within the time period we determine.

4.7 **Premises requirements.** You agree to use the Premises solely for operation of the Franchised Business. You agree you will not use the Premises for any business other than that of a HLC; and you will not operate any business other than that of a HLC from or at the Premises. Continually during the Term and in connection with (a) any construction, renovation, relocation, or modification of the Premises, and (b) execution of any Renewal Franchise Agreement, you agree to comply at your sole cost with each of the following material requirements, each of which may require you to make substantial expenditures:

4.7.1 Standards. You agree to conform the Premises to Brand Standards and our written notice from time to time, including standards for insurance, location, lease, décor, signs, emblems, designs, artwork, lettering, logos, graphics, curricula, eCurricula, supplies, suppliers, furniture, furnishings, fixtures, equipment (including Internet, primary and standby-backup Internet connections, Internet bandwidth, telecommunications and other communications equipment, computer equipment, audio and video equipment, and related software), computer and other software, leasehold improvements, utilities (including air conditioning, heat, power, phone, and internet) telecommunications, and phone and internet lines and wiring. You agree to obtain, use, and maintain at your sole cost and expense the systems and equipment required to use Huntington Services, eTutoring, Contract Services, Supporting Services, and Training and Technology Services. You agree to refrain from installing on or about the Premises any item not previously approved by us by written notice. We have the right, from time to time, to modify, add to, or delete from, these requirements for any reason, including to conform to the building design, trade dress, color schemes, and presentation of the Marks in a manner consistent with our then-current Premises image.

4.7.2 Maintenance; upgrade; damage to Premises. You agree to maintain the Premises, its contents, and the items in this Paragraph 4.7 in good condition and excellent repair continually during the Term. You agree to upgrade, refurbish, improve, remove, or discontinue the items we require at your sole cost within the time period we require in the Brand Standards or by written notice from time to time, including the following as needed or as we require: (a) thoroughly clean, repaint, and redecorate the interior and exterior of the Premises; and (b) maintain and repair the Premises interior and exterior; and (c) repair or replace damaged, worn-out or obsolete furniture, equipment, curricula, and all other items in and about the Premises. If, for any reason, the Premises is damaged or destroyed or needs repair or reconstruction, you must promptly repair or reconstruct it at your sole cost in full compliance with this Paragraph 4.

4.7.3 Minimum size. You agree the minimum Premises size is 1,200 contiguous usable square feet on one floor, provided, however, if you operate a Franchised Business under a franchise agreement with a Royalty rate of 8%, the minimum Premises size is 1,600 contiguous usable square feet on one floor. Measurement of square footage will be from inside of exterior wall to inside of exterior wall and will exclude any supporting or other columns. If you operate a Franchised Business under a franchise agreement with a Royalty rate of 8% and reduce the Premises size for any reason, including renovation, relocation, or reduction in size, to less than 1,600 contiguous usable square feet on one floor, whether temporarily or permanently, then, immediately upon such reduction in Premises size and without further notice to you, the Royalty rate will be 9.5%. In connection with any dispute about Premises size or the effective date of any reduction, we have the right to retain an architect, engineer, or other professional of our choice to resolve such dispute. The determination of such architect, engineer, or other professional will be final and conclusive with respect to such dispute. You must pay us all our Third Party Costs in connection with such dispute. You must pay the cost of such architect, engineer, or other professional, providing, however, if the architect, engineer, or other professional determines the Premises size is 1,600 contiguous usable square feet or more on one floor, we will pay the cost of such architect, engineer, or other professional.

4.8 **Renovation, Relocation**. In connection with any relocation, renovation, or modification of the Premises, you agree to each of the following: (a) You must not owe us any past-due amounts and you must not be in default under this Agreement or any other agreement between you or your affiliates and us or our affiliates; and (b) You must relocate, renovate, or modify solely with our prior written approval. We have the absolute right to refuse to approve any relocation for any reasonable business reason, including the following: (1) your relocation does not comply with our then-current Relocation Policy; or (2) you wish to relocate the Premises within three years of a previous relocation; or (3) you owe us or any of our affiliates any past due amounts or reports; or (4) you are in default of the Franchise Agreement. If you do not relocate the Premises to the new location within 180 days after we grant you our written approval, our approval will be withdrawn upon the 181st day after such date, without further notice to you; and (c) You must deliver to us a Release signed by you and each of your Owners and Guarantors before such relocation, renovation, or modification, to the extent not prohibited by applicable law; and (d) You must conform the Premises to our then-current Brand Standards; and (e) You must pay us $500 plus our Third Party Costs in connection with your request to renovate, relocate, or modify the Premises; these payments to us are nonrefundable. We have the right to change this amount from time to time; and (f) If you renovate the Premises or modify the Premises size without complying fully with this Paragraph 4.8, then such renovation or modification is a material default under this Agreement and, in addition to all other rights and remedies provided under law and this Agreement, we have the right to require you renovate or modify the changed Premises to conform to its original condition or to our then-current Brand Standards, at our discretion; and, in addition to all other rights and remedies provided under law and this Agreement, you must pay us immediately upon written notice our then-current Non-monetary Default Fee for each day the Premises does not comply fully with our then-current requirements. If you relocate the Premises without complying fully with this Paragraph 4.8, such relocation is a material default under this Agreement and, in addition to all other rights and remedies provided under law and this Agreement, we have the right to require you relocate the Premises to its original location or a location we approve;

and you must pay us immediately upon written notice our then-current, Non-monetary Default Fee for each day the Premises location does not comply fully with our then-current requirements; and (g) At all times during any relocation, renovation, or modification of the Premises, you must continue to operate the Franchised Business. Upon any relocation of the Premises, we have the right to modify or reduce the size and shape of the Exclusive Area, in our sole discretion. In connection with any relocation, renovation, or modification of the Premises, we have the right to conduct an Audit at your sole cost.

4.9 **Relocation Policy**. You agree to comply fully and timely with our Relocation Policy, which is: (a) You must not be in default of the Franchise Agreement or any other agreement between you and us and you must not owe us any past-due amount; and (b) You must notify us in writing at least 60 days before any proposed relocation. You must provide such notice in the manner described in Paragraph 21 below; and (c) You must relocate the Premises within the Exclusive Area; and you may not relocate the Premises to within two miles of any portion of the Exclusive Area's boundary. Upon any relocation of the Premises, the new facility will be deemed to be the Premises and will be subject to all the terms and conditions of this Agreement. We have the right to modify this Relocation Policy from time to time. We have the sole and absolute right to resolve any dispute about this Relocation Policy, including any dispute about its definition or interpretation.

4.10 **Name of Exclusive Area**. You and we determine the name of the Exclusive Area as of the Agreement Date. If you request to change the name of the Exclusive Area for any reason after the Agreement Date, including in connection with relocation of the Premises, we have the right to decline your request for any business reason. We may change the name of the Exclusive Area from time to time for any reason.

4.11 **Representations**. You agree you are solely responsible for the Premises, Premises location, Premises acquisition, Premises Lease, Premises architectural drawings and specifications, Premises construction, your relationship with the Premises Landlord, any Premises renovation, and any Premises relocation and that we are not responsible for any of the foregoing. We make no representation or warranty of any kind about any of the foregoing, including that any of the foregoing (a) complies with any government laws or regulations, including those in Paragraph 18 below; and (b) are suitable for any business or purpose. You agree to pay us our Third Party Costs in connection with your Premises, including in connection with the Premises Lease, Premises Landlord, and its construction, operation, renovation, and relocation. Except as provided in this Agreement, you and we agree we have no control over, or any responsibility for, your Premises, Premises Lease, and Premises Landlord. You agree to perform each of the activities in this Paragraph 4 at your sole cost. We may provide all notices under this Paragraph 4 in the manner described in Paragraph 21 below or by email to any Email Address we provide to you.

5 FRANCHISOR'S DUTIES

5.1 **Huntington Manuals.** Before you open the Franchised Business, we will lend you one copy of the Huntington Manuals or provide you with access to them in the manner we determine, including via electronic and non-electronic means. We may provide the Huntington Manuals in one or more handbooks, manuals, or other documents in electronic or non-electronic format. You must use the Huntington Manuals solely in connection with the Franchised Business. You must use the Brand Standards Manual solely during the Term. During the Term, we will provide you with modifications, additions, and deletions to the Brand Standards Manual from time to time, as, and in the manner and with the frequency, we determine. You must use the Call Center Standards during the Term. We will provide you with modifications, additions, and deletions to the Call Center Standards in the manner from time to time and with the frequency we determine. You must use the Virtual Testing Standards solely during the term of the Virtual Testing License. During the term of the Virtual Testing License, we will provide you with modifications, additions, and deletions to the Virtual Testing Standards in the manner from time to time and with the frequency we determine. You must use the Conference

Services Standards solely in connection with Conference Services. During the term of the Conference Services License, we will provide you with modifications, additions, and deletions to the Conference Services Standards in the manner from time to time and with the frequency we determine.

5.2 **Design specifications.** Before you open the Franchised Business, we will provide you with standard design specifications for a prototypical franchised HLC for your adaptation to the Premises.

5.3 **Advice.** We will provide you, in our sole and absolute discretion, with such advice about the Franchised Business as we determine, during hours we determine, and in the manner and with the frequency we determine.

5.4 **Training.** We will offer your Primary Owner an initial training program.

5.5 **Supplies.** We will provide you with a list of products and services you must use in the Franchised Business. We or our affiliates will offer to sell you certain products and services that we or our affiliates own or license on terms and prices contained in the Brand Standards. We may modify these terms and prices from time to time.

5.6 **Proprietary instructional programs.** We will provide you access to our proprietary math, study skills, writing, phonics, and Test Prep programs. We have the right to add to, delete from, discontinue, and modify these programs from time to time.

5.7 **Advertising materials**. We will furnish you with advertising and promotional materials in the quantity, manner, and with the frequency we determine for your use at the Franchised Business.

5.8 **Delegation of performance**. We have the right, but not the obligation, to delegate the performance of any portion or all our obligations under this Agreement to third party designees, including affiliates, agents, or independent contractors.

5.9 **Rights, representations**. Except as otherwise specifically provided herein, whenever this Agreement provides that we have a certain right, that right is absolute and you and we intend that our exercise of that right will not be subject to any limitation or review. We have the right to operate, administrate, develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement. We make no representation or warranty of any kind about the Franchised Business' success, earnings, revenue, expense, profit, cash flow, or marketing or operational results. We make no representation or warranty of any kind about any services or products we or others provide to you or that you provide to your customers, whether such services or products are required or permitted under this Agreement or otherwise.

6 FEES

6.1 **Initial Franchise Fee.** In consideration of the rights granted to you in this Agreement, you must pay us when you execute this Agreement the nonrefundable Initial Franchise Fee in the amount set forth in Table 2 above, receipt of which is hereby acknowledged. The entire Initial Franchise Fee is fully earned by us upon our execution of this Agreement for administrative and other expenses we incurred and for development opportunities lost or curtailed as a result of the rights granted to you.

6.2 **Royalty.** Each month you must pay us a nonrefundable Royalty amount that is 9.5% of your preceding month's Gross Revenue for each month in which you receive any Gross Revenue, providing, however, the minimum Royalty is the amount identified, and will begin as of the date, in Paragraph 6.3 below. Royalty is in consideration of your limited, non-exclusive right to use the Marks and System in accordance with this Agreement and is not in exchange for any services we render.

6.3 **Minimum Royalty and minimum advertising fees**. The minimum Royalty is $2,000 per month and the minimum Huntington Advertising Fund Fee is $500 per month, each of which is nonrefundable. You must pay these minimums each month during the Term. If you are a New Franchisee, you must pay these minimums beginning as of the first day of the earlier of (a) the 6th full month after the Opening

Date and (b) the 12th full month after the Agreement Date. If you are a Transfer Franchisee or Renewal Franchisee, you must pay these minimums beginning as of the Agreement Date.

6.4 **Training and Technology Initial Fee.** In consideration of the right to use Training and Technology Services, you must pay us when you execute this Agreement the nonrefundable Training and Technology Initial Fee in the amount set forth in Table 2 above, receipt of which is hereby acknowledged. The entire Training and Technology Initial Fee is fully earned by us upon our execution of this Agreement for administrative and other expenses we incurred.

6.5 **Training and Technology Fee**. By the 10th of each month during the Term, you must pay us each month a nonrefundable Training and Technology Fee beginning as of the first full month after the Agreement Date. The current amount of this fee is $1,375 per month. We have the right to change the amount of this fee from time to time.

6.6 **Convention**. As part of our Training and Technology Services, you may send up to four individuals to our convention. The current fee for additional attendees is $525 per individual and is payable in advance of attending the convention. This fee is subject to change.

6.7 **Accreditation**. As part of our Training and Technology Services, we pay all fees imposed by the Accrediting Body in connection with applying for and maintaining your membership. You agree to pay the Accrediting Body or us upon written notice all its and our out-of-pocket costs related to accreditation and our related Third Party Costs. Such out-of-pocket costs include those expenses incurred by accreditors during their accreditation of your Franchised Business, such as travel, lodging, and food.

6.8 **Kick Start Marketing Program.** The Kick Start Marketing Program is a mandatory marketing support program we provide to help new and transfer HLCs kick start their marketing effort. When you sign the Franchise Agreement, you pay us $28,500, which we spend on this program.

6.9 **Marketing Communication Program (MCP); minimum spending requirement.** Concurrently with signing this Agreement, you must deposit $2,000 with us to pay for MCP. We do not refund this deposit unless we terminate MCP. We may change this deposit amount from time to time. You must maintain a minimum balance, which we may change from time to time. You must spend at least $100 per month on MCP beginning when you begin operating the Franchised Business; we may change this minimum amount from time to time.

6.10 **Online Training Facility**. As part of our Training and Technology Services, we provide you two seat licenses in our Online Training Facility. You may request additional seat licenses and, if we agree, for each month or portion of a month we provide them, you must pay us in advance a nonrefundable fee for each such seat license. The fee currently is $45 per month per seat license. We can change this fee from time to time.

6.11 **eCurricula.** If we make eCurricula available to you, we have the right to require you pay us and third parties initial and on-going fees for your use of any such eCurricula. We have the right to change these fees from time to time. eCurricula fees you pay us are nonrefundable. eCurricula fees you pay third parties may be nonrefundable.

6.12 **Platform.** We have the right to require you use the Platform and pay us and third parties initial and on-going fees for the Platform, if we make the Platform available to you or if we require you use the Platform. The Platform Fee is $5.00 per student-hour. We have the right to change this fee from time to time. Platform Fees you pay us are nonrefundable. Platform Fees you pay third parties may be nonrefundable.

6.13 **Added Software.** We have the right to require you pay us and third parties initial and on-going fees for Added Software, if we make any Added Software available to you or if we require you use any Added Software. We have the right to change these fees from time to time. Added Software fees you pay us are nonrefundable. Added Software fees you pay third parties may be nonrefundable.

6.14 **Call Center.** By the 15th of each month during the term of the Call Center License you must pay us the fees in this Paragraph 6.14. These fees are nonrefundable and we have the right to change them from time to time. You must begin paying these fees as of the earlier of (a) the Opening Date; and (b) the first full month in which you use any Call Center services.

6.14.1 The Call Center Monthly Use Fee is $415 per month.

6.14.2 AE Fee. The AE Fee is the product of the number of all academic evaluations in that month and a per academic evaluation fee, which currently is:

Number of academic evaluations in a month	Per academic evaluation fee
1-4	$76.50
5-8	$52.22
9-14	$45.90
15-22	$34.37
23-49	$66.91
50 or more	$59.57

6.14.3 Subject Tutoring Fee. The "Subject Tutoring Fee" is a fee for each Subject Tutoring student you enroll from whatever source and for whatever reason. We earn a Subject Tutoring Fee upon enrollment. The current Subject Tutoring Fee $35.75.

6.14.4 ePromotion Fee. The "ePromotion Fee" is a fee for each AE from offers made by any promotional website (such as Groupon). We earn an ePromotion Fee upon any evaluation or enrollment in any service. The current ePromotion Fee $35.75.

6.14.5 Customer Service Call Fee. The "Customer Service Call Fee" is a fee for each inquiry to our Website's electronic commerce functionality who contacts the Call Center. We earn a Customer Service Call fee for each contact to the Call Center made by such inquiry. The current Customer Service Call Fee is $36.00 per contact.

6.14.6 Outbound Calling Fee. The Outbound Calling Fee is a fee for the various outbound calling services we conduct on your behalf. Currently, we offer outbound calling in connection with marketing campaigns. The current fee is $4.50 per student in the campaign. In addition, if we generate an AE for such a student or if you enroll such a student, then for that student we charge the applicable per AE Fee.

6.14.7 Web Registration Fee. The "Web Registration Fee" is a fee for each inquiry derived directly from our Website's electronic commerce functionality, providing the inquiry does not contact the Call Center in any manner. As of the Agreement Date we do not charge any Web Registration Fee but have the right to do so.

6.14.8 Lead Form Fee. The "Lead Form Fee" is a fee for each lead form directed to the Call Center from whatever source and for whatever reason. We earn a Lead Form Fee for each lead form the Call Center receives. As of the Agreement Date we do not charge any Web Registration Fee but have the right to do so.

6.14.9 Non-inquiry Transfer Fee. The "Non-Inquiry Transfer Fee" is the fee for a non-inquiry the Call Center receives and transfers to you. As of the Agreement Date we do not charge any Non-Inquiry Transfer Fee but have the right to do so.

6.15 **Conference Services**. By the 15th of each month during the term of the Conference Services License you must pay us the fees in this Paragraph 6.15. These fees are nonrefundable and we have the right to change them from time to time. You begin paying the Conference Services Monthly Use Fee as of the earlier of (a) the Opening Date; and (b) the first full month in which you use any Conference Services. You begin paying the other fees in this Paragraph 6.15 when you use Conference Services. We credit a month's Conference Services Monthly Use Fee against that month's Virtual Conferencing

Use Fee and Coaching Service Fee. If their sum exceeds the Conference Services Monthly Use Fee for that month, then, by the 15th of the following month, you must pay us the difference. If the Conference Services Monthly Use Fee for a month exceeds the sum the Virtual Conferencing Use Fee and the Coaching Service Fee for that month, we do not credit any such excess to any amount you owe or will owe us.

6.15.1 The Conference Services Monthly Use Fee is $315 per month.

6.15.2 The Virtual Conferencing Use Fee is the product of (a) the number of Virtual Conferences you used in the preceding month and (b) the Virtual Conferencing Use Fee. The current Virtual Conferencing Use Fee is $220 per Virtual Conference.

6.15.3 The Virtual Conference Reschedule Fee is $25 per rescheduled Virtual Conference. You pay this fee if you or we reschedule a Virtual Conference.

6.15.4 The Coaching Service Fee is the product of (a) the number of Coaching Services hours you used in the preceding month and (b) the Coaching Hourly Connection Fee. The current Coaching Hourly Connection Fee is $97.50 per hour.

6.16 **Virtual Testing**. You begin paying fees in connection with Virtual Testing after we introduce it. Once we introduce Virtual Testing, you begin paying the Virtual Testing Monthly Use Fee as of the earlier of (a) the Opening Date; and (b) the first full month in which you use any Virtual Testing. You pay the Virtual Testing Monthly Use Fee by the 15th of each month during the term of the Virtual Testing License. You begin paying the Virtual Testing per AE Fee when you use Virtual Testing. We credit a month's Virtual Testing Monthly Use Fee against that month's Virtual Testing per AE Fee. If the Virtual Testing per AE Fee exceeds the Virtual Testing Monthly Use Fee for that month, then, by the 15th of the following month, you must pay us the difference. If the Virtual Testing Monthly Use Fee for a month exceeds the Virtual Testing Use Fee for that month, we do not credit any such excess to any amount you owe or will owe us. The Virtual Testing Monthly Use Fee is an amount to be determined. The Virtual Testing per AE Fee is an amount to be determined. The Virtual Testing Monthly Use Fee and Virtual Testing per AE Fee are nonrefundable and we have the right to change them from time to time.

6.17 **Start-up package**. Concurrently with your execution of this Agreement, you must purchase from us or our approved suppliers the items in our start-up package. We can change the start-up package and its contents from time to time.

6.18 **Non-monetary defaults.** If you commit a Non-monetary Default and fail to cure the breach within the applicable cure period, then, in addition to all other rights and remedies provided under law and this Agreement, you must pay us immediately upon written notice our then-current Non-monetary Default Fee for each day you are in breach in order to offset the costs we incur to address the default. The current amount of this fee is $100 per day per default. Fees are to offset our costs in addressing the default and are subject to change. We may provide such notice in the manner described in Paragraph 21 below or by email to any Email Address we provide to you.

6.19 **Subsequent default.** If, during the Term, you receive three default notices for any reason, then, upon the occurrence of any subsequent default for any reason, in addition to all other rights and remedies provided under law and this Agreement, you must pay us immediately upon written notice the Subsequent Default Fee for each subsequent default to offset our costs addressing the multiple defaults. The current amount of this fee is $1,000. This fee is nonrefundable and subject to change. We may provide such notice in the manner described in Paragraph 21 below or by email to any Email Address we provide to you.

6.20 **Absences.** If you, your Primary Owner, or your employee does not attend a scheduled meeting, whether scheduled by us, you, your Primary Owner, your employee, or other person, we have the right to require you, your Primary Owner, or your employee, as applicable, make up that missed meeting at a mutually-acceptable date and time; and, if you do not notify us at least 48 business hours before the meeting start time, you must pay us a nonrefundable fee per missed meeting to reimburse us for our related time and administrative expense; the current fee is $100; we have the right to change this fee from time to time. Such meetings include those with our Franchise Business Consultant, any online initial training, and any member of any of our departments.

6.21 **Third-party processing fees**. You agree to reimburse us for any fees imposed on us or our affiliates by any third party to process any payment you make to us or our affiliates under this Agreement. Such third-party fees include any transaction or other fees imposed by a bank, loan company, or credit card company to process any credit card or other payment you make to us or our affiliates.

6.22 **Third Party Costs**. Whenever you are obligated under this Agreement to pay our Third Party Costs, you must do so within the time period and in the manner we require in writing. We may provide such notice in the manner described in Paragraph 21 below or by email to any Email Address we provide to you. No Third Party Cost you pay us is refundable.

6.23 **Payment terms**. You agree to pay promptly when due and without prior demand or notice all fees and amounts due and payable to us, our affiliates, the Huntington Advertising Fund, and the Contract Services Advertising Fund under this Agreement and for products or services you purchase from us or our affiliates; and any monies we or our affiliates advance to you, or that we or our affiliates have paid, or become obligated to pay, on your behalf under this Agreement or any other agreement between you or any of your affiliates and us or any of our affiliates. Neither you nor any of your affiliates have any right to withhold any payment of any monies due to us, our affiliates, the Huntington Advertising Fund, or the Contract Services Advertising Fund on any grounds, including any claim or counter-claim by you under this Agreement or by you or any of your affiliates under any agreement between you or your affiliates and us or any of our affiliates, or otherwise. Neither you nor any of your affiliates have any right to set off any amount due to us, our affiliates, the Huntington Advertising Fund, or the Contract Services Advertising Fund by you or any of your affiliates against any monetary claim by you or any of your affiliates against us or our affiliates. You agree we have no obligation to pay you any interest on any amount we may owe you or on any amount you deposit with us.

6.23.1 Method of Payment. You must make all payments to us by the method or methods we require. We have the right to change these methods from time to time. You must make all payments required under this Agreement directly to us, our affiliates, or to a bank or such other financial institution account we specify, at the times and with the frequency we designate, by electronic funds transfer, on-line banking, pre-authorized auto-draft arrangement, or such other means as we may specify from time to time. For each bank, financial institution, or similar account in which you conduct business at any time during the Term, you agree to execute an ACH Automatic Withdrawal Authorization and to keep it effective throughout the Term. You authorize us to withdraw monies without notice from each such account in the amounts and at the times provided in this Agreement and any other agreement between you and us. The current version of the ACH Automatic Withdrawal Authorization is in Exhibit I. You consent to our transacting business directly with each bank, financial institution, and similar organizations with which you have an account to effectuate fully the terms of each ACH Automatic Withdrawal Authorization. You agree to furnish us, our bank, other financial institution, and any other recipient of payment with such information and authorizations as may be necessary to permit such persons to make withdrawals by electronic funds transfer, on-line banking, or auto-draft arrangement. Your failure to execute and keep effective throughout the Term an ACH Automatic Withdrawal Authorization for any account in which you conduct business is a material default under this Agreement. You hereby indemnify and hold harmless the Franchisor Entities in the manner provided in Paragraph 19 below in connection with each ACH automatic withdrawal. You agree to bear all expenses in connection with all authorizations and payments required or permitted under this Paragraph 6.23. You agree to pay us all Third Party Costs we incur in connection with all authorizations and payments required or permitted under this Paragraph 6.23.

6.23.2 When due; nonrefundable. All fees in this Agreement are due by the 15th of the month unless we specifically identify a different due date. If we do not receive a fee by its due date, then it is deemed overdue. No fee or other amount you pay us is refundable unless we specifically identify it as refundable in writing.

6.23.3 Delinquent payment. If you are delinquent in any payment to us, our affiliates, the Huntington Advertising Fund, or the Contract Services Advertising Fund, we have the right to apply any of your payments to any late fee, interest charge, or past due indebtedness.

6.23.4 Interest; late fee. If (a) any amount due to us, any of our affiliates, the Huntington Advertising Fund, or the Contract Services Advertising Fund is not paid when due; or (b) there are insufficient funds in any account for any payment by you to us, any of our affiliates, the Huntington Advertising Fund, or the Contract Services Advertising Fund by electronic funds transfer, on-line banking, pre-authorized auto-draft arrangement, or similar or other means, then each such amount will be subject to the then-current, nonrefundable late fee; and will bear daily nonrefundable interest payable to us immediately upon written notice at the greater of the rate of 18% per annum or the highest rate permitted by applicable law. We may provide such notice in the manner described in Paragraph 21 below or by email to any Email Address we provide to you. The current late fee is $100 per occurrence. We have the right to change this fee from time to time. Entitlement to such late fee and interest will be in addition to any other remedies we may have under this Agreement or at law or in equity. This Paragraph 6.23.4 does not bind us to accept any payment after its due date.

6.24 **Gross Revenue requirement**. You agree the sum of your Huntington Revenue and your eTutoring Revenue must equal or exceed $350,000 for each 12 full-month period following the first anniversary of the Opening Date. The sum of Huntington Revenue and eTutoring Revenue excludes any revenue derived in connection with Public-Private Partnership. If the sum of your Huntington Revenue and your eTutoring Revenue is less than $350,000 during any 12 full-month period following the first anniversary of the Opening Date, we have the right for all time and from time to time to: (a) reduce the size of your Exclusive Area, or (b) terminate this Agreement, or (c) establish or operate, or license any other party to establish or operate, a HLC within the Exclusive Area, or (d) terminate your eTutoring License, or (e) terminate your Contract Services License.

7 TRAINING

7.1 **Purpose; disclaimer; expenses; notice.** Any training we offer or conduct is to protect our brand. Any training or guidance we or our affiliates provide to your employees will be limited to training or guidance about delivery of approved services to customers in a manner that reflects the System's service standards. You are (a) the employer of all your employees in connection with the Franchised Business, including during all training programs; and (b) solely responsible for all employment decisions and actions related to your employees in connection with the Franchised Business; and (c) solely responsible to ensure your employees receive adequate training in connection with the Franchised Business. You are responsible for all costs and expenses related to training your Owners and employees in connection with the Franchised Business, including salaries and travel, food, and lodging expenses. If any Owner completes our initial training program to our satisfaction and you do not inform us by written notice in the manner required under Paragraph 21 below within 10 days of such Owner's completion of it that you believe such Owner has not been adequately trained, then such Owner will be deemed to have been trained sufficiently to operate the Franchised Business.

7.2 **Primary Owner's initial training**. Your Primary Owner must complete our initial training to our satisfaction in the manner and at the location we determine. If you are a New Franchisee, then your Primary Owner must complete initial training before the Opening Date. If you are a Transfer Franchisee, your Primary Owner must complete initial training no later than 90 days after the Agreement Date. If you change the Primary Owner, the new Primary Owner must complete our initial training program in the manner, at the location, and to our satisfaction within 90 days after the change. You may request in writing a one-time extension of this 90-day period for your Primary Owner, which extension will be at most 30 days. You must provide such request in the manner described in Paragraph 21 below. In connection with such request, you must deliver to us a Release signed by you and each of your Owners and Guarantors, to the extent not prohibited by applicable law. If the Primary Owner does not attend or complete our required initial training to our satisfaction within the time period required in this Agreement (including any extension we may have granted), then, in addition to all our rights under law and this Agreement, beginning on the first day after expiration of such time period, you must pay us a Non-monetary Default Fee per day per person immediately upon our written notice to you for each day the Primary Owner has not attended our initial training or completed our initial training to our satisfaction. We may provide such notice in the manner described in Paragraph 21 below or by email to any Email Address we provide to you.

7.3 **Your employees' training**. You agree to train your employees in the manner and at the location we require or permit in the Brand Standards or by written notice from time to time. We may provide such notice in the manner described in Paragraph 21 below or by email to any Email Address we provide to you. All your employees must attend and complete our initial training program within 90 days after you hire them. You must train your teachers using our teacher training program before the earlier of (a) 90 days immediately after you hire them or (b) before they perform any activity related to Huntington Services, eTutoring, or Contract Services. You determine if each of your employees, except your Owners, completes their initial training program successfully.

7.4 **Online Training Facility**. We provide initial and other training for Owners and your full- and part-time staff through our Online Training Facility. As part of our Training and Technology Services, we provide you two seat licenses in our Online Training Facility. We have the right to add to, delete from, discontinue, and modify the Online Training Facility and its instruction from time to time. We have the right to use, and to grant others, including our franchisees and their employees, the right to use our Online Training Facility from time to time in any manner at any location, including within the Exclusive Area.

7.5 **Our right to require training.** We have the right, in our sole discretion to require your Primary Owner and each of your employees attend or re-attend any initial training; and to require they attend any periodic or occasional training, meetings, Regional Meetings, Local Area Meetings, workshops, and convention; and to determine all aspects of all our training, meetings, workshops, and conventions, including curricula, standards, location, direction, class size, and manner of instruction, including in-person, audio-conference, videoconference, computer-based, and online training.

7.6 **Your training programs.** You agree not to use any training we have not approved in advance by written notice. If you wish to offer, use, or participate in any training we have not developed or made available to you, you must submit such training to us, together with such related information as we require for our written approval. We have 30 days to approve such training by written notice. If we do not approve such training by written notice within such 30 days, it is deemed disapproved. We have the right to disapprove such training by written notice for any business reason, if you owe us any past-due amount, or if you are in receipt of an uncured default notice under this Agreement. We may provide such notices in the manner described in Paragraph 21 below or by email to any Email Address we provide to you.

8 FRANCHISEE'S DUTIES

8.1 **Manner of operation.** You understand, acknowledge, and agree that every detail of the System, Franchised Business, Huntington Services, eTutoring, and Contract Services is important to you, us, our affiliates, and our franchisees to develop and maintain high operating standards, to increase demand for Huntington Services, eTutoring, and Contract Services and to protect our reputation and goodwill. You agree to use your best and continuing efforts to cooperate with us in achieving the goals of this

Agreement; and to promote, develop, and deliver Huntington Services, eTutoring, and Contract Services in a manner that complies with this Agreement and Brand Standards. You agree to operate the Franchised Business from the Premises continually during the Term. You agree to operate the Franchised Business for the business franchised under this Agreement and for no other reason or purpose. You agree to comply with each of the following at your sole cost and expense:

8.1.1 Services. You agree to offer and provide Huntington Services and eTutoring in strict and timely compliance with all the standards, specifications, procedures, and policies in this Agreement, Brand Standards, and by written notice from time to time. If you offer Contract Services, you agree to offer and provide it in strict and timely compliance with all the standards, specifications, procedures, and policies in this Agreement, Brand Standards, and by written notice from time to time. You agree to refrain from deviating from any such standard, specification, procedure, and policy without our prior, written consent, which we may refuse for any reason or no reason. You agree you will not offer any services or products other than Huntington Services, eTutoring, and Contract Services in connection with the Franchised Business or otherwise. You agree (a) to provide Huntington Services to your customers solely while they and their teachers are located at the Premises and at no other location or in any other manner; and (b) not to provide any Huntington Services through any computer service, the Internet, or any computer, television, or other electronic device, except as we require or permit by written notice; and (c) to provide eTutoring to your customers solely while they are located in the United States by teachers who are located solely in the United States; and (d) to provide Contract Services solely under an oral or written agreement with a Public Entity and solely to customers who are located in the United States by teachers who are located solely in the United States. We may provide notices under this paragraph in the manner described in Paragraph 21 below or by email to any Email Address we provide to you.

8.1.2 Responsibility. You, and not we, are responsible for all aspects of the Franchised Business; and for all financial, operational, and other results you obtain; and for your employees, students, customers, advertising, marketing, sales, employees, operations, finances, student outcomes, revenue, expenses, profit, and administration.

8.1.3 Your conduct. You agree not to make any publicly available oral or written statement, communication, or posting about us, the System, or the Marks that (a) is untrue; or (b) is derogatory or disparaging; or (c) is offensive, inflammatory, or indecent; or (d) harms the goodwill or public image of us, the System, or the Marks, or (d) that violates our policies relating to the use of websites or Networking Media Sites; or (e) that includes any Confidential Information or Copyrighted Works; or (f) that violates our Electronic Communication and Social Media Policy, as amended from time to time.

8.1.4 Days and Hours. You agree to operate the Franchised Business for such minimum days and hours as we require in this Agreement, Brand Standards, or by written notice from time to time. You agree to make the Franchised Business available for academic evaluations during such minimum days and hours as we require in this Agreement, Brand Standards, or written notice from time to time. You may close the Franchised Business only on those days we permit or require in this Agreement, Brand Standards, or written notice from time to time. We may provide such notices in the manner described in Paragraph 21 below or by email to any Email Address we provide to you. We have the right to modify these days and hours from time to time.

8.1.5 Prices. To the extent permitted by applicable law, from time to time we have the right to specify in writing a retail price or to establish in writing minimum or maximum prices for the goods and services that you sell. You must sell any products and services at the specified retail price or, if applicable, in accordance with the minimum or maximum retail prices we establish from time to time. We may provide such notice in the manner described in Paragraph 21 below or by email to any Email Address we provide to you.

8.1.6 Transportation. You must not transport, or provide or arrange for transport of, any customer to or from any location, including the Premises. You agree not to permit any customer to transport you or any of your employees to or from any location, including the Premises.

8.2 **Technology.** You agree to obtain, install, upgrade, and maintain continually at your sole cost and expense throughout the Term all items and systems we require in this Agreement, Brand Standards, or that we require or permit you to use in connection with the Franchised Business by written notice from time to time, including the following: (a) computer and related systems (including telecommunications, audio, video, camera, television, radio, security, hardware, software, and firmware products and services); and (b) accounting and payroll software; and (c) telephone software and local and remote access lines; and (d) credit card providers; and (e) fax machine, eFax, and document scanner; and (f) high-speed primary and backup internet access; and (g) all items you obtain or use in connection with any training we permit or require; and (h) all items you obtain or use in connection with all services we permit or require, including Training and Technology Services, Supporting Services, eTutoring, and Contract Services; and (i) all items in Paragraph 4.7 above; and (j) all items you obtain or use in connection with software or services we may introduce after the Agreement Date, including Virtual Testing, the Platform, and Added Software. You agree to connect your computer equipment and internet services as we require in this Agreement, Brand Standards, or by written notice from time to time. We may provide such notices in the manner described in Paragraph 21 below or by email to any Email Address we provide to you.

8.2.1 Training and Technology Services. You agree to use the Training and Technology Services as we authorize in the Brand Standards or by written notice from time to time and in no other way. We may provide such notice in the manner described in Paragraph 21 below or by email to any Email Address we provide to you. We have the right to implement Training and Technology Services in any manner, including over the Internet and with any web-based or other types of software platform. We have the right, but not the obligation, to add to, remove from, and modify Training and Technology Services from time to time; and, if we do, you will do the following at your sole expense within 14 days (or the time period we require) after our notice to you: you will implement and begin using such modified Training and Technology Services; cease using any previous versions of the Training and Technology Services; and remove all copies of any previous versions of the Training and Technology Services from your HLC and all of your computers, advertising, and other materials. Any subsequent version of the Training and Technology Services may include material changes from the previous version. We have the right, but not the obligation, to limit Training and Technology Services functions available to you to be consistent with the services we permit you to provide. You agree not to copy, reproduce, or translate any of the Training and Technology Services; or change, reverse engineer, decompile, disassemble, or create derivative works of any of the Training and Technology Services; or incorporate any Training and Technology Services into any software or any other software into the Training and Technology Services; remove or obscure our copyright, trademark, privacy, or similar notices; or use or change the data used by the Training and Technology Services using any software not provided by us.

8.2.2 Security. You agree you are responsible for the security of your computer, software, and phone systems; and you agree to do the following at your sole cost and expense: (a) You agree it is your sole responsibility to be knowledgeable of all present and future measures to update your computer, network equipment, and software as security improvements become available from the related vendors; and to timely update your computer, network equipment, and software as security improvements become available from the related vendors; and (b) You agree to notify us immediately if you suspect or become aware of a Security Breach. We have the right to take any action or no action at our sole discretion in connection with your notification and in connection with any actual or alleged Security Breach. We have the right to notify any affected persons and legal and regulatory authorities of any actual or alleged

Security Breaches. You agree that, upon your discovery of a Security Breach, you will promptly investigate and remediate at your sole expense the source of such Security Breach and, if directed by us or a legal or regulatory authority, you will provide credit monitoring to any affected persons; and (c) You are responsible to be knowledgeable of all measures to protect, and will timely protect, us, the Franchised Business, your operations, your employees, and your customers (including students and their parents and guardians) against identity theft and theft and misuse of personal information; and (d) You agree to pay us all Third Party Costs we incur in connection with this paragraph and Security Breaches and in connection with any related investigation or remediation we or third parties undertake.

8.2.3 Data. Except for your financial, accounting, employee, human resource, and payroll data, we own all electronic and non-electronic data developed or derived in connection with the Franchised Business, including all Software Data and all data developed and used in connection with Franchisor Technology, Phone Number, and Email Address, whether you develop or derive such data from vendors or using software we require or permit you to use in connection with the Franchised Business or you develop or derive such data using unauthorized software. Notwithstanding any other provision in this Agreement, we disclaim all ownership of your financial, accounting, employee, human resource, and payroll data. We have the right to access, record, and use for our purpose and benefit all data in this Paragraph 8.2.3, including your financial and accounting data and all Personal Data relating to your customers and students, but excluding your employee, human resource, and payroll data. You agree to provide us, at your sole cost, with access to such data in the manner and as we require, including via the internet, to such data. You agree to ensure that any privacy policies you adopt as required by Applicable Data Privacy Laws contemplates and permits such access, recording, and use of Personal Data by Huntington as contemplated by the Huntington Privacy Policies as updated from time to time at https://www.huntington.com/Privacy-Security/privacy-policies. We have the right to require your vendors (including landlords, the Premises Landlord, phone companies, electric companies, utility companies and Loan Companies) submit to us and for us to receive and use for our purpose and benefit from time to time in the manner and with the frequency we require the electronic and non-electronic reports and data we specify in our Brand Standards and by written notice (which notice we may provide in the manner described in Paragraph 21 below or by email to any Email Address we provide to you); and you agree to cooperate fully with us in connection with the foregoing in this sentence. You agree we may share all reports and data developed under this Paragraph 8.2.3 with any government and non-government third party, person, or entity for any reason from time to time.

8.2.4 Email Addresses. You agree (a) to use each Email Address we provide to you in the manner we require in this Agreement, Brand Standards, or by written notice (which notice we may provide in the manner described in Paragraph 21 below or by email to any Email Address we provide to you) from time to time; and (b) you and each of your employees and agents must use an Email Address for all email communication in connection with us and the Franchised Business; and (c) you and each of your employees may not use any email address other than an Email Address in connection with us and the Franchised Business; and (d) all messages you email in connection with the Franchised Business must display the signature we require. Such language must display prominently that you, and not we, own the Franchised Business; and (e) we own or our affiliate owns each Email Address and its emails and their attachments and content, as well as all data, notes, calendars, and appointments you use or develop in connection with each Email Address. Notwithstanding the preceding text in this subsection (f), we disclaim all ownership of all emails (and their attachments, content, data, notes, calendars, and appointments) used in connection with employee, human resource, or payroll data; and (g) we and our affiliate have no obligation to monitor any Email Address; and (h) any access we have or our affiliate has or search or monitoring we conduct or our affiliate conducts of any Email Address (or their emails, attachments, or content) is for our, and not your, benefit; and (i) we have and our affiliate has the right to delete at any time and from time to time any email in any of your Email Address accounts and, if we or our affiliate does so, you will have no access to such deleted emails and you hereby waive for all time any and all claims you have or may have had against us in connection with deleting any emails; and (j) each day you will read the emails we and others send to you at your Email Address; and (k) We have the right from time to time to modify, amend, discontinue, or substitute the Email Addresses, the software applications offered in connection with the Email Addresses, the vendor that provides the Email Addresses, and the level of service offered in connection with Email Addresses. Any change that we make or that any vendor (including Microsoft) makes in connection with Email Addresses may change substantially the services and the software that Email Addresses make available to you. You agree to comply fully, timely, and at your sole cost and expense with any such modification, amendment, discontinuance, or substitution when notified by us. You hereby waive for all time all claims you may have had against us in connection with such modification, amendment, discontinuance, or substitution.

8.2.5 Video Chat Software. You agree (a) to use each Video Chat Software license we provide to you in the manner we require in this Agreement, Brand Standards, or by written notice from time to time (we may provide such notice in the manner described in Paragraph 21 below or by email to any Email Address we provide to you); and (b) we or our affiliate owns all recordings made using such software; and (c) we have and our affiliate has no obligation to monitor any Video Chat Software; and (d) any access we or our affiliate has to, search we or our affiliate conducts of, or monitoring we or our affiliate conducts of any Video Chat Software is for our, and not your, benefit; and (e) you will ensure collection of all Personal Data via the Video Chat Software complies with Applicable Data Privacy Laws; and (f) We have the right from time to time to modify, amend, discontinue, or substitute the Video Chat Software, the vendor that provides the Video Chat Software, and the level of service offered in connection with Video Chat Software. Any change that we make or that any vendor makes in connection with Video Chat Software may change substantially the services and the software that Video Chat Software makes available to you. You agree to comply fully and timely with such modification, amendment, discontinuance, or substitution when notified by us to do so, at your sole cost and expense, and you hereby waive for all time any claim you may have had against us in connection with such modification, amendment, discontinuance, or substitution; and (g) we have the right to restrict or prevent access to activities or suspected activities that involve any actual or suspected Security Breach, hacking, distributed denial of service attacks, or uploading a virus, Trojan horse, time bomb, unauthorized application, or any other harmful form of programming or vandalism.

8.2.6 REPRESENTATIONS. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER SUCH WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO FRANCHISOR TECHNOLOGY, SUPPORTING SERVICES, AND ANY SOFTWARE OR TECHNOLOGY YOU USE IN THE FRANCHISED BUSINESS, INCLUDING ANY SOFTWARE OR TECHNOLOGY WE PROVIDE TO YOU, AND ANY SOFTWARE OR TECHNOLOGY WE REQUIRE OR PERMIT YOU TO YOU ACQUIRE, LICENSE, OR USE, AND ANY SOFTWARE OR TECHNOLOGY YOU ACQUIRE, LICENSE, OR USE IN VIOLATION OF THIS AGREEMENT. EACH OF THE FOREGOING IS PROVIDED “AS IS”. WE MAKE NO REPRESENTATION OR WARRANTY THAT ANY OF THE FOREGOING WILL BE ERROR FREE OR FREE OF ANY PROBLEM OR EPROBLEM. IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR FOR ANY LOSSES OR EXPENSES, INCLUDING LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, OR LOSS OF GOODWILL RELATING TO YOUR LICENSING OR USE OF ANY OF THE FOREGOING, EVEN IF WE OR OUR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, OR

EXPENSES. IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGES CAUSED BY ANY DELAY IN FURNISHING, OR FAILURE TO FURNISH, ANY FRANCHISOR TECHNOLOGY FOR ANY REASON.

8.3 **Owners.** Upon our request, you will identify all your Owners and their percentage ownership of you using our then-current Franchisee Description Form. We may provide such request in the manner described in Paragraph 21 below or by email to any Email Address we provide to you. You agree to notify us of any changes to the Owners using our then-current Franchisee Description Form. You agree that any change in the identity or ownership percentage of any Owner constitutes a Transfer and is governed by Paragraph 14 below. From time to time, we may contact any Owner to discuss this Agreement and the Franchised Business. We have the right at any time to decline to discuss this Agreement or the Franchised Business with any individual who is not the Primary Owner. You agree each Owner is as of the Agreement Date, and will be at all times during the Term, a natural person. You agree that as of the Agreement Date and at all times during the Term (a) you are not and never will be a legal entity, trust, 401(k) plan, retirement plan, or non-profit; and (b) no Owner is or will be a legal entity, trust, 401(k) plan, retirement plan, or non-profit or owned, in whole or in part, directly or indirectly, by a legal entity, trust, 401(k) plan, retirement plan, or non-profit; and (c) we have the right to resolve any dispute about whether you or any Owner is a natural person, legal entity, trust, 401(k) plan, retirement plan, or non-profit, including any dispute about definition or interpretation, in our sole discretion.

8.4 **Primary Owner**. You must designate an Owner to serve as the Primary Owner throughout the Term. You may replace the Primary Owner with another Owner solely with our permission, which will not be unreasonably withheld. The Primary Owner must (a) be a natural person, not a legal entity; and (b) complete Franchisee Initial Training; and (c) be fluent in English; and (d) be responsible for managing the Franchised Business; and (e) throughout the first two full years after opening the Franchised Business must work full-time, year-round in the business during all hours it is open, which, at a minimum, are those hours listed in the Huntington Manuals; and (f) throughout the first two full years after opening the Franchised Business must not work in any other full- or part-time job or occupation; and (g) must be the individual who we can contact about the Franchised Business.

8.5 **Employees.** In connection with the Franchised Business, you agree you are solely responsible for your employees, for staffing the Franchised Business, for all communication with and between your employees, and for all issues related to your employees. You agree we make no representation about your ability to recruit any full- or part-time employees, including teachers, or about the compensation you may pay, or may have to pay, your employees.

8.5.1 Disclaimers. You and we agree to each of the following for all time in connection with the Franchised Business: (a) We expressly disclaim any implicit, reserved, indirect, and direct authority to control (whether directly, indirectly, or both) or to exercise any power to control (whether directly, indirectly, or both) any of your employees' terms and conditions of employment; and (b) We expressly disclaim any implicit, reserved, indirect, and direct authority for any communication (by means of mail, email, phone, or otherwise) between you and your employees; and (c) We expressly disclaim any implicit, reserved, indirect, and direct authority for any staffing of the Franchised Business and for any issue related to your employees; and (d) You are solely responsible for all federal, state, municipal, and other laws and regulations relating to your employees; and (e) We expressly disclaim any actual or apparent authority or responsibility for all federal, state, municipal, and other laws and regulations relating to your employees; and (f) We do not, and will not be involved in, and have no right of control over, any of your employees, any communication related to your employees, any issue related to your employees, and any data related to your employees; and (g) Solely you are responsible for all your employee-related compensation, management, decisions, terms, conditions, communications, and data; and (h) We expressly disclaim each of the following: (1) Any right to share or codetermine any terms or conditions of your employees; and (2) any right to possess or exercise direct or indirect control over any terms or conditions of your employees, including any aspect such as compensation, scheduling, supervision, and discharge; and (3) any actual or apparent authority or responsibility for any of your employee-related compensation, management, decisions, terms, conditions, communications, and data. In connection with the Franchised Business, we do not, and will not be involved in, and have no right of control over, any of your employee-related compensation, management, decisions, terms, conditions, communication, and data. Such employee-related compensation, management, decisions, terms, conditions, communications, and data include those about recruiting, hiring, wages, bonuses, commissions, payroll taxes, benefits, the manner or frequency with which you pay your employees, staffing, staffing levels, staffing schedules, supervising, disciplining, terminating, workman's compensation, unemployment insurance, safety rules and requirements, compliance with non-discrimination statutes, and record keeping. Without limiting the foregoing in this Paragraph 8.5, you and we agree to each of the following in connection with the Franchised Business for all time: (a) You and we agree we have no authority, and we expressly disclaim any actual or apparent authority to hire or fire any of your employees; and supervise or control any of your employees' work schedules or conditions; and determine pay rate or method of payment for any of your employees; and maintain any of your employee's employment records; and communicate with any of your employees; and (b) You and we agree that we have no control over, and have no right to direct you in connection with, the performance of any of your employees' work; and (c) You and we agree that, because we do not operate any HLCs, all your employees perform work that is outside our usual course of business; and (d) Any training, advice, or information we provide to you that is related to your employees is strictly optional and implementation of any them is within your sole discretion, unless otherwise required by this Agreement; and (e) Any staffing-, human resource-, or payroll-related form or other communication or document we provide to you is strictly optional and implementation of them is within your sole discretion, unless otherwise required by this Agreement; and (f) You agree to place the Franchisee's name on all your staffing, human resource, and payroll-related forms, reports, and other documents. You agree that none of your staffing, human resource, or payroll-related forms, reports, and other documents will bear any of the Marks, including the mark, Huntington Learning Center® and Huntington Learning Center® with design; and (g) You have no obligation to provide us with any staffing-, human resource-, or payroll-related data; and (h) Any staffing-, human resource-, or payroll-related advice, procedure, data, or process we provide to you is strictly optional and implementation of any of them is within your sole discretion, unless otherwise required by this Agreement.

8.5.2 Acknowledgements. You agree to execute the form, Franchisee Acknowledgement Regarding Employees, concurrently with your execution of the Franchise Agreement. When you hire an employee and thereafter at least once a quarter, you must give each of your employees our form, Notification to Franchisee Employees, they must sign it, and, after they sign it, you must sign it. Your use of these forms or your failure to use these forms will not reduce or waive any of your obligations under this Paragraph 8.5. The current versions of these forms are in Exhibit E. We have the right to modify these forms from time to time.

8.5.3 Background and reference checks; hire; standards. You agree to the following in connection with each of your employees: (a) You must conduct a background check of each of your employees before you hire them; and (b) You must conduct at least two reference checks of each of your employees before you hire them; and (c) You determine how to interpret background checks and reference checks. You determine whether to hire an individual; and (d) You agree to establish and maintain standards for your prospective employees. You agree to establish and maintain standards for your employees and to require your employees comply with your standards.

8.5.4 Employee requirements. You agree we have the right to require your employees meet our requirements as described in this Agreement, Brand Standards, and by written notice from time to time. We may provide such notice in the manner described in Paragraph 21 below or by email to any Email Address we provide to you. Your compliance with these requirements will not reduce in any way your sole responsibilities for your employees, including those under this Paragraph 8.5. You agree you are responsible for your employees, including hiring and training them and for all issues related to them; and you agree to require each of the following of each of your employees: (a) All your employees must be located in the United States; and (b) All your employees must be fluent in reading, writing, and speaking the English language; and (c) All your employees must complete our teacher training program within the time period required in Paragraph 7 above, Brand Standards, or as we require by written notice from time to time. We may provide such notice in the manner described in Paragraph 21 below or by email to any Email Address we provide to you; and (d) All your teachers must be competent to use Training and Technology Services. All your other employees must be competent to use Training and Technology Services and typical business software applications, including Internet Explorer, QuickBooks, ProfitKeeper, and Microsoft's Word, Excel, Outlook, Project Server, and SharePoint; and (e) All your teachers must have been awarded a bachelor's degree from an accredited four-year college; and (f) All your teachers must be currently or formerly certified as a teacher by any state; however, if they do not hold, or never have held, state teacher certification from any state, then they must complete our teacher certification program in the manner, and within the time period, we require; and (g) All individuals who perform any work in connection with your Franchised Business, including your tutors and staff, must be employees and not independent contractors.

8.5.5 Indemnification. In connection with the Franchised Business, you agree to indemnify and hold harmless the Franchisor Entities in the manner provided in Paragraph 19.3 below from and against all Third Party Costs, claims, demands, obligations, liabilities, debts, and damages of every kind and nature resulting or arising, directly or indirectly, from claims made by, on behalf of, or in connection with your employees, including those made by the National Labor Relations Board and any other government agencies and regulators, whether occasioned by your or your employees' neglect, omission, willful act, or otherwise. This Paragraph 8.5.5 survives termination or expiration of this Agreement for any reason.

8.5.6 Third Party Costs. You agree to pay us all Third Party Costs we incur in connection with (a) this Paragraph 8.5; (b) any related investigation or remediation we, government authorities (including the National Labor Relations Board), or third parties undertake in connection with your employees; and (c) any payment, penalty, and interest imposed on us by any government authority (including the National Labor Relations Board) in connection with your employees.

8.6 **Students and customers.** You and we agree that none of your prospective, enrolled, or former students or customers are, or will be deemed, our students or customers; and, except as described in this Agreement, we have no control over, or any responsibility for, any such students and customers. You agree (a) you, not we, are responsible for your students and customers; and (b) nothing in our Brand Standards, no advice we give you, and no training we conduct or approve will reduce in any way your sole responsibility to your students and customers, including your responsibilities under this Paragraph 8.6 and applicable Data Privacy Laws. You agree to pay us all Third Party Costs we incur in connection with this Paragraph 8.6 and in connection with any related investigation or remediation we, government authorities, or third parties undertake. We may provide notices under this Paragraph 8.6 in the manner described in Paragraph 21 below or by email to any Email Address we provide to you.

8.6.1 Outcomes; ethics; not withhold information; promises; products and services; complaints; customer information. You agree to each of the following: (a) You, and not we, are responsible for all education and other outcomes for your students and customers in connection with any services you provide to them; and (b) You agree to treat all your students and customers fairly; provide Huntington Services, eTutoring, and Contract Services in an honest, ethical, and non-discriminatory manner; use your best efforts to preserve good student and customer relations; and render competent, prompt, courteous, and knowledgeable service to your students and customers; and (c) You agree you will not withhold any information from your students and customers that you believe, in your good faith estimation, to be material to the services you provide to them; and (d) You agree not to make any promises or representations to your students or customers that we do not authorize in Brand Standards or by written notice from time to time; and (e) You may not sell, or attempt to sell, any product or service to your students or customers that you believe, in your good faith estimation, is not needed by them; and (f) You may not sell or attempt to sell any product or service to any of your students or customers that we have not authorized in writing; and (g) You may use student and customer information only for the purpose of operating the Franchised Business to the extent permitted by Applicable Data Privacy Laws, this Agreement, and Brand Standards. You may not sell any student or customer information to any other party, including any third-party and any of our other franchisees, even if such selling may be otherwise permitted pursuant to Applicable Data Privacy Laws.

8.6.2 Refunds. You agree to handle all student and customer complaints, refund requests, returns, and other adjustments in a manner that will not detract from the Marks and our goodwill. You agree to pay all refunds to your students and customers as required by all laws and regulations and Brand Standards. You agree: (a) Concurrently with your execution of this Agreement, you agree to execute the Confession of Judgement, the current version of which is in Exhibit D. If you do not pay any customer any refund as required by this Agreement, any law or regulation, or Brand Standards, we have the right, but not the obligation, to have judgement by confession entered against you in favor of us or our assigns in any court of competent jurisdiction for all such refunds. We have the right to refund to such customers all monies recovered from you through such judgement by confession. We have no obligation to pay any such monies to you; and (b) If you do not pay a refund as required by this Agreement, any law or regulation, or Brand Standards, we have the right, but not the obligation, to pay such refund. You must pay us the amount of such refund immediately upon written notice; and (c) No act or omission by us under this Agreement or amount we may owe you will reduce in any way your responsibility to refund all monies paid to you by your students and customers in advance for services that have not been rendered or for any other reason; and (d) You agree to pay us all amounts we pay, and Third Party Costs we incur, in connection with this Paragraph 8.6.2, your refunds, and your Confession of Judgement. Any refund we pay on your behalf and all Third Party Costs we incur in connection with this Paragraph 8.6.2, your refunds, and your Confession of Judgement will be a lien in our favor against you, the assets owned by you (including the personal property, furniture, fixtures, furnishings, equipment, signs, fixtures, curricula, and inventory you own), and the Premises at the time of this default. Such payment and lien will be in addition to any other relief available under this Agreement or at law or in equity; and (e) You agree this Paragraph 8.6.2 will survive expiration or termination of this Agreement for any reason.

8.6.3 Our communication with your customers. We and our agents have the right, but not the obligation, to communicate in any manner with and survey, from time to time, your prospective, current, and former students and customers. We and our agents have the right, but not the obligation, from time to time, to receive data, documents, and reports from, and to deliver data, documents, and reports to, your prospective, current, and former students and customers. We have the right to use such data, documents, and reports in any manner not prohibited by this Agreement or law. We have the right, but not the obligation, to publish any such survey results in any manner and in any media, including our Website and Networking Media Sites, and you must ensure that any privacy policy you adopt in compliance with Applicable Data Privacy Laws permits such use of Personal Data by us for the purposes set forth in this Paragraph 8.6.

8.6.4 Indemnification. You agree to indemnify and hold harmless the Franchisor Entities in the manner provided in Paragraph 19 below from and against all claims; demands; obligations; liabilities; debts; and damages of every kind and nature (including those by any government agency or regulator, including the National Labor Relations Board, Federal Trade Commission, California Privacy Protection Agency, and similar agencies) resulting or arising, directly or indirectly, from (a) claims made by, on behalf of, or in connection with your students and customers, or (b) any misuse of any Personal Data, or (c) actual or alleged violation of Applicable Data Privacy Laws, or (d) any Security Breach that is allegedly the result of your act or omission or that of your employees or contractors, whether occasioned by your neglect, omission, willful act, or otherwise or whether occasioned by your students' or customers' neglect, omission, willful act, or otherwise. This Paragraph 8.6.4 survives termination or expiration of this Agreement for any reason.

8.7 **Student results, modification of lesson plans, instructional hours, and curricula.** You agree the results your students obtain, the duration of their attendance, and the revenue they generate depend on you and the services you provide to them and their parents or guardians, the number of teachers you employ, the quality of your instruction, your management of your teachers and their instruction, conduct of initial and other conferences, and your in-person and virtual visits to schools and your conversations with teachers, counselors, and other professionals. You and we agree to the following: (a) You develop lesson plans and instructional hours and select curricula and implement lesson plans, instructional hours, and curricula; and (b) you have the right to modify any of our recommended lesson plans and any of our recommended instructional hours and to use approved or non-approved curricula; and you have the right to implement lesson plans, instructional hours, and curricula in any manner of your choosing. If you wish to use non-approved curricula, you agree to comply with the approval procedures in Paragraph 26.1.17 below.

8.8 **Public Entities.** You and we agree that none of your prospective, former, current, or future Public Entities are, or will be deemed, our Public Entities; and we have no control over, or any responsibility for, any such Public Entities; and you, not we, are responsible for your Public Entities. You agree we make no representation about your ability to submit any application to, or enter into any contract or lease with, any Public Entity to provide Contract Services or any other services or products. You agree you are solely responsible for submitting applications and obtaining contracts and leases with Public Entities to provide Contract Services and for any services or products you provide thereunder; and any assistance we provide in connection with applications, contracts, and leases for Public Entities is solely for our benefit. You agree that nothing in our Brand Standards, no advice we give you, and no training we conduct or approve will reduce in any way your sole responsibilities to your Public Entities, including your responsibilities under this Paragraph 8.8. You agree you are solely responsible for all education and other outcomes for your Public Entities in connection with any Contract Services you provide to them or their students. You agree to pay us all Third Party Costs we incur in connection with this Paragraph 8.8 and in connection with any related investigation or remediation we, government authorities, or third parties undertake. We may provide all notices under this Paragraph 8.8 in the manner described in Paragraph 21 below or by email to any Email Address we provide to you. You agree to each of the following: (a) You will treat all your Public Entities fairly; provide Contract Services in an honest, ethical, and non-discriminatory manner; use your best efforts to preserve good relations; and render competent, prompt, courteous, and knowledgeable service to them; and (b) You will not withhold any information from your Public Entities that you believe, in your good faith estimation, to be material to the services you provide to them or their students; and (c) You will not make any promises or representations to your Public Entities that we do not authorize in Brand Standards or by written notice from time to time; and (d) You will not sell, or attempt to sell, any product or service to your Public Entities or their students that you believe, in your good faith estimation, is not needed by them; and (e) You will handle all Public Entity complaints, refund requests, returns, and other adjustments in a manner that will not detract from the Marks and our goodwill; and (f) You will pay all refunds to your Public Entities and their students as required by Public Entity Standards, all present and future laws and regulations, and Brand Standards; and (g) You will not sell or attempt to sell any product or service to any Public Entity or to any of its students that we have not authorized in writing.

8.8.1 Our communication with your Public Entities. We and our agents have the right, but not the obligation, to communicate with and survey, from time to time, your prospective, current, and former Public Entities and their students. We and our agents have the right, but not the obligation, from time to time, to receive data, documents, and reports from, and to deliver data, documents, and reports to, your prospective, current, and former Public Entities and their students. We have the right to use such data, documents, and reports in any manner not prohibited by this Agreement or law. We have the right, but not the obligation, to publish any such survey results in any manner and in any media, including our Website and Networking Media Sites.

8.8.2 Our rights. You acknowledge and agree that, in connection with any tutorial, educational, instructional, professional development, or other services or products, including any services that are the same as, or similar to, Huntington Services, eTutoring, and Contract Services, for all time we and our affiliates and our and their franchisees have the right, but not the obligation, to market, apply to provide, enter into a contract to provide, and provide any services (including Huntington Services, eTutoring, and Contract Services) in connection with any program offered or funded by any private, public, or other organization, including government and quasi-government organizations, Public Entities, cities, counties, states, and the federal government, including under the No Child Left Behind Act, the Every Student Succeeds Act, as amended, the Individuals with Disabilities Education Act, as amended, and any similar city, county, state, or federal law or regulation to any individual, company, school, college, Public Entity, organization, public or private entity, quasi-government agency, and government agency, at any location, including at any location within the Exclusive Area, and to grant such rights to others, including our franchisees. For all time, we have the right to communicate with and to direct and refer in any manner to us, any HLC, and any Public Entity any of your prospective, current, and former customers and any of your Public Entities and their prospective, current, and former students. Such communication, direction, and referral include any communication, direction, and referral by our Call Center, Conference Services, Virtual Testing, eTutoring, Contract Services, and any of our personnel and agents, including franchise business consultants and trainers. You must ensure that any privacy policy you adopt in compliance with Applicable Data Privacy Laws permits use of any Personal Data of your prospective, current, and former students and customers.

8.8.3 Indemnification. You agree to indemnify and hold harmless the Franchisor Entities in the manner provided in Paragraph 19 below from and against all claims; demands; obligations; liabilities; debts; and damages of every kind and nature (including those by any government agency or regulator, including the National Labor Relations Board) resulting or arising, directly or indirectly, from claims made by, on behalf of, or in connection with your Public Entities and their students, whether occasioned by your neglect, omission, willful act, or otherwise or whether occasioned by your Public Entities' or their students' neglect, omission, willful act, or otherwise. This Paragraph 8.8.3 survives termination or expiration of this Agreement for any reason; and

8.9 **Contract Services.** Previously, we made Contract Services available temporarily to those of our franchisees who executed one or more amendments to their franchise agreement. You agree that, if you executed any such amendment, then all such amendments are terminated and of no effect as of the Agreement Date. If you plan to provide Contract Services in another HLC's exclusive area, we request you notify that franchisee in advance of providing any Contract Services. If you have not provided any Contract Services to any Approved Public Entity for a period of 90 days, we have the right to remove that Public Entity as an Approved Public Entity. You may provide Contract Services to any student who is located solely in the United States. You may not provide any Contract Services to any student who is located at any time outside the United States. You may provide Contract Services to any student located within any other HLC's exclusive area (or territory, if another HLC has a territory). Any other HLC may provide Contract Services to any student who is located within your Exclusive Area (or territory if you have a territory). You agree we do not make, and you have not received from us or any of our employees or agents, any representation about any of our systems, technology, procedures, or processes in connection with Contract Services. You understand and acknowledge the following: We have no or limited experience in developing, offering, or providing Contract Services and related software, curricula, training, and support; and we are developing this service and such development will involve testing and experimentation; and such testing and experimentation may result in your loss of income and opportunities; and the Brand Standards may be incomplete or erroneous for Contract Services. You agree that you are solely responsible for all losses, damages, penalties, and liabilities to each Public Entity and all its students; and we do not review or comment on for your benefit any application, contract, or lease you have entered into, or may enter into, with any Public Entity in connection with Contract Services or otherwise. You agree we have no obligation to review or comment on any application, contract, or lease you may enter into with any Public Entity or otherwise. You agree that any review or comment we may have made, or may make in the future, on any application, contract, or lease is solely for our benefit.

8.9.1 Applications, contracts, leases. You agree that are responsible to research opportunities for Contract Services and solicit Public Entities for these services. You agree you are solely responsible (a) to apply to Public Entities to provide these services; and (b) to enter into contracts or leases to provide these services; and (c) for all related costs and expenses; and (d) to comply with all applications, contacts, and leases you enter into in connection with Contract Services and otherwise. If you make any application to any Public Entity, or if you enter into any contract with any Public Entity, or if you execute any lease to use any Public Entity's facility, then such application, contract, and lease must state we are not a party to it and we are not your agent. You must deliver to us a copy of each application, contract, and lease signed or revised by you and a Public Entity within 10 days after you and such Public Entity sign such application, contract, or lease. Your failure to comply with Public Entity obligations. You must notify us in writing immediately upon your failure to fulfill any of your obligations to any Public Entity; and of any notification to you by any Public Entity or other party of any failure to fulfill any of your obligations to any Public Entity.

8.9.2 Procedure. Before you provide any Contract Services, you must submit to us the form, Public Entities for Contract Services, for our approval; the current version is in Exhibit E. If we do not approve any Public Entity by written notice within 30 days after we receive this form, it is deemed disapproved. You agree to provide Contract Services only to Approved Public Entities. You agree you will not provide any services, including Contract Services, to any Public Entity that is not an Approved Public Entity.

8.9.3 Communication. You agree we have the right, but not the obligation, at any time and from time to time, to communicate in any manner (including in-person, phone, text, mail, email, audio, and video) with any Public Entity, including Approved Public Entities and disapproved and removed Public Entities, for any reason, including notifying it of your default; of your loss of the right to perform Contract Services; and termination of Contract Services License.

8.10 **Your agents, vendors, landlords.** You and we agree that none of your prospective, current, or former agents, vendors, or landlords (including the Premises Landlord) are, or will be deemed, our agents, vendors, or landlords; and we have no control over, or any responsibility for, your agents, vendors, and landlords (including your Premises Landlord). You agree not to make any promises or representations to your agents, vendors, and landlords (including the Premises Landlord) that we do not authorize in Brand Standards or by written notice from time to time. You agree to pay us all Third Party Costs we incur in connection with this Paragraph 8.10 and in connection with any related investigation or remediation we or third parties undertake. We may provide all notices under this Paragraph 8.10 in the manner described in Paragraph 21 below or by email to any Email Address we provide to you. You agree to each of the following:

8.10.1 Purchases. We have the right to require (a) you purchase all products, supplies, and services you use or sell in connection with the Franchised Business from vendors we specify in Brand Standards or by written notice from time to time; and (b) to designate a vendor, who may include or be limited to us or an affiliate, of any products, supplies, and services that you purchase for use or sale in connection with the Franchised Business. You acknowledge and agree that certain approved products and supplies may be available from only one approved supplier source, and we or our affiliates may be that source. We and our affiliates have the right to earn and retain profits and all other forms of consideration, including rebates and volume discounts, from all such purchases you or we make from any vendor. You agree to pay each of your vendors timely and in full according to each such vendor's terms; and

8.10.2 Communication. We and our agents have the right, but not the obligation, to communicate with and survey your former, current, and future agents, vendors, and landlords (including the Premises Landlord) for any reason from time to time. We and our agents have the right, but not the obligation, from time to time, to require and to receive data, documents, and reports from, and to deliver data, documents, and reports to, your former, current, and future agents, vendors, and landlords (including the Premises Landlord). We have the right to use such data, documents, and reports in any manner not prohibited by this Agreement or law. We have the right, but not the obligation, to publish any such survey results, data, documents, and reports in any manner and in any media, including our Website and Networking Media Sites. If we communicate with or survey any of your agents, vendors, or landlords (including the Premises Landlord), you agree to cooperate with us; and

8.10.3 No warranty. You, not we, are responsible for your agents, vendors, and landlords (including the Premises Landlord). Nothing in this Agreement or our Brand Standards, no advice we give you, and no training we conduct or approve will reduce in any way your sole responsibilities to your agents, vendors, and landlords (including the Premises Landlord), including your responsibilities under this Paragraph 8.10. We and our affiliates make no warranty with respect to any product or service you purchase from us or any vendor. Such products and services include equipment, supplies, computer equipment, computer software, and any items we recommend or approve. We expressly disclaim all representations and warranties, express and implied, including implied warranties of merchantability and fitness for a particular purpose, with respect to any such product or service; and

8.10.4 Indemnification. You agree to indemnify and hold harmless the Franchisor Entities in the manner provided in Paragraph 19 below from and against all claims, demands, obligations, liabilities, debts, and damages of every kind and nature (including those by any government agency or regulator) resulting or arising, directly or indirectly, from all claims made by, on behalf of, or in connection with your agents, vendors, and landlords (including the Premises Landlord), whether occasioned by your neglect, omission, willful act, or otherwise or whether occasioned by your or our agents', vendors', or landlords' neglect, omission, willful act, or otherwise. This Paragraph 8.10.4 survives termination or expiration of this Agreement for any reason.

8.11 **Loan Companies.** You and we agree that none of your prospective, current, or former Loan Companies are, or will be deemed, our Loan Company; and we have no control over, or any responsibility for, any of your prospective, current, or former Loan Companies. You agree to use your best efforts to apply to, and become approved by, each Loan Company we require; and to maintain each such Loan Company's approval continually throughout the Term. Such Loan Companies currently include Your Tuition Solution. We have the right to add and remove Loan Companies (including removal of all Loan Companies), from time to time. You agree to bear all your initial and on-going costs in connection with each Loan Company; and to pay all fees associated with all Loan Companies and all loans they provide to you and your students and customers. You understand and agree that we make no warranty or representation of any kind related to any Loan Company, whether or not we approved or recommended any Loan Company for use by you. You agree to pay us all Third Party Costs we incur in connection with this Paragraph 8.11 and in connection with any related investigation or remediation we or third parties undertake. We may provide all notices under this Paragraph 8.11 in the manner described in Paragraph 21 below or by email to any Email Address we provide to you. You agree to each of the following:

8.11.1 Franchisee Data Reporting Request; date. You agree to execute the form, Franchisee Data Reporting Request, concurrently with your execution of this Agreement; the current version is in Exhibit E. You agree to execute and return to us our then-current Franchisee Data Reporting Request within five days of our request us; and you will not void, attempt to void, terminate, or attempt to terminate any Franchisee Data Reporting Request at any time. We may request data, documents, and reports in electronic and non-electronic form from all Loan Companies for all their activity in connection with your Franchised Business in the manner and with the frequency we require. Each Loan Company may provide us with all data, documents, and reports we request in writing. You will cooperate fully with us and each such Loan Company in providing us with all data, documents, and reports we request. Upon our request, you agree to direct each of your Loan Companies to provide us with the data, documents, and reports we request in writing. We may provide all requests in this Paragraph 8.11.1 in the manner described in Paragraph 21 below or by email to any Email Address we provide to you.

8.11.2 Indemnification. You agree to indemnify and hold harmless the Franchisor Entities in the manner provided in Paragraph 19 below from and against all claims; demands; obligations; liabilities; debts; and damages of every kind and nature (including those by any government agency or regulator) resulting or arising, directly or indirectly, from claims made by, on behalf of, or in connection with your Loan Companies, whether occasioned by your or your Loan Company's neglect, omission, willful act, or otherwise. This Paragraph 8.11.2 survives termination or expiration of this Agreement for any reason.

8.12 **Accreditation**. We have the right to require you become a member of an Accrediting Body. We have the right to require you cease being a member of an Accrediting Body. You must not apply for accreditation or become accredited without our prior written approval, which we have the right to withhold for any business reason. We have the right to change the Accrediting Body from time to time and, if we change the Accrediting Body, we have the right to require you become a member of a changed Accrediting Body and we have the right to require you cease being a member of a changed Accrediting Body. To the extent permitted by the Accrediting Body, you must use your best efforts to be accredited by it in the manner and within the time period we require. If the Accrediting Body accredits you, you must comply with our and its requirements to maintain such accreditation in full force and effect continually during the Term in the manner we authorize in Brand Standards and by written notice from time to time. If you apply to the Accrediting Body and it does not accredit you, then you agree to do all those things required by the Accrediting Body and us in the manner and within the time period required by the Accrediting Body and us to attempt to obtain its accreditation. You agree to pay us all Third Party Costs we incur in connection with this Paragraph 8.12 and in connection with any related investigation or remediation we or third parties undertake. We may provide all notices under this Paragraph 8.12 in the manner described in Paragraph 21 below or by email to any Email Address we provide to you. You agree to indemnify and hold harmless the Franchisor Entities in the manner provided in Paragraph 19 below from and against all claims; demands; obligations; liabilities; debts; and damages of every kind and nature (including those by any government agency or regulator) resulting or arising, directly or indirectly, from claims made by, on behalf of, or in connection with each Accrediting Body, whether occasioned by your or the Accrediting Body's neglect, omission, willful act, or otherwise. This Paragraph 8.12 survives termination or expiration of this Agreement for any reason.

8.13 **Supporting Services**. You agree you will comply fully with the Call Center Standards throughout the Term; and you will use solely the Phone Number or the Franchised Business's advertised phone number in all marketing and advertising you conduct in connection with the Franchised Business; and you will direct all calls received over your Franchised Business's advertised phone number to the Call Center. During the term of the Conference Services License, you agree you will comply fully with the Conference Services Standards; and we may authorize Loan Companies to make loans available on your behalf to your customers and students in connection with Virtual Conferences. During the term of the Virtual Testing License, you agree to comply fully with the Virtual Testing Standards. You agree we or our affiliate have the right, but not the obligation, to change, modify, and further develop the Supporting Services at any time and from time to time. You agree we make no representation about any results you or we may obtain using the Supporting Services, including results for their conversion rates, enrollment rate, payment (including any up-front payment), scheduled hours per week, and length of stay. We may provide all notices under this Paragraph 8.13 in the manner described in Paragraph 21 below or by email to any Email Address we provide to you. You agree to each of the following:

8.13.1 Requirement to use. You must use the Call Center during the Term. You must use the Call Center License as described herein and in the Call Center Standards. You must use the Call Center if you are a New Franchisee, Transfer Franchisee, or if you are a Renewal Franchisee who used the Call Center immediately before the Agreement Date. If you are a Renewal Franchisee who did not use the Call Center immediately before the Agreement Date, we do not require you use the Call Center; however, if you request to use the Call Center after the Agreement Date and we agree to your request, you must sign our then-current Call Center Amendment, which will include a set-up fee. You must use Conference Services as described herein and in the Conference Services Standards. You must use Conference Services if you are a New Franchisee, Transfer Franchisee, or if you are a Renewal Franchisee who used Conference Services immediately before the Agreement Date. If you are a Renewal Franchisee who has not used Conference Services immediately before the Agreement Date, we do not require you use Conference Services; however, if you request to use Conference Services after the Agreement Date and we agree to your request, you must sign our then-current Conference Services Amendment, which will include a set-up fee. You must use Virtual Testing as described herein and the Virtual Testing Standards beginning immediately upon our introduction of Virtual Testing into the System. You must use Virtual Testing, if you are a New Franchisee, Transfer Franchisee, or if you are a Renewal Franchisee who used Virtual Testing immediately before the Agreement Date. If you are a Renewal Franchisee who has not used Virtual Testing immediately before the Agreement Date, we do not require you use Virtual Testing; however, if you request to use Virtual Testing after the Agreement Date and we agree to your request, you must sign our then-current Virtual Testing Amendment, which will include a set-up fee.

8.13.2 Recording. You must not record in any manner, whether directly, indirectly, or through any third party, and whether using audio, video, or any electronic or non-electronic means, any audio or video calls or conversations received or transmitted in connection with any Supporting Services. You agree we have the right to the fullest extent permitted by law, but not the obligation, to record in any manner, whether directly, indirectly, or through any third party and whether using audio, video, or other electronic or non-electronic means any audio or video calls or conversations received or transmitted in connection with Supporting Services and to collect from all participants biometric data in connection with all of the foregoing. You agree such permissions cannot be revoked at any time by you during the Term; and we own all such recordings and biometric data and all rights to such recordings and biometric data; and we have no obligation to give you any copy of any such recording or biometric data or to make any such recording or biometric data available to you.

8.13.3 Disputes. You agree we have the right to resolve any dispute about (a) any phone number you use in connection with the Franchised Business; and (b) your use of the Call Center; and (c) any testing, initial conference, interim conference, other conference, conversation, or event conducted in connection with any Supporting Services; and about any decision we or any customer makes in connection with any Supporting Services; and (c) about any call made to, or by, the Call Center; and (d) any testing conducted by Virtual Testing; and (e) any initial and interim conference conducted by Virtual Conferencing; and (f) the number of inquiries, AEs, and enrollments; and (g) whether an inquiry is derived directly or otherwise from our Website's electronic commerce functionality; and (h) whether an inquirer contacted you or the Call Center for customer service or otherwise. Such calls, testings, and conferences include those made by prospective, current, and former vendors, students, customers, and employees; and (i) the definition or interpretation of the disputes covered by this Paragraph 8.13. Our decision is final in connection with the disputes covered by this Paragraph 8.13

8.14 **Platform**. You agree you will use the Platform solely in connection with the Franchised Business. You agree we or our affiliate have the right, but not the obligation, to change, modify, and further develop the Platform at any time and from time to time. You agree we make no representation about any results you or we may obtain using the Platform. You must use the Platform as described herein and in the Brand Standards Manual and as we direct in writing. You agree we have the right to resolve any dispute about the Platform, your use of the Platform, and the definition or interpretation of the disputes covered by this Paragraph 8.14. Our decision is final in connection with the disputes covered by this Paragraph 8.14. We may provide all notices under this Paragraph 8.14 in the manner described in Paragraph 21 below or by email to any Email Address we provide to you.

8.15 **eTutoring.** Previously, we made online tutoring available temporarily to those of our franchisees who executed an amendment to their franchise agreement. You agree that, if you executed any such amendment, then all such amendments are terminated and of no effect as of the Agreement Date. You agree we do not make, and you have not received from us or any of our employees or agents, any representation about any of our systems, technology, procedures, or processes in connection with eTutoring. You understand and acknowledge the following: We have no or limited experience in developing, offering, or providing eTutoring and related software, curricula, training, and support; and we are developing this service and such development will involve testing and experimentation; and such testing and experimentation may result in your loss of income and opportunities; and the Brand Standards may be incomplete or erroneous for eTutoring.

8.15.1 Limitations. You agree to each of the following: (a) You may provide eTutoring to any student who is solely located in the United States. You may not provide any eTutoring to any student who is located outside the United States. You may provide eTutoring to any student located within any other HLC's exclusive area (or territory, if another HLC has a territory). Any other HLC may provide eTutoring to any student who is located within your Exclusive Area (or territory if you have a territory); and (b) You must not provide eTutoring to any student who is enrolled by or at any other HLC or who is located within that other HLCs premises. You will not permit any other HLC to provide eTutoring to any student who is enrolled by or at your HLC or is located within your Premises; and (c) All eTutoring sessions are subject to the Huntington Privacy Policy available https://www.huntington.com/Privacy-Security/privacy-policies and you must ensure all Personal Data collected via the eTutoring session is collected in compliance with such Huntington Privacy Policies.

8.15.2 Students under the age of 18. You agree that, before you provide any eTutoring to any student under the age of 18, you will obtain written authorization for your provision of eTutoring in the manner and form we require from such student's parent or legal guardian. The current form is the Huntington eTutoring Authorization Form. The parent or guardian completes this form electronically. You must retain such authorization for the term of your Franchise Agreement and any successor franchise agreement. You must not provide any eTutoring to any student under the age of 18 without a Huntington eTutoring Authorization Form in your possession signed by that student's parent or guardian.

8.15.3 Recording. You must record all eTutoring sessions in the manner we require in Brand Standards or in writing from time to time and in no other manner. We may provide such notice in the manner described in Paragraph 21 below or by email to any Email Address we provide to you. You must not provide any eTutoring session, if you do not record that session in the manner we require. We have the right to view and listen to all such recordings at any time. We have the right to use all such recordings in any manner not prohibited by applicable law.

8.15.4 Teachers. In addition to the requirements in the Franchise Agreement, you agree we have the right, but not the obligation, to impose additional requirements on your eTutoring teachers, including requirements about (a) the appearance of the physical location in which the teacher provides eTutoring; and (b) the teacher's video background; and (c) the technology and equipment the teacher uses to provide eTutoring; and (d) the teacher's dress and appearance.

8.16 **Your execution of notices in Exhibit E.** Contemporaneously with your execution of this Agreement, you must execute the documents in this Paragraph 8.16. The current versions of these documents are in Exhibit E. In addition, we have the right to require you execute these documents at any time and from time to time during the Term, including with the frequency required in this Agreement and such documents. You agree to comply fully and timely with all provisions of this Paragraph 8.16. These documents are:

8.16.1 Your notices to us during the Term. You agree to submit the following notices to us in the manner and within the time period required in these notices or by us in writing:

A. Franchisee Acknowledgement Regarding Employees; and
B. Franchisee Data Reporting Request; and
C. Your Initial Investment; and

8.16.2 Periodic notices to your employees during the Term. When you hire an employee and thereafter at least once a quarter, you must give each of your employees our form, Notification to Franchisee Employees, they must sign it, and, after they sign it, you must sign it; and

8.16.3 Notice upon termination or expiration of the Call Center License. You agree to execute the document, Phone Number Redirect upon Termination of the Call Center License, upon termination or expiration of the Call Center License for any reason; and

8.16.4 Notices upon termination or expiration of this Agreement. You agree that, upon termination or expiration of this Agreement for any reason whatsoever, we have the right, but not the obligation, to submit, file, or convey to all government and non-government entities, companies, and agencies, including phone companies, internet providers, utility companies, landlords, and vendors, notices that you no longer are our franchisee and the following notices:

A. Notification that the Undersigned Is No Longer Operating a Huntington Learning Center® Business; and
B. Phone Number Assignment upon Termination of the Franchise Agreement; and
C. Email and Internet Assignment; and
D. Utility Assignment.

9 MARKS

9.1 **Use.** You agree to each of the following: (a) for all time that we have the sole and absolute right to approve or reject any use of the Marks and any object using or exhibiting the Marks, including all signs, decorations, stationery, business cards, brochures, forms, texts, emails, blogs, webinars, and websites; in every medium, including print, audio, video, electronic, Internet, your websites and Networking Media Sites, and our Websites and Networking Media Sites; in every language; and in every method of communication, including spoken, written, visual, and electronic communication; and (b) You must not perform, or permit the performance of, any act or thing to be done in derogation of the Marks or of any of our rights to the Marks; and (c) You must ensure all communication, advertising, and promotional materials, signs, decorations, and other items you use in connection with your customers bear the Marks in the language, form, color, location, and manner we prescribe and in no other way; and (d) You must not use the Marks in any human resource, employee, or payroll data or document, including your personnel manuals, your employee standards, your employee applications, your pay stubs, your pay checks, your employment agreements, your government submission, your time cards; or in any of your employee-related matters or communications, including your employee advertising and recruiting, hiring, management, wages, payment of wages, staffing, employee forms and reports, and record keeping; and (e) In connection with all your human resource, employee, and payroll documents, you must identify yourself as the operator of the Franchised Business in the manner and with the frequency we require; and (f) You must not use the Marks in any business other than in connection with the Franchised Business; and you must use the Marks only for the operation of the Franchised Business and only from, or in, the Premises, or in advertising or marketing for the Franchised Business; and (g) You must not use the Marks to incur any obligation or indebtedness for us; and (h) You must not license or attempt to license the Marks. You must not sublicense or attempt to sublicense the Marks. You must not grant or attempt to grant any individual, entity, third party, or vendor any rights in the Marks; and (i) You must not at any time, directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity, cause or permit any act impairing or tending to impair our right, title, or interest in the Marks; and (j) You must use only the Marks we designate, and must use them only in the manner, with the frequency and with the duration, and at the locations we authorize and permit; and (k) Except as we require or permit in Brand Standards or by written notice from time to time, you must not use the Marks in connection with the Internet, your websites, or your Networking Media Sites or with anything related to the Internet, your websites, or your Networking Media Sites; and (l) You must not register, attempt to register, obtain any ownership in, attempt to obtain any ownership in, establish, attempt to establish, maintain, or otherwise use any Domain that uses, contains, incorporates, or consists of the Marks, or any of them, without our express prior written consent, which we may withhold for any reason or no reason. If you register, attempt to register, obtain any ownership in, attempt to obtain any ownership in, establish, attempt to establish, maintain, or otherwise use any Domain in violation of this Paragraph 9.1, then, in addition to any rights we may have under law and this Agreement, you hereby agree that any such Domain and its contents, including any copyrights therein, will be deemed to be our property at no cost to us and you hereby agree to do all the things we require to convey such Domain and its contents to us at your sole cost within five days of our written request, including execution of any documents we require to give effect to this Paragraph 9.1. If a court of competent jurisdiction determines that any ownership or copyright rights to any Domain and its contents are not transferred to us under this Paragraph 9.1, you agree to execute any documents we require to give effect to this Paragraph 9.1. You agree to pay upon written notice all Third Party Costs we incur in connection with this Paragraph 9.1 and those costs we incur in connection with locating, identifying, transferring, assigning, and conveying such Domain and its contents. In addition to all other rights and remedies provided under law and this Agreement, and without limiting the foregoing in this Paragraph 9.1, you must pay us upon written notice to you an amount equal to the total gross revenue you derived from any sale or provision of services or products from such Domain. We may provide such notices in the manner described in Paragraph 21 below or by email to any Email Address we provide to you; and (m) In connection with the Franchised Business, you must not use the name “Huntington” alone, or any trademark, service mark, logotype, symbol, or other mark that is not part of the Marks or that is confusingly similar to the Marks, and you must not use the Marks or any trademark, service mark, logotype, symbol, or other mark that we determine, in our sole and absolute discretion, may be confusingly similar to any of the Marks in connection with any other business in which you have an interest, or in connection with the sale of any unauthorized product or service from the Franchised Business; and (n) In the adoption of any name in connection with the Franchised Business, including any name for any legal entity or Domain, you must not use any of the Marks, any variations or abbreviations of the Marks, or any words or symbols that are or may be confusingly similar to the Marks. We have the sole and absolute right to resolve any dispute about whether any word or symbol is or may be confusingly similar to the Marks; and (o) In the adoption of any name in connection with the Franchised Business, including any name for any legal entity or Domain, you must not use any of the following words, any variations or abbreviations of the following words, or any words or symbols that are or may be confusingly similar to the following words: “Huntington”, “Learning”, “Center”, “Exam”, “Online”, “Home”, “HLC”, “NCLB”, “Prep,”, “Can”, “Learn”, “Provider”, “School”, “Service”, “Solution”, “Supplemental”, “Test”, “Tutor”, “Tutoring”, “Your”, or “YTS” or any combination of these words, singular or plural, with or without prefix or suffix, whether in the English language or any other language. We have the sole and absolute right to resolve any dispute about whether any word or symbol is or may be confusingly similar to the Marks; and (p) Unless otherwise authorized or required by us by written notice, you must operate and advertise the Franchised Business only under the name, “Huntington Learning Center®”, and must use all Marks without prefix or suffix; and (q) You must identify yourself as the operator of the Franchised Business (in the manner and with the frequency we require) in conjunction with any use of the Marks; such uses include those in conjunction with all invoices, order forms, receipts, and business stationery, as well as at such conspicuous locations at the Premises as we may designate by written notice from time to time; and (r) Your right to use the Marks is limited to such uses as are authorized under this Agreement, and any unauthorized use by you will constitute an infringement of our rights; and (s) Upon our written notification, you must execute at your sole cost and expense within the time period we require any documents we deem necessary to obtain protection for the Marks or to maintain their continued validity and enforceability; and (t) You must not use the Marks in connection with your endorsement of any third-party service or product.

9.2 **Acknowledgments.** You understand, acknowledge, and agree that for all time all ownership, right, title, and interest to the Marks is vested solely in us or our affiliates and each of the following: (a) All goodwill created by your use of the Marks will inure exclusively to us or our affiliates; and you irrevocably waive for all time any right for compensation by us and by any of our affiliates that you may have for any goodwill created by your use of the Marks; and you disclaim any right, title, and interest in the Marks and any goodwill derived from them; and you must not assert any claim to any goodwill, reputation, or ownership of the Marks by virtue of your licensed or franchised use of them or otherwise; and (b) We have the right to use, and license others to use, the Marks in any manner at any time from time to time and at any location not prohibited by this Agreement. You have no right to restrict us, any of our affiliates, or any of our franchisees from using the Marks in any manner at any time from time to time and at any location not prohibited by this Agreement; and you must not contest or aid in contesting, directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity, the validity of, or our or our affiliates’ ownership of, or right to use and to license others to use, the Marks; and (c) You must not in any way dispute or impugn the validity of the Marks. You must not dispute or impugn our rights or the rights of our affiliates, franchisees, licensees, or other authorized users to use the Marks at any time for any purpose at any location, in any language, and in any media; and (d) The Marks are valid and serve to identify the System and those who are authorized to operate under the System; and (e) We have the right from time to time to modify, amend, or discontinue the Marks. We have the right from time to time to substitute different marks for use in identifying the System and HLCs. You must comply within five days, or such longer period we permit, with such modification, amendment, discontinuance, or substitution, when notified by us to do so, at your sole cost and expense, and we will have no liability or obligation whatsoever to you with respect thereto.

9.3 **Infringement.** You must notify us promptly of any suspected infringements, imitations, or suspected unauthorized use of the Marks, or any challenges to the validity, our ownership of, right to use and license others to use, or to your use of, the Marks. You acknowledge and agree that we have the sole right to institute, defend, direct, and control any judicial, arbitration, and administrative proceedings and actions involving the Marks, including any settlement. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Marks. We have the right, but not the obligation, to defend you against any third-party claim, suit, or demand arising out of your use or misuse of the Marks; and, if we provide such a defense, then you will be responsible for the cost of the defense, including the cost of any judgement or settlement. If we undertake any defense or prosecution of any judicial, arbitration, or administrative proceedings or actions affecting the Marks, then, at your sole expense, you will: (a) cooperate fully with us in these proceedings or actions; and (b) execute within five days of our request all documents and do those acts and things as may, in our counsel's opinion, be necessary to comply with this Paragraph 9.3, including being named as a nominal party in these proceedings or actions. We will not indemnify you for any damage or expense you incur due to your use of the Marks, including due to any judicial, arbitration, or administrative proceedings or actions involving the Marks. We will not be liable for any loss, expense, or damage you incur because of your use or misuse of the Marks. For all time, you hereby irrevocably appoint us or our nominee to be your attorney-in-fact coupled with an interest, with power of substitution, to execute and to file for you or on your behalf any relevant document and to perform any legal act necessary to defend, compromise, and settle in any judicial, arbitration, or administrative proceedings or actions affecting the Marks. We have the right to file an original counterpart or a copy of this Agreement with any court, arbitrator, agency, or vendor as written evidence of your appointment of us or our nominee to be your attorney-in-fact with regard to this matter. Solely with our written consent, you may participate at your own expense in any judicial, arbitration, or administrative proceedings or actions affecting the Marks.

10 MANUAL, CONFIDENTIAL INFORMATION, AND COPYRIGHTS

10.1 **Huntington Manuals**. The sole purpose of the Brand Standards is to protect our reputation and goodwill and to maintain uniform standards of operation under the Marks and System. The sole purpose of the Call Center Standards is to protect our reputation and goodwill and to maintain uniform standards of operation of the Call Center under the Marks and System. The sole purpose of the Conference Services Standards is to protect our reputation and goodwill and to maintain uniform standards of operation of Conference Services under the Marks and System. The sole purpose of the Virtual Testing Standards is to protect our reputation and goodwill and to maintain uniform standards of operation of Virtual Testing under the Marks and System. The subject matter of the Brand Standards, Call Center Standards, Virtual Testing Standards, and Conference Services Standards includes the description of the System's, Call Center's Virtual Testing's, and Conference Services', respectively, uniform standards, specifications, policies, and procedures for their marketing techniques, operational procedures, business practices, and management methods described in this Agreement. You agree to each of the following: (a) We own or our affiliate owns the Huntington Manuals and all rights, including proprietary rights, in and to them and their information. Any paper, electronic, and other copies of the Huntington Manuals, summaries of the Huntington Manuals, and extracts of the Huntington Manuals are, and always will remain, solely our property, even if such items were made in violation of this Agreement; and (b) The Huntington Manuals contain our Confidential Information. You agree to keep the Huntington Manuals and their contents secret and confidential for all time. At all times, you must treat the Huntington Manuals and their information as confidential and will use all reasonable efforts to maintain them and their information as secret and confidential. You must not copy, scan, or create in any manner whatsoever any electronic, paper, or other copy of any portion of the Huntington Manuals without our prior written permission, which we may decline for any reason or no reason. You must not permit your employees or agents to copy, scan, or create in any manner whatsoever any electronic, paper, or other copy of any portion of the Huntington Manuals without our prior written permission, which we may decline for any reason or no reason; and (c) You must use the Huntington Manuals solely for your operation of the Franchised Business during the Term and for no other purpose. You must operate the Franchised Business strictly in compliance with the Huntington Manuals; and (d) We may provide the Huntington Manuals in any format, including in written, video, audio and software media; and in various parts, subparts, and separate components. The term "Huntington Manuals" includes all means of communicating such information, regardless of format; and (e) We have the sole and absolute right to modify, add to, and delete from, the Huntington Manuals for any business purpose from time to time. You have no right to modify, add to, or delete from the Huntington Manuals for any reason. Within 14 days after we notify you in writing, you will promptly at your sole expense update your copy of the Huntington Manuals, in the manner we direct, with any modifications of, additions to, and deletions from, the Huntington Manuals. We may provide such notification in the manner described in Paragraph 21 below or by email to any Email Address we provide to you; and (f) You acknowledge and agree that complete and detailed uniformity under many varying conditions may not always be possible, practical, or in the best interest of the System. We have the right to vary the standards, specifications, and requirements for any HLC based on conditions we deem important to the operation of such HLC or the System, as more particularly set forth in Brand Standards. We are not required to grant you the same variation or a like, similar, or other variation. You acknowledge that the obligations and rights of the parties to other agreements, including their franchise agreements, may differ materially from your rights and obligations under this Agreement; (g) The electronic copy (or, if unavailable, the paper copy) of the Huntington Manuals we maintain at our home office is, and will be, controlling in the event of any dispute as to their contents; (h) We have the right to maintain all or any portion of the Huntington Manuals in written or electronic form on one or more websites owned or hosted by us or by third parties and in our Software. You agree to keep the Huntington Manuals in one or more secure locations in the Premises, as we direct in the Huntington Manuals or by written notice from time to time. We may provide such notice in the manner described in Paragraph 21 below or by email to any Email Address we provide to you.

10.2 **Confidential Information**. We possess and may continue to develop and acquire Confidential Information. Confidential Information includes the following: (a) The Huntington Manuals; and (b) the System and the policies, procedures, and know-how related to use of the System; and (c) interior and exterior plans, specifications, size, and physical characteristics of the premises within which a HLC operates; and (d) sources, design, and methods of use of equipment, furniture, forms, materials, and supplies; and (e) our Websites, our Networking Media Site, and our "business to business" and "business to customer" networks or communities and our other e-commerce methods of business; and (f) marketing, advertising, and promotional programs for HLCs; and (g) methods, techniques, formats, specifications, procedures, information and systems related to, and knowledge of and experience in, the development, operation, advertising, marketing, and franchising of HLCs; and (h) sales and delivery methods and techniques for Huntington Services, eTutoring, and Contract Services; and (i) training programs for Owners, teachers, and part-time and full-time employees; and (j) the Software and any other computer software and all their related passwords that we require or make available or recommend for HLCs; and (k) databases of prospective, current, and former students and customers and related transaction records; and (l) knowledge of specifications for, and identities of and suppliers of, certain products, materials, supplies, furniture, furnishings, and equipment; and (m) knowledge of operating results and financial performance of HLCs (other than those operated by you or your affiliates); and (n) knowledge of procedures and all data developed and used in connection with these procedures in connection with each of the following: accreditation, Websites, our Networking Media Sites, Testing Materials and Curricula, Huntington Services, eTutoring, Contract Services, Supporting Services, Training and Technology Services, Franchisor Technology, and Software; and (o) knowledge of our operating instructions and business practices. Your unauthorized use of any Confidential Information is a material breach of this Agreement.

10.2.1 Disclosure; confidentiality obligations. We will disclose much of the Confidential Information to you by furnishing you with the Huntington Manuals and through any training, advice, guidance, or assistance we may provide to you. You agree that such disclosure and your relationship with us does not vest in you any interest in the Confidential Information, other than the right to use it during the Term in the operation of the Franchised Business solely in accordance with the terms of this Agreement. You agree that the Confidential Information is proprietary, includes trade secrets belonging to us and our affiliates, and is disclosed to you or authorized for your use solely on the condition that, for all time, you agree to the following: (a) You, your Owners, and employees will not use the Confidential Information in any business or capacity, other than that of operating the Franchised Business. Use of any Confidential Information by you or any of your Owners or employees in any business other than that of the Franchised Business would be a material breach of this Agreement and would constitute an unfair method of competition; and (b) You, your Owners, and employees will maintain the absolute confidentiality of the Confidential Information; and (c) You, your Owners, and employees will not make any unauthorized copies of any portion of the Confidential Information disclosed via electronic medium, in written form, or in other tangible form or permit others to make any unauthorized copies of any portion of the Confidential Information disclosed via electronic medium, in written form, or in other tangible form; and (d) You, your Owners, and employees will adopt and implement all reasonable procedures we may prescribe from time to time in the Huntington Manuals or by written notice from time to time to prevent unauthorized use or disclosure of the Confidential Information, including restrictions on disclosure to your employees and the use of nondisclosure agreements we may prescribe for employees or others who have access to the Confidential Information. We may provide such notice in the manner described in Paragraph 21 below or by email to any Email Address we provide to you.

10.2.2 Exception to confidentiality. You may disclose the Confidential Information in judicial or administrative proceedings, when and only to the extent you are legally compelled to disclose it pursuant to a final order of a duly authorized court of competent jurisdiction (after all appeals have been taken), provided you have first given us adequate opportunity to obtain an appropriate protective order or other assurance satisfactory to us that the information required to be disclosed will be treated confidentially.

10.2.3 Non-applicability of confidentiality. You will not have any obligations under this Agreement with respect to a specific portion of the Confidential Information that you can demonstrate with competent evidence that such Confidential Information (a) was or becomes generally legally available to the public other than as a result of a disclosure by you or any of the Franchisee Entities; or (b) was available to you on a non-confidential basis before its disclosure to you by us; or (c) becomes available to you from a third party, provided that such third party is not known by you, after reasonable inquiry, to be bound by an obligation of confidentiality to us or otherwise prohibited from transmitting such information to you; or (d) was or is independently developed by you without use of the Confidential Information, as evidenced by written and dated records kept in the ordinary course of business.

10.3 **Copyrights.** You must use the Copyrighted Works in connection with the Franchised Business only according to this Agreement, the Huntington Manuals, or as provided by us by written notice from time to time; and you must not use the Copyrighted Works in any other manner. You must ensure that all Copyrighted Works bear the copyright and other notices we designate that specify our or our affiliates' ownership of the copyrights therein. You must submit all adaptations, translations, and derivative works of the Copyrighted Works to us for our prior approval before any use by you. We have 30 days to approve such them. If we do not approve them by written notice within such 30 days, they are deemed disapproved. Upon our approval, such adaptations, translations, and derivative works will not thereafter be changed or modified without our prior written approval. You agree to use such adaptations, translations, and derivative works in strict accord with our requirements. You must not adapt, translate, or create any derivative works of or from the Copyrighted Works without our prior written permission, which we may refuse for any reason or no reason. If you prepare, or if the Contract Services Advertising Fund, Huntington Advertising Fund, or the CoOp of which you are a member prepares, any adaption, translation, or work derived from the Copyrighted Works, including ads, posters, forms, reports, software, books, electronic books, web pages, pages on our Websites, pages on your or our Network Media Sites, or marketing or promotional materials, then you agree that such adaptation, translation, or derivative work will be our sole and exclusive property, even if you, the Huntington Advertising Fund, Contract Services Advertising Fund, or the CoOp of which you are a member make such adaption, translation, or derivative work in violation of this Agreement; and you hereby assign all your right, title, and interest therein to us and waive for all time all moral rights therein. Your unauthorized use of any of the Copyrighted Works is a material breach of this Agreement and infringes on the Copyrighted Works. If, at any time, we direct you to modify or discontinue using any Copyrighted Work or to use one or more additional or substitute Copyrighted Works, you hereby agree to comply at your sole expense within 14 days or the longer or shorter time period we require by written notice. You agree to notify us in writing within five days after you learn of any infringement or apparent infringement of, or challenge to, your use of any Copyrighted Work, or of any individual's or legal entity's claim of any rights in any Copyrighted Work; and you agree not to communicate with any person or legal entity, other than us and our and your attorneys regarding any infringement, challenge, or claim. We have the right, but not the obligation, to take any action we deem appropriate (including no action) and to control exclusively any litigation, arbitration, or other administrative proceeding arising from any infringement, challenge, or claim or otherwise concerning any Copyrighted Work. In connection with your obligations under this Paragraph 10.3, you agree to execute at your sole cost any documents or other items and to take any actions that, in our counsel's opinion, are necessary or advisable to protect or maintain our interests in any litigation, arbitration, or proceeding or otherwise to protect or maintain our interests in the Copyrighted Works. For all time, you irrevocably appoint us or our nominee to be your attorney-in-fact coupled with an interest, with power of substitution, to execute and to file for you or on your behalf any relevant document and to perform any legal act necessary in connection with your obligations under this Paragraph 10.3. We have the right to file an original counterpart or a copy of this Agreement with any court, arbitrator, agency, or vendor as written evidence of the appointment by you of us or our nominee to be your attorney-in-fact regarding this matter. We have no obligation to reimburse you in any way for any of your costs, expenses, or fees in connection with your complying with this Paragraph 10.3. You agree to provide notices under this Paragraph 10.3 in the manner described in Paragraph 21 below. We may provide notices under this Paragraph 10.3 in the manner described in Paragraph 21 below or by email to any Email Address we provide to you.

11 ACCOUNTING AND RECORDS; AUDIT

11.1 **Required software; separate P&L statement; timely deposits.** You agree to use the paper-, computer-, or Internet-based record-keeping or control systems and the accounting system and chart of accounts we specify in Brand Standards or by written notice from time to time. You agree to use the payroll system we specify in Brand Standards or by written notice from time to time. You agree to maintain the Franchised Business's financial information (including general ledger, profit and loss statement, and balance sheet) separately from the financial information of all other businesses you may operate, including any other HLC you operate. You agree to deposit each payment you receive in connection with this Agreement within two business days after receipt of such payment; and to record promptly, in the Software or as we direct, all operational and financial information from the Franchised Business.

11.2 **Records.** You agree to keep all physical and electronic records and correspondence related to this Agreement and the Franchised Business at the Premises. Such records and correspondence include permanent and confidential student records; copies of all reports and correspondence submitted to, and received from, us and all taxing and other government authorities; bank and deposit records; marketing and advertising materials you used; this Agreement; and all other books, records, and agreements related to, or required under, this Agreement. You must provide us with copies of all such records and with a list and description of all your bank, checking, and related accounts (and their account activity and balances) at your sole expense, within five days of our written notice to you. You must give us, within five days of our written notice to you at your sole cost, a copy of each written agreement entered into between you or any of your affiliates and us or any of our affiliates. You must retain all Franchised Business records for at least three consecutive years after the end of each year or for such longer period of time as required by law.

11.3 **Reports.** You must submit to us in the manner and format and with the frequency we require such reports as we require in Brand Standards or by written notice from time to time, including the following reports: (a) Each month, monthly reports as to your marketing, operations, and finances, including reports about your Gross Revenue, Huntington Services Revenue, eTutoring Revenue, Contract Services Revenue, advertising, marketing, operations, student activity, parent contact, school contact, finance, profit and loss, balance sheet, and cash flow statement; and (b) within 60 days after the end of each year during the Term, your profit and loss statement for the preceding year and balance sheet as of the end of such year; and a completed copy of our then-current franchisee ownership description form. You must submit to us within five days of our request at your sole cost full and complete copies of your and your Owners' federal tax, state tax, insurance, and other similar returns and filings and all documents, exhibits, and reports required by, or attached to, such returns and filings. If we require you to certify any report referenced in this Paragraph 11.3 as complete and accurate, then you will do so promptly in the manner we require. Your failure to certify any such report within the time period we require will be a material breach under this Agreement. If you fail to submit to us the reports or filings we require in this Paragraph 11.3, the Brand Standards, or by written notice within the time period we require, then all payments owed by you for such month will be deemed overdue until we receive all such reports, regardless of whether payment was actually made, and you will be responsible for all applicable late fees and interest as described in this Paragraph 11.3. In addition, you must pay us the Non-monetary Default Fee per day per overdue report and per overdue filing immediately upon written notice for each day we have not received such reports and filings.

11.4 **Audit**. To ascertain your compliance with this Agreement, all prior, current, and future agreements between you and us, and the Huntington Manuals, we and our employees and agents have the right, without notice to you, at any time and from time to time, to Audit all elements and contents of the Franchised Business and all elements and contents of the Premises, including the following: (a) the items in Paragraph 4.7 above; and (b) all physical and electronic data and reports you, your employees or agents, or others developed or used in connection with the Franchised Business, including the data referenced in Paragraph 8.2.3 above (but excluding your employee, human resource, and payroll data); and (c) your and the Franchised Business's revenue, expenses, marketing, operations, and financing; and (d) your and the Franchised Business's former, current, and potential customers and vendors; and (e) your and the Franchised Business's physical and electronic books; general ledger; profit and loss statements; balance sheets; contracts and agreements with customers, vendors, and third parties; computers; records; accounts; state tax returns, filings, and records; federal tax returns, filings, and records; insurance filings and records; bank accounts and records; checking accounts and records; computer software and data; bookkeeping data and reports; correspondence and emails (whether from or to the Email Address or from or to any other email address); curricula and instructional materials (whether approved or not approved by us); testing materials (whether approved or not approved by us); student records and files; solely to the extent permitted by law, records and files of your employees (but excluding your employee, human resource, and payroll data) and all individuals and entities who perform any work for or on behalf of you or the Franchised Business or Premises; and (f) your and the Franchised Business's personal income tax records and other income tax records covering or related to the Franchised Business; and (g) your and the Franchised Business's personal emails covering or related to the Franchised Business. We do not represent or warrant that any Audit or inspection we conduct will discover any deficiency in connection with the Franchised Business, Premises, or otherwise. We will not be liable to you or any other party if we fail for any reason to discover any deficiency during any Audit or inspection that we conduct, including any Audit or inspection permitted under this Paragraph 11.4 or under any other provision of this Agreement or any other agreement between you and us. If we fail for any reason to discover any deficiency during any

Audit or inspection we conduct, including any Audit or inspection under this Paragraph 11.4 or under any other provision of this Agreement or any other agreement between you and us, we do not waive any right under this Agreement. You and we agree this Paragraph 11.4 will survive expiration or termination of this Agreement for any reason. If, for any reason, you decline to permit, or you fail to cooperate fully and timely with, any Audit or if any Audit discloses that you have failed to meet or comply with our quality requirements, as we authorize in the Huntington Manuals, or by written notice from time to time, then, within five days of our written notice you must pay us (1) the greater of the cost of the Audit or $5,000 and (2) all Third Party Costs we incur in connection with the Audit. If we correct, or attempt to correct, any deficiency detected during the Audit, then you must pay us promptly upon written notice all costs and Third Party Costs we incur in connection with correcting or attempting to correct any such deficiencies. You agree for all time to each of the following:

11.4.1 Audit rights. We have the right to request and receive information, documents, contracts, agreements, and reports from you and your and your Franchised Business's suppliers, vendors, customers, and Loan Companies. We have the right to communicate in any manner with your and your Franchised Business's current, former, and potential customers and vendors. We have the right to copy and transmit to any party any documents, contracts, agreements, and other items we obtain in any manner, including in connection with an Audit. We have the right to Audit in any manner, including in-person and online, by entering the Premises, by conducting video or audio meetings and conferences, and by review (to the extent permitted by law) of any data developed or used by you, us, and others in connection with you and the Franchised Business, including the data referenced in Paragraph 8.2.3 above. If we request you assist in an Audit, such as by taking pictures or videos or by providing us or our employees or agents information or documents, then you must comply fully and promptly with our request at your sole expense. If, in our reasonable business judgment, we believe you have, or your Franchised Business has, failed to comply with your and its reporting or record keeping obligations under this Agreement, we have the right to examine and audit in the manner described in this Paragraph 11.4 any other business in which you have an ownership or management interest. To assist in verifying the information and documents you supply in connection with an Audit, we have the right to reconstruct, sales, expenses, and payroll through any method of analyzing and reconstructing sales we deem reasonable; and you agree to accept any such reconstruction. You must permit and cooperate fully with our exercise of our rights under this Paragraph 11.4.

11.4.2 Correction of deficiencies. Upon written notice from us or our agents, and without limiting our rights under law and this Agreement, you must take all such steps to correct all deficiencies detected during any Audit within five days or such longer period provided in such notice. If, for any reason, you fail to correct all such deficiencies as, and in the manner, we require and within the time period we require, then you must pay us the Non-monetary Default Fee per day per deficiency immediately upon written notice for each day you have not corrected each such deficiency. In addition, we have the right, but not the obligation, to correct or attempt to correct any deficiencies that may be susceptible of correction by us.

11.4.3 False books. If we determine through Audit or otherwise that, at any time and for any reason, you have (a) maintained false books, records, or financial or operating statements; or (b) submitted financial or operating reports or statements that understate Gross Revenue or enrollment by 3% or more or are otherwise substantially incorrect, then, within five days of our written notice, you must pay us (1) the additional amount due as a result of such underpayment; and (2) all applicable interest and late fees as provided in Paragraph 6.23.4 above; and (3) the greater of the cost of the Audit or $5,000; and (4) all Third Party Costs we incur in connection with the Audit. The foregoing remedies are in addition to any other remedies we may have under this Agreement or at law or in equity.

11.4.4 Special Audits

A. Right to Audit. In connection with any Transfer, execution of a Renewal Franchise Agreement, relocation of the Franchised Business, renovation or modification of the Premises, and termination of this Agreement, we have the right, but not the obligation, to conduct an Audit at your sole cost. Within five days of our written notice, you must pay us the cost of such Audit and all Third Party Costs we incur in connection with the Audit.

B. Transfer. If we detect any deficiency upon any Audit in connection with any Transfer, then, in addition to all rights granted under this Paragraph 11.4, at our option you must either correct all such deficiencies to our full satisfaction before the Transfer or deposit with us an amount sufficient in our sole estimation to correct all such deficiencies to our full satisfaction.

C. Renewal Franchise Agreement. If we detect any deficiency upon any Audit in connection with any Renewal Franchise Agreement, then, in addition to all rights granted under this Paragraph 11.4, at our option you must either correct all such deficiencies to our full satisfaction before your execution of the Renewal Franchise Agreement or deposit with us an amount sufficient in our sole estimation to correct all such deficiencies to our full satisfaction.

D. Relocation, renovation, modification. If we detect any deficiency upon any Audit in connection with your relocation of the Franchised Business or renovation or modification of the Premises, then, in addition to all rights granted under this Paragraph 11.4, at our option you must correct all such deficiencies to our full satisfaction within the time period we require or deposit with us an amount sufficient in our sole estimation to correct all such deficiencies to our full satisfaction.

E. Termination of this Agreement. If we detect any deficiency upon any Audit in connection with termination of this Agreement, then, in addition to all rights granted under this Paragraph 11.4, at our option you must correct all such deficiencies to our full satisfaction within the time period we require or deposit with us an amount sufficient in our sole estimation to correct all such deficiencies to our full satisfaction.

F. Your failure to correct deficiencies. If you inform us that you will correct the deficiencies in connection with your Transfer, Renewal Franchise Agreement, relocation of the Franchised Business or renovation or modification of the Premises and you fail to correct these deficiencies to our full satisfaction within the time period provided in this Paragraph 11.4.4, such failure will be a material default under this Agreement.

11.5 **Modification; notices**. We have the right, but not the obligation, during the Term or afterwards, to reduce any portion of this Paragraph 11 or the scope of any portion of this Paragraph 11, without your consent, effective immediately upon receipt by you of written notice sent to you by us; and you agree to comply immediately with any portion as so modified, which will be fully enforceable without regard to any other provision of this Paragraph 11. We may provide notices under this Paragraph 11 in the manner described in Paragraph 21 below or by email to any Email Address we provide to you.

12 ADVERTISING AND PROMOTION

12.1 **Advertising and promotion.** You agree to advertise and promote the Franchised Business and the sale of Huntington Services and eTutoring actively and diligently continually during the Term and solely in conformity with this Agreement, the Brand Standards, and as we require or permit by written notice from time to time. You, and not we, are responsible for all marketing, advertising, and public relations you conduct and any results they may or may not achieve. Failure to spend any of the minimum amounts in this Paragraph 12.1 is a material breach of this Agreement. You agree to each of the following:

12.1.1 Minimums. You agree to promote your Huntington Services and eTutoring by spending a minimum of $57,000 per year on Local Media that claim circulation in your CoOp's geographic area. Failure to spend this minimum amount during any year is a material default under this

Agreement. If you fail to spend this minimum amount in any year during the Term, then you must pay us by January 31 of the following year the difference between this minimum amount and the amount you spent. Of this minimum amount, each month must spend a minimum of $2,000. During the first and last years of the Term, you must spend at least $57,000 prorated according to the number of full months during those years.

12.1.2 Contract Services requirements. If you elect to offer Contract Services, you must promote your Contract Services by researching opportunities for Contract Services and by soliciting Public Entities to provide these services.

12.1.3 Excluded items. Payments to the following entities and payments for the following goods and services do not count towards your obligation to spend the minimum amount in Paragraph 12.1.1 above: (a) Huntington Advertising Fund; and (b) Contract Services Advertising Fund; and (c) advertising or marketing Contract Services; and (d) start-up kits; and (e) start-up services, except any payment for Local Media purchased in connection with start-up services; and (g) any amount you pay us, or deposit with us, in connection with the Marketing Communication Program; and (g) your in-person or virtual visits to, or contacts with, schools, merchants, or community organizations or any of their personnel; and (h) your ground marketing activities, such as purchasing or distributing ground signs and flyers; and (i) any marketing activities for which you incur no out-of-pocket expense; and (j) any payment you make or expense you incur for any salary or other compensation paid to any employee, agent, or vendor; (k) any rental or lease payment you make or expense you incur in connection with the Premises or any other facility; and (l) any scholarship you may offer; and (m) any discount you may offer on any service, including any discount you may offer on academic evaluations or tuition. We have the right to add to, and subtract from, this list of excluded items from time to time by written notice to you. We may provide such notices in the manner described in Paragraph 21 below or by email to any Email Address we provide to you.

12.1.4 Your use of advertising material. If we provide you with any advertising or promotional materials, then you must use them solely in the manner we require or permit by written notice; and you must not modify them in any manner we do not approve in advance by written notice, except as follows: you may add to such materials the Franchised Business's advertised phone number, the Premises address, your page's web address on the Website, and any offers or discounts you wish to promote. If we provide you with any advertising or promotional materials, then you must not adapt, translate, or develop derivative works of any such materials without our prior written approval, which you must seek in the manner described in Paragraph 12.1.5 below. If you wish to use any advertising or promotional materials that we have not provided to you, you must seek our prior written approval in the manner described in Paragraph 12.1.5 below.

12.1.5 Approval procedure. Before using any unapproved advertising or marketing materials, media, or activities, you must first submit them to us with a description of their use for our prior written approval at least 14 days before any use. We have 14 days after we receive such material and descriptions of such media and activities to approve such material, media, or activities and their use. If we do not approve such materials, media, or activities or use by written notice within such 14-day period, such material and use will be deemed disapproved. Our approval of any such material, media, or activities or their use is not, and will not be deemed, a representation, warranty, certification, or guarantee by us that such materials, media, or activities or their use are lawful or will meet your expectations or will be successful in producing inquiries or students.

12.1.6 Third-party permissions. You are solely responsible for obtaining all permissions and releases for all material, images, photos, videos, quotations, and other items used in any manner and in any media in any advertising and promotional materials you modify or develop; and for any claims; demands; obligations; costs; attorneys', accountants', and consultants' fees, costs, and expenses; other expenses; liabilities; debts; and damages resulting, directly or indirectly, from your obtaining or failing to obtain such permissions or releases and from your use of such material, photos, videos, quotations, and other items. You agree to pay us all Third Party Costs we incur in connection with such permissions and releases and your failure to obtain such permissions or releases.

12.1.7 Geographic limitations. You may market and advertise Huntington Services, eTutoring, and Contract Services solely within your CoOp's geographic area, including in the exclusive area or territory of any other franchisee who is located within your CoOp's geographic area. We and any of our other franchisees may market Huntington Services, eTutoring, Contract Services, and any other service or product in your Exclusive Area.

12.1.8 Our rights – referral, disputes. We have the right to direct or refer in any manner any of your prospective, current, and former customers to us and to any HLC, including any HLC owned or operated by us or our affiliate. We have the right to resolve any dispute about Local Media, including any dispute about definition or interpretation, in our sole discretion.

12.1.9 Indemnification. For all time, you agree to indemnify and hold harmless the Franchisor Entities in the manner provided in Paragraph 19.3 below from and against all claims; demands; obligations; liabilities; debts; and damages of every kind and nature resulting or arising, directly or indirectly, and whether occasioned by your neglect, omission, willful act, or otherwise of your marketing and advertising, including from any of the following: (a) Your use in any media of any of our advertising or promotional materials, our Networking Media Sites, or our Websites other than in the manner we require or permit; and (b) Your use in any manner or in any media of any advertising or promotional materials you develop or modify; and (c) Your use of your Networking Media Sites, any website controlled or operated by you, and any website neither controlled nor operated by you. We will not indemnify or compensate you, and we not be liable for any loss, expense, or damage you incur, in connection with any claim, demand, obligation, liability, or debt of any kind or nature resulting or arising, directly or indirectly for any reason for any of your use of any item in this Paragraph 12.1.9, even if we provided such item to you or we approved such item. You agree to pay us all Third Party Costs we incur in connection with this Paragraph 12.1.9.

12.2 **Huntington Advertising Fund.** You acknowledge and agree to each of the following:

12.2.1 Huntington Advertising Fund Fee. You agree to pay us each month a nonrefundable Huntington Advertising Fund Fee that is 2% of your preceding month's Huntington Services Revenue and eTutoring Revenue for each month in which you receive any Huntington Services Revenue or eTutoring Revenue, providing, however, the minimum Huntington Advertising Fund Fee will be the amount identified, and will begin as of the date, in Paragraph 6.3 above. We or our designee control and determine the way the monies in the Huntington Advertising Fund are spent.

12.2.2 Member. By your execution of this Agreement, you (a) consent to become, and do become, a member of the Huntington Advertising Fund; and (b) you agree to comply with the Huntington Advertising Fund's bylaws and other governing documents now in effect and as they may be modified from time to time. You agree you have no right to, and will not, terminate or attempt to terminate, your membership in Huntington Advertising Fund at any time during the Term.

12.2.3 Use. Except as otherwise described in this Paragraph 12.2 we or our designee will spend all contributions to the Huntington Advertising Fund and earnings thereon on market research, and on development, production, and placement of marketing programs and materials, in any media, in any geographic or market area, and to meet all costs of administering, directing, preparing, placing, and paying for promotions, public relations, market research, advertising, and related activities, including the cost of preparing and conducting television, radio, existing and future electronic media (including text, email, blog, webinar, the Internet, our Websites, and on any Networking Media Site), direct mail, magazine, and newspaper advertising campaigns and public relations activities and related activities and employing advertising agencies to assist with these activities for Huntington Services and eTutoring. The Huntington Advertising Fund will not be used to defray any of our general operating expenses, except that the Huntington Advertising Fund will pay us monthly 5% of the monies contributed to it to reimburse us for administrative costs and overhead we incur in any activities related to its administration. The advertising and marketing used by the Huntington Advertising Fund may provide coverage that is local, regional, national, or international in scope. The Huntington Advertising Fund is not obligated to spend any Huntington Advertising Fund monies in the geographic or market area in which the Premises is located or in any manner that is proportionate to or equivalent to your contributions. You agree you may receive no direct or indirect benefit from the Huntington Advertising Fund. If we or our affiliates or our or their franchisees or licensees offer services now or in the future different from Huntington Services or eTutoring, the Huntington Advertising Fund may benefit us, those franchisees and licensees, and the services they provide. The Huntington Advertising Fund may benefit us and our affiliates in our or their advertising and sale of HLCs or other businesses. The Huntington Advertising Fund may benefit Contract Services and the Contract Services Advertising Fund. We and our designee have the right to accumulate monies in the Huntington Advertising Fund; and may accumulate any monies in the Huntington Advertising Fund that are not spent in the year in which they accrue. Although the Huntington Advertising Fund is intended to be of perpetual duration, we have the right to terminate it at any time and for any reason. You agree we (a) retain final control over business decisions with respect to the creative content of any advertising and marketing used by the Huntington Advertising Fund, irrespective of which entity or party administers or controls the Huntington Advertising Fund; and (b) have for all time all right, title, and interest, without any compensation to you, Huntington Advertising Fund, or Huntington Advertising Fund, Inc. of any idea, concept, material, content, images, and item, and all copyrights thereto, developed or produced by the Huntington Advertising Fund or its agents or vendors; and (c) have the right to use any such idea, concept, material, content, images, and item in any manner, including in connection with the System and otherwise; and (d) have the right to assign the right, title, and interest for any such idea, concept, material, content, images, and item to any individual or legal entity, including our affiliate.

12.2.4 No fiduciary relationship. You and we acknowledge and agree that there is no formal or informal fiduciary or trustee relationship created by this Agreement or otherwise between us and the Huntington Advertising Fund, between us and Huntington Advertising Fund, Inc., between us and you, between you and Huntington Advertising Fund, between you and Huntington Advertising Fund, Inc., or otherwise. You and we acknowledge and agree that there is no fiduciary, special, or other relationship between you and us, or between us and the Huntington Advertising Fund, or between us and Huntington Advertising Fund, Inc.

12.2.5 No beneficiary. You agree: (a) you are neither an intended third party beneficiary nor an incidental beneficiary with respect to the Huntington Advertising Fund; (b) the Huntington Advertising Fund is neither a third party beneficiary nor an incidental beneficiary under this Agreement; and (c) no CoOp is a third party beneficiary or an incidental beneficiary under this Agreement.

12.2.6 Use of funds. The Huntington Advertising Fund may be used to cover all its and Huntington Advertising Fund, Inc.'s administrative and operating costs and third-party expenses, including attorneys', accountants', and consultants' fees, costs, and expenses; and we and the Huntington Advertising Fund have the right to use the Huntington Advertising Fund to defend, indemnify, and hold harmless the Franchisor Entities, Huntington Advertising Fund, and Huntington Advertising Fund, Inc. and its members from all claims; demands; losses; obligations; costs; liabilities; debts; damages; and attorneys', accountants', and consultants' fees, costs, and expenses resulting, directly or indirectly, from administration of the Huntington Advertising Fund. Such attorneys', accountants', and consultants' fees mean the full and actual costs of any legal, accounting, and consulting services rendered in connection with the matters involved and will not be limited to "reasonable attorneys' fees", "reasonable accountants' fees", or "reasonable consultants' fees" as defined by any federal, state, or local law, regulation, statute, or rule of court or court or arbitration decision.

12.3 **Contract Services Advertising Fund.** You acknowledge and agree to each of the following:

12.3.1 Contract Services Advertising Fund Fee. You agree to pay us each month a nonrefundable Contract Services Advertising Fund Fee that is 2% of your preceding month's Contract Services Revenue for each month in which you receive any Contract Services Revenue. We control and determine the way the monies in the Contract Services Advertising Fund are spent.

12.3.2 Member. By your execution of this Agreement, you (a) consent to become, and do become, a member of the Contract Services Advertising Fund; and (b) you agree to comply with the Contract Services Advertising Fund's bylaws and other governing documents now in effect and as they may be modified from time to time. You agree you have no right to, and will not, terminate or attempt to terminate, your membership in Contract Services Advertising Fund at any time during the Term.

12.3.3 Use. Except as otherwise described in this Paragraph 12.3, the Contract Services Advertising Fund, all contributions thereto and earnings thereon, may be spent on lobbying, marketing, staffing, and activities by us in connection with marketing, soliciting, obtaining, and managing contracts with Public Entities; marketing and solicitation to Public Entities, customers, parents, guardians and students; recruiting and solicitation of parents and students; marketing to, lobbying of, and participation in educational and other trade organizations, government and non-government organizations (whether such organizations are for-profit or not-for-profit), and any related entities or organizations, and any activities related thereto; market research; development, production, and placement of marketing programs and materials in any media and in any geographic or market area; enhancing or supporting our brand awareness and brand in educational and marketing activities; administering, directing, preparing, placing, and paying for lobbying, promotions, public relations, market research, advertising, and related activities, including the cost of preparing and conducting television, cable, radio, trade shows, existing and future electronic media (including text, email, blog, webinar, the Internet, our Websites, and on any Networking Media Site), direct mail, magazine, and newspaper advertising and lobbying and public relations activities and related activities and employing advertising, lobbying, and other agencies to assist with all these activities; and any and all costs of all activities described in this Paragraph 12.3. The Contract Services Advertising Fund may be used to cover all administrative, legal, and operating costs and third-party expenses of the Contract Services Advertising Fund, including accountants' and attorneys' fees, costs, and expenses; the Contract Services Advertising Fund will not be used to defray any of our general operating expenses, except the Contract Services Advertising Fund must pay monthly to us 10% of the monies contributed to it to reimburse us for management of its programs and for administrative costs and overhead we incur in any activities related to its administration; the Contract Services Advertising Fund may provide coverage that is local, regional, national, or international in scope; we are not obligated to spend any of our or its monies in the geographic or market area in which you are, your Franchised Business is, or any Public Entity is located or in any manner that is proportionate or equivalent to your contributions; you may receive no direct or indirect benefit whatsoever from the Contract Services Advertising Fund; the Contract Services Advertising Fund may benefit us and our affiliates and our and their franchisees that offer services the same as, similar to, or different from, Contract Services, eTutoring, and Huntington Services; the Contract Services Advertising Fund may benefit us in our sale of franchises; the Contract Services Advertising Fund may benefit Huntington

Services, eTutoring, and the Huntington Advertising Fund; we have the right to commingle funds in the Contract Services Advertising Fund with our general funds; we may accumulate any monies in the Contract Services Advertising Fund that are not spent in the year in which they accrue. We have the right to contribute any funds in the Contract Services Advertising Fund to the Huntington Advertising Fund and to any other advertising fund that collects contributions from us or our affiliates or our or their franchisees. We have the right to merge all or part of the Contract Services Advertising Fund with the Huntington Advertising Fund and any other advertising fund that collects contributions from us or our affiliates or our or their franchisees. Although the Contract Services Advertising Fund is intended to be of perpetual duration, we have the right to terminate it at any time and for any reason or no reason.

12.3.4 No fiduciary relationship. You and we acknowledge and agree that there is no formal or informal fiduciary or trustee relationship between us and the Contract Services Advertising Fund, between you and the Contract Services Advertising Fund, between us and you, between Huntington Advertising Fund and Contract Services Advertising Fund, or otherwise. You and we acknowledge and agree that there is no fiduciary, special, or other relationship between you and us, or between us and the Contract Advertising Fund.

12.3.5 No beneficiary. You agree: (a) you are neither an intended third party beneficiary nor an incidental beneficiary with respect to the Contract Services Advertising Fund; (b) the Contract Services Advertising Fund is neither a third party beneficiary nor an incidental beneficiary under this Agreement; and (c) no CoOp is a third party beneficiary or an incidental beneficiary under this Agreement.

12.3.6 Use of funds. The Contract Services Advertising Fund may be used to cover all its administrative and operating costs and third-party expenses, including attorneys', accountants', and consultants' fees, costs, and expenses; and we and the Contract Services Advertising Fund have the right to use the Contract Services Advertising Fund to defend, indemnify, and hold harmless the Franchisor Entities and Contract Services Advertising Fund from all claims; demands; losses; obligations; costs; liabilities; debts; damages; and attorneys', accountants', and consultants' fees, costs, and expenses resulting, directly or indirectly, from administration of the Contract Services Advertising Fund. Such attorneys', accountants', and consultants' fees mean the full and actual costs of any legal, accounting, and consulting services rendered in connection with the matters involved and will not be limited to "reasonable attorneys' fees", "reasonable accountants' fees", or "reasonable consultants' fees" as defined by any federal, state, or local law, regulation, statute or rule of court or court or arbitrator decisions.

12.4 **CoOp**. We have the right to form CoOps. We have the right to require you to become a member of a CoOp. You acknowledge and agree to each of the following:

12.4.1 Membership. By your execution of this Agreement, you (a) consent to become, and do become, a member of the CoOp in which your Premises resides; and (b) you agree to comply with its bylaws and other governing documents now in effect and as they may be modified from time to time. If we establish a CoOp that is applicable to you as of the Agreement Date or during the Term, then, within five days of our written notice to you, you will execute such documentation as we require by such notice and become a member of such CoOp and comply with the applicable CoOp's bylaws and other governing documents for such CoOp. You have no right to terminate, or attempt to terminate, your membership in your CoOp.

12.4.2 Organization. We have the right from time to time to determine and modify each CoOp's name, membership, organization, bylaws, voting rights, government, administration, starting date, ending date, and geographic area; and to change, dissolve, or merge any CoOp. No CoOp activity may be undertaken without our prior written approval. When any CoOp's members vote, each member will be accorded one vote, except to the extent provided otherwise by the applicable CoOp's bylaws. If any CoOp operates according to written governing documents or prepares annual or periodic financial or operating statements, projections, or budgets, the CoOp will provide us and all its members these documents, statements, projections, and budgets in a timely manner. We and our agents have the right from time to time to examine, inspect, copy, and audit all the CoOp's physical and electronic books, computers, records, accounts, tax returns, bank records, computer software and data, bookkeeping, revenue, expenses, reports, and correspondence; and you must permit and cooperate fully with this examination, inspection, and audit. Each CoOp must permit us and our agents to observe and participate in all its meetings and to observe all its activities. We have the right to call CoOp meetings from time to time for any reason.

12.4.3 Fees. The CoOp of which you are a member has the right to require you pay it a nonrefundable monthly CoOp Advertising Fee, as determined by a majority vote of its members, except to the extent provided otherwise by its bylaws. All CoOp Advertising Fees paid to the CoOp must be maintained and administered solely in accordance with the agreement establishing the CoOp. You must pay the CoOp Advertising Fee to your CoOp by the 10th day of each month for the preceding month or as determined by a majority vote of your CoOp's members, except to the extent provided otherwise by your CoOp's bylaws. By the 10th day of each month you must submit to your CoOp and to us the statements and reports your CoOp and we require. CoOp Advertising Fees may be spent to meet any costs of placement and conduct of advertising and marketing programs in any media determined in accordance with the CoOp's bylaws. You may receive no direct or indirect benefit from your CoOp. All CoOp members have the right to vote on all its expenditures, except to the extent provided otherwise by the CoOp's bylaws.

12.4.4 Credit. If you pay any CoOp Advertising Fee to your CoOp, then we credit these fees to your minimum local advertising requirement under Paragraph 12.1 above, to the extent they do not exceed it.

12.4.5 Use of advertising material. You agree to each of the following: (a) If we provide you or your CoOp with any advertising or promotional materials, then you and your CoOp must use them solely in the manner we require or permit by written notice; and you and your CoOp will not modify them in any manner we do not approve in advance by written notice, except as follows: your CoOp may add to such materials its members' Franchised Business's advertised phone numbers, their Premises addresses, their pages' web addresses on the Website, and any offers or discounts you wish to promote; and (b) If we provide you or your CoOp with any advertising or promotional materials, then you and your CoOp must not adapt, translate, or develop derivative works of any such materials, without our prior written approval, which you or your CoOp must seek in the manner described in Paragraph 12.4.6 below; and (c) If you wish to use any advertising or promotional materials that we have not provided to you, then you must seek our prior written approval in the manner described in Paragraph 12.4.6 below; and (d) All CoOp marketing and advertising must be within the CoOp's geographic area.

12.4.6 Approval procedure; third-party permissions. Before your CoOp uses any unapproved advertising or marketing materials, media, or activities, you or your CoOp must comply with the approval procedure described in Paragraph 12.1.5 above. You and your CoOp are solely responsible for obtaining all permissions and releases for all material, images, photos, videos, quotations, and other items used in any advertising and promotional materials in any manner and in any media you or your CoOp develop or use; and for any claims; demands; obligations; costs; attorneys', accountants', and consultants' fees, costs, and expenses; other expenses; liabilities; debts; and damages resulting, directly or indirectly, from your or your CoOp's obtaining or failing to obtain such permissions or releases and from your use of such material, photos, videos, quotations, and other items. You agree to pay us all Third Party Costs we incur in connection with such permissions and releases or your or your CoOp's failure to obtain such permissions or releases.

12.4.7 Bylaws. The CoOp may not change its bylaws unless we approve such change in advance by written notice. The CoOp must submit all proposed changes to its bylaws to us for our prior, written approval. We have 30 days to approve any proposed change after we receive such proposed change. If we do not approve any proposed change by written notice within such 30 days, it is deemed disapproved. The CoOp's bylaws will not thereafter be changed or modified without our prior written approval. The CoOp is responsible, at its expense, to conform its bylaws and corporate documents to all present and future applicable laws, rules, and regulations, to obtain all required or permitted permits, and to pay all applicable taxes and fees that may be required by present and future federal, state, or local applicable laws, ordinances, or regulations. We do not warrant or represent that any bylaws or other CoOp document comply with any government law or regulation.

12.4.8 Fiduciary; breach; approvals, Third Party Costs. There is no formal or informal fiduciary or trustee relationship created by this Agreement or otherwise between us and your CoOp. You and we acknowledge and agree that there is no fiduciary, special, or other relationship between us and your CoOp. Your failure to pay any amount required by your CoOp or to perform any legal act required by your CoOp will be a material breach of this Agreement. We have the right, but not the obligation, to enforce any obligation owed by you to your CoOp on your CoOp's behalf. Whenever this Paragraph 12.4 requires you to seek our approval, we may decline to approve that which you seek for any business reason. You and your CoOp agree to pay us all Third Party Costs we incur in connection with this Paragraph 12.4.

12.4.9 Indemnification. For all time, you and your CoOp will indemnify and hold harmless the Franchisor Entities in the manner provided in Paragraph 19 below from and against all claims; demands; obligations; liabilities; debts; and damages of every kind and nature resulting or arising, directly or indirectly, and whether occasioned by your or your CoOp's neglect, omission, willful act, or otherwise from (a) your or your CoOp's use of any advertising or promotional materials you or it develops in any manner or uses in any media; and (b) your or your CoOp's use in any manner and in any media of any of our advertising or promotional materials that you, your CoOp, or any other party modify and use in any manner or in any media; and (c) your or your CoOp's use of any of our advertising or promotional materials in any media in any manner other than the manner we require or permit. Such attorneys', accountants', and consultants' fees mean the full and actual costs of any legal, accounting, and consulting services rendered in connection with the matters involved and will not be limited to "reasonable attorneys' fees", "reasonable accountants' fees", or "reasonable consultants' fees" as defined by any federal, state, or local law, regulation, statute, or rule of court or court or arbitrator decisions. We will not indemnify or compensate you or your CoOp, and we will not be liable for any loss, expense, or damage you or your CoOp incurs, in connection with any damage or expense you, your CoOp, or others incur due to your or your CoOp's use of any advertising or marketing materials, media, or activities, even if we provided such items to you or your CoOp.

12.5 **Our Websites and our Networking Media Sites.** You agree to use our Websites and our Networking Media Sites solely in the manner and with the frequency we require or permit in the Brand Standards or by written notice from time to time. We have the right for any reason and at any location, including within the Site Selection Area and Exclusive Area, from time to time to the following: (a) to establish and operate one or more Websites and Networking Media Sites to sell Huntington Services, eTutoring, Contract Services, or any other services and products; and (b) to modify and discontinue any Website and any Networking Media Site; and (c) to develop and discontinue relationships with any other websites and Networking Media Sites for any reason, including any website or Networking Media Site you own or use in connection with the Franchised Business; and (d) to market and advertise on our

Websites, our Networking Media Sites, on the Internet, and on any other public or other computer network; and (e) to recruit and contract with advertisers to advertise on any Website and any Networking Media Site. We have the right to retain any funds we collect from any advertising or commercial activities we or third parties conduct on any Website and on any Networking Media Site. If we develop or discontinue any relationship with any website or Networking Media Site you own or use in connection with the Franchised Business, you agree to use your best efforts to cooperate timely and fully with us. You may receive no benefit from any of our Websites or from any of our Networking Media Sites. We have the right to resolve any dispute about the Websites and our Networking Media Sites, including any dispute about definition or interpretation, in our sole discretion. You agree to each of the following:

12.5.1 Requirements. You agree to use your best efforts to do all things necessary to accomplish the purposes of this Paragraph 12.5 as we require in the Brand Standards or by written notice from time to time, including each of the following: (a) obtaining, maintaining, and terminating Domain names and home page addresses; and (b) obtaining and maintaining any credit card provider we require to accomplish the purposes of this Paragraph 12.5; and (c) providing and maintaining your Franchised Business's information (including your hours of operation) on the Website and our Networking Media Sites. You agree to each of the following: (1) if you add a URL to your marketing or advertising, then you must use the Website URL and no other URL; and (2) we have the right to require you to permit students to register or pay for any of your Huntington Services, eTutoring, and Contract Services on any of our Websites and on your and our Networking Media Sites; and, if any student registers, you agree to provide the services for which they registered; and (3) we have the right to add, or require you add and update, your Franchised Business's information on any Websites and our Networking Media Sites; and (4) we are not responsible for any postings by you or others on our Website or any of your or our Networking Media Sites.

12.5.2 Employee-related prohibitions. You must not use any Website or any of our Networking Media Sites in connection with your (a) human resource, employee, or payroll document, including personnel manuals, employee applications, pay stubs, pay checks, employment agreements, government submission, and time cards; and (b) employee-related matter or communication, including recruiting, hiring, management, wages, payment of wages, staffing, employee forms and reports, and record keeping.

12.5.3 Ownership. We or our affiliates are and always will remain the sole owner of all our Websites and our Networking Media Sites and all material, content, images, and pages of all our Websites and our Networking Media Sites and all copyrights thereto. We have the right to transfer, assign, or sell, without your consent, by agreement or by law, directly, indirectly, or contingently, such ownership to any individual or legal entity, including any individual or legal entity that provides or proposes to provide products or services the same as, or similar to, those provided at the Franchised Business. To the extent that the purchaser or assignee assumes our covenants and obligations for such ownership, we shall thereupon and without further agreement, be freed and relieved of all liability with respect to such ownership.

12.5.4 Our rights. We may use the Websites and our Networking Media Sites to compete against you and to solicit customers and students for us and our affiliates and our and their franchisees and licensees at any location, including inside the Site Selection Area and Exclusive Area. We may use the Websites and our Networking Media Sites to solicit franchisees. Neither we nor any of our affiliates will pay you any compensation in connection with the activities in this Paragraph 12.5. You will make no claim, including any claim of encroachment or loss of business or damage, due to our and our affiliates' and our and their franchisees' and licensees' use of the Websites and our Networking Media Sites.

12.6 **Your use of websites and Networking Media Sites**. You agree not to participate in, advertise on, maintain a presence on, or use any website or Networking Media Site in connection with the

Franchised Business without our prior written permission, which we may refuse for any reason or no reason. If you participate in, advertise on, maintain a presence on, or use any website or Networking Media Site in connection with the Franchised Business, whether with or without our permission, then, in connection with each such website and Networking Media Site, you agree we are not responsible for any postings by you or others on any of your websites or your Networking Media Sites; and you agree to comply with the terms of this Agreement and with each of the following requirements and all other requirements we set forth in the Brand Standards or by written notice from time to time:

12.6.1 Content. At your sole cost, you must promptly incorporate on such websites and Networking Media Sites any information and hyperlinks we require in the manner and within the time period we require in the Brand Standards and by written notice from time to time. At your sole cost, you must remove from such websites and Networking Media Sites information and hyperlinks we require in the manner and within the time period we require in the Brand Standards or by written notice from time to time.

12.6.2 Costs; Third Party Costs. You agree to pay all costs and expenses associated with your websites and your Networking Media Sites, including any initial, ongoing, maintenance, legal, and accounting costs and expenses. If you link your content on any website or Networking Media Site with our Website or any of our Networking Media Sites or with any websites or Networking Media Sites of any HLC, we have the right to apportion the costs and expenses of the linked site to you in any manner we determine; and you agree to pay such costs and expenses in the manner and within the time period we require. You agree to pay us all Third Party Costs we incur in connection with your websites and Networking Media Sites.

12.7 **Kick Start Marketing Program.** The Kick Start Marketing Program is a mandatory marketing support program we provide to help new and transfer HLCs kick start their marketing effort. If we permit you to participate in the Kick Start Marketing Program, then you agree (a) we control fully the manner and means by which we implement this program; and (b) to cooperate fully with us and all relevant vendors to accomplish the goals of this program; and (c) we have no further obligation to you in connection with this program once we have expended or refunded all the funds you gave us to conduct this program; and (d) although this program is designed for your benefit, you agree that others, including us and other franchisees, may benefit from this program.

12.8 **Marketing Communication Program**. The Marketing Communication Program or MCP consists of various communications to clients, former clients, and educators, as described in the Marketing Start-up Package. You agree (a) we control fully the manner and means by which we implement MCP; and (b) to cooperate fully with us and all relevant vendors to accomplish the goals of MCP; and (c) although MCP is designed for your benefit, you agree that others, including other franchisees, may benefit from MCP.

12.9 **Market development plan.** We have the right, but not the obligation, to give you a market development plan that identifies current and proposed HLC locations. We have no obligation to establish or franchise any HLC identified in any current or future market development plan. We may establish or franchise HLCs at any time and at any site, whether or not identified in any current or future market development plan.

12.10 **Additional expenditures; community marketing**. In addition to the requirements in this Paragraph 12, we encourage you to spend additional funds on marketing and advertising. We encourage you to visit (either in-person or virtual) and speak with individuals, including school personnel, doctors, psychologists, and merchants, to market Huntington Services, eTutoring, and Contract Services continually throughout the Term.

12.11 **Others' marketing rights**. We, our affiliates, our franchisees and licensees, our affiliates' franchisees and licensees, the Huntington Advertising Fund, the Contract Services Advertising Fund, your CoOp, and all other CoOps have the following rights at any location, including within the Site Selection Area, Exclusive Area, and your CoOp's geographic area, in connection with Huntington Services, eTutoring, and Contract Services for our and their benefit at any time and from time to time for any reason: To advertise and market in any manner (including using Local Media, the Internet, websites, the Website, and Networking Media Sites); and to communicate in any manner (including verbal, written, and electronic form) to and with any individuals and Public Entities, and to meet with such individuals and Public Entities; such individuals include school personnel, doctors, psychologists, and merchants.

12.12 **Crisis situations**. In the interest of protecting the Marks, System, and Confidential Information we have the sole and absolute right to determine and make all responses, communications, and actions by you and us upon any event or development that impacts the Marks, System, or Confidential Information in any way that we solely determine may cause substantial harm or injury to the Marks, System, or Confidential Information; and you agree to comply with, and implement such responses, communications, and actions timely and fully solely in the manner we direct.

12.13 **Our notices to you**. We may provide notices under this Paragraph 12 in the manner described in Paragraph 21 below or by email to any Email Address we provide to you.

13 INSURANCE

13.1 Before you begin any operations under this Agreement and continually during the Term, you agree to secure and maintain in full force and effect, at your sole cost, an insurance policy or policies insuring you, us, and your and our respective present and past officers, directors, partners, agents, and employees against any demand or claim with respect to personal injury, death, or property damage, and any loss, liability, or expense whatsoever arising or occurring upon, or in connection with, the Franchised Business. Each such insurance policy must comply with the minimum insurance we require in the Brand Standards or by written notice from time to time. We do not represent such insurance will insure you against any insurable risk. We recommend you seek the advice of an independent risk management professional or insurance broker to determine any additional coverage you should have for the Franchised Business. You must pay all costs and professional and broker fees you incur in connection with your insurance policies. Nothing in this Agreement restricts you from obtaining insurance with higher policy limits or additional coverage. Your obligation to obtain and maintain the insurance policy or policies in the amounts required in this Agreement, the Brand Standards, or by written notice by us from time to time will not be limited in any way by reason of any insurance we may maintain, nor will your performance of that obligation relieve you of any liability under the indemnity provisions in this Agreement, including those set forth in Paragraph 19 below. We have the right to require you obtain and maintain insurance with an insurance company of our choosing. All insurance policies and all certificates of insurance covering the Franchised Business must name us as an additional insured and must provide that we be given at least 10 days' written notice of any termination, amendment, cancellation, or modification of such policies. You must provide us and our designee with certificates of insurance evidencing such insurance no later than 10 days before the Opening Date and within five days of our written request. If you fail to obtain or maintain such minimum insurance required in this Paragraph 13, we have the right, but not the obligation, to obtain, through companies or agents of our own choosing and on your behalf, such minimum insurance; and, upon our written notice, you will pay us the cost of such insurance and all Third Party Costs we incur in connection with such insurance. You agree that failure to obtain such minimum insurance required in this Paragraph 13 or failure to name us as an additional insured as required in this Paragraph 13 is a material breach of this Agreement. We may provide notices under this Paragraph 13 in the manner described in Paragraph 21 below or by email to any Email Address we provide to you.

14 TRANSFER OF INTEREST

14.1 **Your Transfer.** This Agreement is personal to you. We enter into this Agreement in reliance upon, and in consideration of, your and your Owners' skills, qualifications, and representations and the trust and confidence we place in you and your Owners. Neither you nor any of your Owners may Transfer any interest in the Franchisee, this Agreement, or any of the assets of your business (a) until after the Opening Date; or (b) to a trust; or (c) without first obtaining our written approval and complying fully with the terms of this Paragraph 14.

14.2 **Your notice of a proposed Transfer**. You must give us written notice of any proposed Transfer at least 30 days before the effective date of the Transfer in the manner described in Paragraph 21 below that provides any related information and documentation we reasonably request, including the following: (a) The name, phone number, and physical and email addresses of the proposed transferee, price and terms of the Transfer, and a copy of the proposed sales contract with all its attachments; and (b) A complete and accurate description of the assets or ownership interest proposed for Transfer; and (c) A copy of the Premises Lease and all amendments to it; and (d) The proposed effective date of the Transfer; and (e) Profit and loss statements for the last three years of the Franchised Business's operation. We have 30 days from our receipt of such notice and the Transfer Fee and receipt of all information and documentation that we request to notify you in writing that we approve or disapprove the Transfer or to exercise our right of first refusal as described in this Paragraph 14. If we do not approve the Transfer in writing within such 30-day period, then the Transfer is not approved. Any such approval will be effective for 30 days. If the Transfer is not completed within 30 days of the date we send you our written approval, such approval will be deemed withdrawn without notice. Any purported Transfer not having our prior, written approval will be null and void and will constitute a material breach of this Agreement, for which we may immediately terminate, without opportunity to cure. You must provide notices to us under this Paragraph 14 in the manner required in Paragraph 21 below. We may provide notices under this Paragraph 14 in the manner described in Paragraph 21 below or by email to any Email Address we provide to you.

14.3 **Conditions for your Transfer.** We have the right, in our sole and absolute discretion (a) to require that the Total Purchase Price and terms and conditions of the sale of the Franchised Business may not, in our sole judgement, adversely affect the transferee's operation thereof; and (b) to require you have first offered to sell that which you offer to Transfer to us, if required under this Paragraph 14; and (c) to refuse to permit a Transfer if you do not comply fully with the provisions of this Paragraph 14; and (d) to require each of the following as conditions of our approval of any Transfer, each of which is a material condition to the Transfer:

14.3.1 Franchisee standards; ownership; training. The proposed transferee is approved as a franchisee under all conditions and standards we may then be applying to those seeking to become our franchisee, including requirements about (a) financial condition, (b) character, (c) managerial commitment, and (d) fluency in reading, writing, and speaking the English language. Neither the proposed transferee nor any of its principals may be a trust or similar entity. The proposed transferee's Primary Owner must have completed our initial training; or must have agreed, in writing, to complete such training within the time period required in Paragraph 7.2 above; and

14.3.2 Financial statements; unearned revenue, refunds. You must give to the proposed transferee the profit and loss statements Franchised Business for the last three years of its operation. You must disclose to the proposed transferee (a) any payment you received for which you have not provided instruction and (b) any refund due a customer that you have not paid; and

14.3.3 Franchise agreement. The proposed transferee must execute our then-current franchise agreement, which, except as provided in this Agreement, will supersede completely this Agreement; and our then-current franchise agreement may, as we determine, contain terms, obligations, royalty, advertising fees, and other fees, costs, and expenses that are significantly different from, in addition to, or less favorable than, those in this Agreement, including no or a smaller exclusive area; and the proposed transferee must pay us Royalty, Huntington Advertising Fund Fees, and Contract Services Fund Fees at the highest rate contained in our then-current franchise agreement; and

14.3.4 Compliance. You must not be in default of this Agreement; and you and all your affiliates must not be in default under any agreement between you or any of your affiliates and us or any of our affiliates. All obligations of you and your affiliates to us, our affiliates, the Huntington Advertising Fund Fee, Contract Services Advertising Fund, and your CoOp (including monetary obligations), whether arising under this Agreement, any agreement between you or any of your affiliates and us or any of our affiliates or otherwise, must be fully satisfied at, or before, the effective date of the Transfer. During the 12 full months before the date of your written notice to us of any proposed Transfer and, in addition, during the 12 full months before the date of the Transfer, the sum of your Huntington Services Revenue and your eTutoring Revenue exceeds $350,000. The Franchised Business, Premises, and Premises Lease must comply fully with our then-current standards, including our Brand Standards and those in Paragraph 4 above. If, in our sole opinion, the Franchised Business, Premises, or Premises Lease does not comply fully with such standards, we have the absolute right to require you conform them fully to our then-current standards before we approve the Transfer. You acknowledge you or the transferee may have to make substantial expenditures in connection with our requirement to conform the Franchised Business, Premises, and Premises Lease to our then-current standards. You acknowledge that conforming the Franchised Business, Premises, and Premises Lease to our then-current standards may cause the Transfer to be delayed; and

14.3.5 Change in Owners. Any change in the identity or ownership percentage of any Owner constitutes a Transfer and is governed by this Paragraph 14.

14.3.6 Transfer to an existing franchisee. If the proposed buyer or any of its affiliates has executed a franchise agreement with us, then (a) neither the proposed transferee nor any of its affiliates will be in default of any such franchise agreement; and (b) all the proposed transferee's and its affiliates' obligations to us and our affiliates (including monetary obligations) must be fully satisfied at, or before, the effective date of the Transfer; and

14.3.7 Divorce. You must notify us promptly of any divorce proceedings that may result in a Transfer and tender the right of first refusal provided in Paragraph 14.7. If we do not exercise our right of first refusal, you must apply for, and obtain our consent to, the Transfer, pay the fees provided under Paragraph 14.5, and satisfy the Transfer conditions in this Paragraph 14; and

14.3.8 Release; consent to transfer; right to Audit. When you notify us of your intent to Transfer and as of the effective date of the Transfer, you must deliver to us a Release signed by you and each of your Owners and Guarantors. If you fail, for any reason, to deliver to us a Release signed by you and each of your Owners and Guarantors, the Transfer will be deemed ineffective, void, and of no force or effect. Before or at the time the Transfer becomes effective, you, your Guarantors, and the proposed transferee must execute our then-current consent to transfer agreement. Our consent to any Transfer is not a representation of the fairness of the terms of any contract between you and the transferee, a guarantee of the transferee's prospects of success, or a waiver of any claims we may have against you or of our right to demand your full compliance with this Agreement's terms and conditions. In connection with any Transfer, we have the right, but not the obligation, to conduct an Audit at your sole cost; and

14.3.9 Post-transfer liability. You and your Guarantors will remain liable for all your obligations under this Agreement before the effective date of the Transfer and all provisions of this Agreement that, by their nature, survive the expiration or termination of this Agreement (including Paragraphs 10, 16, and 17 hereof), and, at your sole cost, you must execute promptly all instruments we request to evidence such liability. In addition, and without limiting the preceding sentence, in the case of an installment sale for which we have consented to you or any Owner retaining an interest or other financial interest in the Franchisee, this Agreement, or the Franchised Business, then you or such Owner, and the Guarantors, must guarantee the performance under this Agreement until the final close of the installment sale or the termination of such interest, as the case may be.

14.4 **Special Transfers**

14.4.1 Transfer for convenience. If the Franchisee is an individual or group of individuals, then, for any Transfer within 90 days of the Agreement Date to a legal entity formed solely for the convenience of ownership, we will waive the Transfer Fee, Initial Franchise Fee, and Training and Technology Initial Fee; and the term of the transferee's franchise agreement will be the unexpired portion of the Term; and each of such individuals must become a Guarantor of such legal entities' obligations to us under this Agreement or any transfer franchise agreement. For any such Transfer, the transferee must assume and agree to be bound by, and to perform all the terms of, our then-current franchise agreement or, at our option, this Agreement, and, during the Term, will never be in any business other than operation of the Franchised Business. You agree that you and your Guarantors will be jointly liable for the transferee's performance under its franchise agreement and will execute our then-current guarantee agreement to exhibit such joint liability. You agree nothing in this Agreement will release you, such individuals, or your Owners or Guarantors from any of your or their obligations under the Agreement or under the transferee's obligations under its franchise agreement or the obligations of the transferee's guarantors under the guarantee agreement. The foregoing terms and conditions will be supplemented in the consent to transfer agreement and the guarantee agreement.

14.4.2 Transfer among Owners, spouses, children. For any Transfer to an existing Owner or from an Owner to that Owner's spouse or natural or adopted children, the Transfer Fee is $1,000 and we will waive the Initial Franchise Fee and Training and Technology Initial Fee; and the term of the transferee's franchise agreement will be the unexpired portion of the Term; and you and each Owner must become a Guarantor of such individual's obligations to us under this Agreement or any transfer franchise agreement. For any such Transfer, the transferee must assume and agree to be bound by, and to perform all the terms of, our then-current franchise agreement or, at our option, this Agreement. You agree you, each Owner, and your Guarantors will be jointly liable for the transferee's performance under its franchise agreement and will execute our then-current guarantee agreement to exhibit such joint liability. You agree nothing in this Agreement will release you or the Guarantors from any of your or their obligations under the Agreement or under the transferee's obligations under its franchise agreement or the obligations of the transferee's guarantors under the guarantee agreement. The foregoing terms and conditions will be supplemented in the consent to transfer agreement and guarantee agreement.

14.4.3 Transfer of less than 20% interest to a third party. For a Transfer of less than 20% interest in the Franchisee to a third party, the Transfer Fee is $1,000 and we will waive the Initial Franchise Fee and Training and Technology Initial Fee; and the term of the transferee's franchise agreement will be the unexpired portion of the Term; and you and such third party must become a Guarantor of such third party's obligations to us under this Agreement or any transfer franchise agreement. If the interest to be Transferred to such third party in one or more Transfers totals 20% or more, then this Paragraph 14.4.3 does not apply. For any such Transfer, the transferee must assume and agree to be bound by, and to perform all the terms of, our then-current franchise agreement or, at our option, this Agreement. You agree that you, each Owner, and your Guarantors will be jointly liable for the transferee's performance under its franchise agreement; and will execute our then-current guarantee agreement to exhibit such joint liability. You agree nothing in this Agreement will release you or your Owners or Guarantors from any of your or their obligations under this Agreement or under the transferee's obligations under its franchise agreement or the obligations of the transferee's guarantors under the guarantee agreement. The foregoing terms and conditions will be supplemented in the consent to transfer agreement and guarantee agreement.

14.5 **Fees and term**. The terms of this Paragraph 14.5 apply to all Transfers, except those for which Paragraphs 14.4 above or 14.7 below apply. The term of the transferee's franchise agreement is ten years. We waive the Initial Franchise Fee upon Transfer. Upon Transfer, you or the transferee must pay us the Transfer Fee, the Training and Technology Initial Fee, the Kick Start Marketing Program fee, all start-up package fees, and all Third Party Costs we incur in connection with any attempted Transfer, Transfer, our declining any Transfer, and our decision to require you or the transferee comply fully with the Brand Standards and the standards in Paragraph 4 above. The Transfer Fee is $10,000. If you authorize us to enlist a broker to identify a transferee, you must pay such broker's fee. You or the transferee must pay us all fees due under this Paragraph 14 no later than the effective date of the Transfer. As of the effective date of the Transfer, all payments paid or payable to us in connection with the Transfer will be deemed fully earned by us and are not refundable. However, if we disapprove the Transfer or if we approve the Transfer and the Transfer is not completed as required in this Paragraph 14, we will refund 50% of the Transfer Fee to you or, at our option, credit such refund to any amount you or any of your affiliates owe us or any of our affiliates; and you pay the transferee any amount the transferee paid. All non-refunded amounts will be earned in full by us and not refundable. You must deliver to us a Release signed by you and each of your Owners and Guarantors in connection with any amount we refund to you under this Paragraph 14.5, to the extent not prohibited by applicable law.

14.6 **No encumbrance.** You and your Owners and your and their affiliates have no right to, and will not, pledge, mortgage, give as a security for an obligation, or otherwise encumber any interest in (a) the Franchisee, (b) this Agreement, (c) the Franchised Business, (d) any assets of the Franchised Business, or (e) any agreement between you or any of your affiliates and us or any of our affiliates, without our prior written consent and we have the absolute right to refuse our consent for any reason or no reason. We have the right to require, as a condition of our consent, that, if you or your Owners or any of your or their affiliates default under any documents related to the pledge, mortgage, security interest, or encumbrance, we will have the right and option, but not the obligation, to be substituted as obligor to the secured party and to cure any such default; and, if we exercise such option, any acceleration of indebtedness due to default by you or any of your Owners or affiliates will be void. Before the effective date of the encumbrance, you must (a) deliver to us a Release signed by you and each of your Owners and Guarantors, to the extent not prohibited by applicable law; and (b) pay us all Third Party Costs we incur or anticipate incurring in connection with such pledge, mortgage, security interest, and encumbrance.

14.7 **Right of first refusal.** If you, any Owner, or any party owning any interest in, or asset of, the Franchised Business desire to accept any offer from any party to purchase such interest or asset or to make any Transfer, then the provisions of this Paragraph 14.7 will apply, unless such Transfer is made pursuant to Paragraph 14.4 above. You agree to each of the following: (a) We will have the option, but not the obligation, exercisable within 30 days after our receipt of such written notification and all information and documentation we require under this Paragraph 14, to send written notice to you and the seller that we intend to purchase the seller's interest or asset on the same terms and conditions offered to the proposed transferee or to assign this option to our designee; and (b) Closing on such purchase must occur within 30 days from the date of our notice to the seller of our election to purchase, or at such later date when our conditions to closing are satisfied or when we agree to waive such conditions upon our exercise of our right of first refusal; and (c) If we decline to purchase the seller's interest or asset, any change thereafter in the terms of the offer from a proposed transferee will constitute a new offer subject to the same rights of first refusal by us as in the case of the proposed transferee's initial offer; and (d) Our failure to exercise the option afforded by this Paragraph 14.7 will not constitute a waiver of any provision of this Agreement, including all of the requirements of this Paragraph 14 with respect to any other proposed Transfer; and (e) If the consideration, terms, or conditions offered by a proposed transferee are such that we, in our sole determination, may not be required or able to furnish the same consideration, terms, or conditions, then we may purchase the interest proposed to be sold for its equivalent in cash. If you and we cannot agree within 10 days after our written notice to you on the reasonable equivalent in cash of the consideration, terms, or conditions offered by the third party, then we will designate an independent appraiser. The appraiser's determination of the appropriate consideration will be binding. You and we will bear the cost of the appraisal equally. You agree to pay us all Third Party Costs (except the cost of the appraisal) we incur in connection with such appraisal. Upon our receipt of the appraisal, we have the right to rescind our offer to execute our right of first refusal.

14.8 **Incapacity.** Upon the death or physical or mental incapacity of any Owner or any person with an interest in this Agreement, in you, or in all or substantially all of the assets of the Franchised Business, the executor, administrator or personal representative of such person must promptly notify us and must Transfer such interest to a third party we approve before the earlier of the Expiration Date or 240 days after such death or incapacity. During the period between such death or incapacity and such Transfer, such executor, administrator, or personal representative must fulfill the obligations of such person hereunder; and any failure to do so will constitute a default under this Agreement for which we may terminate this Agreement immediately upon written notice to you or to such person's heirs or beneficiaries, executor, administrator, or personal representative. In the case of Transfer by will or intestate inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions in this Paragraph 14, the executor, administrator, or personal representative of the decedent must still Transfer the decedent's interest to another party approved by us before the earlier of the Expiration Date or 240 days after such death or incapacity, which disposition will be subject to all the terms and conditions for Transfer contained in this Agreement. If the interest is not so transferred before the Expiration Date or within 240 days after such death or incapacity, whichever occurs first, we may terminate this Agreement immediately upon written notice to you. The date of a person's death or incapacity must be determined in writing by such person's physician; and you or such person's executor, administrator, or representative must obtain such determination and deliver it to us within five days of the occurrence of the death or incapacity. For any Transfer under this Paragraph 14.8, the Transfer Fee will be $1,000; we will waive the Initial Franchise Fee and Training and Technology Initial Fee; and the term of the transferee's franchise agreement will be the unexpired portion of the Term. For any such Transfer, the transferee must assume and agree to be bound by, and to perform all the terms of, our then-current franchise agreement or, at our option, this Agreement, and, during the Term, will never be in any business other than operation of the Franchised Business.

14.9 **Offerings.** You may not conduct any Offering, except with our prior written consent, which we may withhold in our sole and absolute discretion for any reason or no reason. You must submit all materials required or proposed for any Offering (including any materials required by any federal, state, or other law or regulation) to us for our review at least 120 days before their submission or use in any manner, including before their filing with, or submission to, any federal, state, or other government agency. You may not use any such materials, except with our prior written consent; and, if we do not approve such materials within 30 days after our receipt, then they are deemed disapproved. No Offering will imply, by use of the Marks or otherwise, that we are participating in any Offering of either you or us. Our review of any Offering and of any related materials will be limited solely to the subject of the relationship between you and us. For all time, you and all other participants in any Offering must indemnify and hold harmless the Franchisor Entities in the manner provided in Paragraph 19 below in connection with all aspects of such Offering, including the Offering's materials and if we disapprove the Offering. To comply with the indemnification requirements in this Paragraph 14.9, we have the right to require you post a bond in an amount and under terms we determine. For each proposed Offering, you must pay us a nonrefundable fee of $50,000, the fees described in this Paragraph 14, and all Third Party Costs we incur in connection with such Offering. You must give us written notice in the manner described in Paragraph 21 below at least 120 days before the date of commencement of any transaction covered by this Paragraph 14.9, which transaction will be subject to our right of first refusal as provided in this Paragraph 14.

14.10 **Assignment by us**. We have the absolute right to transfer, assign, or sell, with or without your consent, by agreement or by law, directly, indirectly, or contingently, this Agreement and any right or obligation under this Agreement to any individual or legal entity, including any individual or legal entity that provides or proposes to provide products or services the same as, or similar to, those provided at the Franchised Business. To the extent that the purchaser or assignee assumes our covenants and obligations under this Agreement, we shall thereupon and without further agreement, be freed and relieved of all liability with respect to such covenants and obligations.

14.11 **Your representations; sharing information.** You represent that solely you are responsible (a) for all aspects of the Transfer; and (b) for any Transfer of any interest in the Franchisee, this Agreement, or any assets of the Franchised Business; and (c) for all fees and costs associated with such Transfer; and (d) to find prospective buyers; and (e) for negotiating with prospective buyers; and (f) for the outcome of any Transfer. You agree we have the right, but not the obligation, to give any proposed transferee any of your and your Franchised Business's reports, statements, information, and data. We have the right, but not the obligation, to give any proposed transferee all electronic and non-electronic documents, records, correspondence, and information in our possession on you, your Owners, and the Franchised Business, including this Agreement, all other agreements between you and us, legal documents, correspondence, and financial and operating information and records.

14.12 **Indemnification**. For all time, you agree to indemnify and hold harmless the Franchisor Entities in the manner provided in Paragraph 19 below from and against all claims; demands; losses; obligations; and damages of every kind and nature resulting or arising, directly or indirectly, from any claim in connection with any Transfer, our declining the Transfer, attempted Transfer, exercise of our right of first refusal, and our sharing with any party of any financial information, profit and loss statements, reports, or data concerning you, the Franchised Business, or your operations. Such claims include (a) those by any party involved in the Transfer, including the transferee, brokers, attorneys, vendors, landlords, customers, and students; and (b) our decision to require you or the transferee comply fully with the Brand Standards and the standards in Paragraph 4 above; and (c) our exercise of our right of first refusal; and (d) our decision to decline to permit the Transfer.

15 DEFAULT AND TERMINATION

15.1 **Defaults that cannot be cured**. We have the absolute right, at our option, to terminate this Agreement and all rights granted hereunder upon any of the following defaults by you, without giving you an opportunity to cure the default and without prejudice to any of our other rights or remedies provided by law or this Agreement, effective immediately upon the provision of notice to you or at such later time as indicated in such notice, if:

15.1.1 Training. Any Primary Owner fails to complete the initial training program to our satisfaction, as required in Paragraph 7.2 above; or

15.1.2 Transfer. You, any of your Owners, or any other party makes any Transfer or purported Transfer in violation of Paragraph 14 above; or

15.1.3 Disclosure. You or any of your Owners, Guarantors, or spouses of any of your Owners or Guarantors use or disclose any of the Huntington Manuals or any of our Confidential Information, Copyrighted Works, or trade secret in violation of this Agreement; or

15.1.4 Compete. You or any of your Owners, Guarantors, spouses of your Owners, Guarantors, or employees, violate any of the covenants described in Paragraph 17 below, or fail to execute, or to obtain execution of, the covenants required in Paragraph 10 above or in Paragraph 17.7 below; or

15.1.5 Fail to operate. You do not keep the Franchised Business open for operation for 5 consecutive business days; or you lose possession of the Premises; or you lose or forfeit the right to do or transact business in the jurisdiction in which the Franchised Business is located; or you voluntarily abandon the Franchised Business; or any federal, state, or local authorities closes the Franchised Business for public safety reasons. However, if your failure to keep the Franchised Business open for operation for 5 consecutive business days is caused by fire, flood, natural disaster, war, act of terrorism, boycott, strike, or government order, then such failure will not be deemed a default under this Paragraph 15.1.5, provided you notify us in writing immediately and you take all action we reasonably require to reopen the Franchised Business. Further, if, through no fault of your own, you lose possession of the Premises, or the Premises is damaged or destroyed by an event such that repairs or reconstruction cannot be completed within 60 days thereafter, you will have 30 days after such event or loss of possession in which to apply in writing for our approval to relocate or reconstruct the Premises. You must provide all notices and applications to us under this Paragraph 15.1.5 in the manner described in Paragraph 21 below. If your failure to keep the Franchised Business open for operation for 5 consecutive business days is caused by fire, flood, natural disaster, war, act of terrorism, boycott, strike, or government order, then the Gross Revenue requirement in Paragraph 6.24 above will be reduced ratably for the lesser of (a) 60 days and (b) the number of days during which you could not operate the Franchised Business; or

15.1.6 Bankruptcy. You or any of your Owners become insolvent or make a general assignment for the benefit of creditors; or you or any of your Owners file a petition in bankruptcy; or a petition is filed against, and consented to, by you or any of your Owners; or you or any of your Owners are adjudicated a bankrupt; or a bill in equity or other proceeding for the appointment of a receiver of you or any of your Owners or other custodian for your or their business or assets is filed and consented to by you or them; or a receiver or other custodian (permanent or temporary) of any part of the assets or property of you or any of your Owners or the assets or property of any of you or any of your Owners is appointed by any court of competent jurisdiction; or proceedings for a composition with creditors under any state or federal law is instituted by, or against, you or any of your Owners; or a final judgement against you or any of your Owners remains unsatisfied of record for 30 days or longer (unless supersedeas bond is filed); or execution which would materially affect the Franchised Business is levied against you, any of your Owners, the Franchised Business, or any property of you or any of your Owners; or suit to foreclose any lien or mortgage against the Premises or its curricula, furniture, fixtures, or equipment is instituted against you or any of your Owners and not dismissed within 30 days; or your real or personal property is sold after levy upon it by any sheriff, marshal, or constable. Upon any of these happenings, this Agreement is not, and will not be deemed, an asset subject to sale, levy, lien, or transfer and we have the absolute right immediately to terminate this Agreement as of such event; or

15.1.7 Crime. You or any of your Owners or Guarantors (a) are convicted of, or plead guilty or nolo contendere to, an indictable offense punishable by a term of imprisonment of one year or more, or we have proof that you or your Owners or Guarantors have committed such an offense; or (b) engage in any misconduct relevant to the operation of your Franchised Business; or (c) engage in any misconduct that is injurious or prejudicial to the goodwill associated with the Marks; or (d) engage in any civil activity, criminal activity, or misconduct involving any person under the age of 19; or

15.1.8 Underreport. You (a) maintain false books, records, or financial or operating statements; or (b) submit false reports or statements to us; or (c) submit financial or operating reports or statements that (1) understate your Huntington Services Revenue by $10,000 or more, or (2) understate your eTutoring Revenue by $10,000 or more, or (3) understate your Contract Services Revenue by $10,000 or more, or (4) understate your enrollment by 3% or more, or (5) are otherwise substantially incorrect; or

15.1.9 Marks, System, goodwill. You misuse, or make any unauthorized use of, the Marks or any other identifying characteristics of the System, or impair the goodwill associated therewith or our rights therein; or

15.1.10 Conduct. You engage in conduct that reflects materially and unfavorably upon the operation and reputation of us, the Franchised Business, or the System; or

15.1.11 Three defaults. You are notified of three or more defaults within any 12-month period (whether or not these are the same or similar defaults and whether or not these defaults are cured). If this occurs, we have the absolute right to terminate this Agreement immediately upon, or any time after, your receipt of the notice of the occurrence of the third such default, and we are not obligated to give you an opportunity to cure the third such default; or

15.1.12 Four defaults. You are notified of four or more defaults during the Term (whether or not these are the same or similar defaults and whether or not these defaults are cured). If this occurs, we have the absolute right to terminate this Agreement immediately upon, or any time after, your receipt of the notice of the occurrence of the fourth such default, and we are not obligated to give you an opportunity to cure this fourth such default; or

15.1.13 Relocation. You relocate the Premises without our prior written approval or without complying fully with the provisions of Paragraph 4.8 above; or

15.1.14 Misrepresentations. You make any material misrepresentations relating to the acquisition of the Franchised Business; or

15.1.15 Laws. You fail, for a period of 10 days after notification of noncompliance, to comply with any federal, state, municipal, or local law or regulation, including all health, safety, building, and labor laws and regulations applicable to the Franchised Business and those laws and regulations in Paragraph 18.1 below; or

15.1.16 Gross Revenue. The sum of your Huntington Services Revenue and your eTutoring Revenue fails to equal or exceed the minimum requirement in Paragraph 6.24 above during any 12-month period.

15.2 **Defaults that can be cured.** Except as otherwise provided in Paragraph 15.1 above, upon any other default by you under this Agreement, we have the absolute right, at our option, and without prejudice to any of our other rights or remedies provided by law or this Agreement, to terminate this Agreement and all rights granted hereunder, effective immediately upon the provision of notice to you; provided, however, that you may avoid termination by immediately initiating a remedy to cure such default, curing it to our satisfaction, and by promptly providing proof thereof to us within the lesser of 30 days or the period specified below. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to you, effective immediately upon the expiration of such 30-day period (or such shorter notice period as specified below) or such longer period as applicable law may require. Defaults that are susceptible of cure hereunder include the following illustrative events:

15.2.1 Standards. You fail for any reason to comply with any material term or condition of this Agreement, as it may be supplemented by the Huntington Manuals; or you fail to maintain or observe any of the standards, specifications, procedures, or policies we prescribe in this Agreement, the Huntington Manuals, or by written notice from time to time; or you fail to comply with the standards of any Public Entity for which you provide Contract Services; or

15.2.2 Reports. You fail for any reason to submit any financial, operating, or informational report or statement, as required under this Agreement

15.2.3 Payments to Public Entities. You fail for any reason to pay any payment to any Public Entity properly required and due to it within 10 days of demand by it; or

15.2.4 Monetary Default

A. Notice and Cure – First and second occurrences. If a Monetary Default occurs, we have the right to give you written notice describing the Amounts Due. You will have ten (10) days after your receipt of that notice to fully cure the Monetary Default by paying all Amounts Due, plus any late fee and accrued interest as provided in Paragraph 6 above.

B. Repeat late-payer compression (rolling 12-month period). If you incur two (2) or more Monetary Defaults in any rolling 12-month period, then for the third and each subsequent Monetary Default in that period: (1) the cure period in Paragraph 15.2.4.A above is reduced to five (5) days after your receipt of our notice; and (2) we have the right to require payment by ACH or wire on the same day you receive our notice.

C. Dishonored ACH; administrative hold. If any ACH or electronic debit you authorize is reversed, returned, or dishonored for insufficient or unavailable funds two (2) or more times in any six-month period, you will be in Monetary Default and the cure period will be 5 days for that default and any subsequent Monetary Default in the same rolling 12-month period. We have the right to place your account on administrative hold and require same-day wire until you provide a replacement ACH authorization acceptable to us.

D. Accrual of late fee and interest; no waiver. Late fees and interest accrue from the original due date of the Amounts Due as stated in Paragraph 6 above, regardless of any cure period, and our acceptance of any partial payment does not waive or extend any cure period.

E. Cross-Default. Any Monetary Default under this Agreement is also a monetary default under each other agreement between you (or your Owners or affiliates) and us (or our affiliates). Any monetary default under each other agreement between you (or your Owners or affiliates) and us (or our affiliates) is a Monetary Default under this Agreement.

F. No multiple notices required. If you fail to cure a Monetary Default within the applicable cure period, we may exercise our rights and remedies (including termination as provided in this Paragraph 15) without further notice; or

15.2.5 Inaccurate information. You or any of your Owners submit any information to us or to any Public Entity, government authority, or any financial institution that, for any reason, contains any materially inaccurate, incomplete, or misleading statement, or omits any material fact needed to make the submission not misleading. Information is material if it has a value of more than $10,000, causes or could cause any Gross Revenue loss or gain of more than $10,000 or causes or could cause any impairment of the Marks, or is otherwise material; or

15.2.6 Laws. You fail to comply for any reason with any federal, state, municipal, or local law or regulation, including all health, safety, building, and labor laws and regulations applicable to the Franchised Business, including those laws and regulations in Paragraph 18.1 below; or

15.2.7 Lease. You and the Premises Landlord fail for any reason to sign a lease for a Premises within the time period required in Paragraph 4 above; or you fail to purchase, or obtain or maintain a lease for, the Premises; or you fail to deliver a copy of the Premises Lease to us; or you fail to comply with any term of the Premises Lease; or, without first obtaining our prior written approval, you terminate, amend, modify, or assign the Premises Lease, or sublet the Premises; or

15.2.8 Public Entity application, contract, or lease. You fail for any reason to comply with the terms of any application you submitted to a Public Entity or contract or lease you signed with a Public Entity; or you fail to give us a copy of any such application, contract, or lease; or

15.2.9 Underage eTutoring. You provide eTutoring to a student under the age of 18, without written consent as required in Paragraph 8.15 above; or

15.2.10 Record eTutoring. You fail for any reason to record an eTutoring session; or

15.2.11 Premises standards. You fail for any reason to maintain a Premises that meets our standards for conduct of the Franchised Business or you fail to operate or maintain the Premises or Franchised Business in accordance with this Agreement within 5 days' written notice to correct such default. We may provide such notice in the manner described in Paragraph 21 below or by email to any Email Address we provide to you; or

15.2.12 Operation. You fail for any reason to open or begin operating the Franchised Business within the time period required in Paragraph 4 above; or you fail to keep the Premises open and operating for the minimum hours and days required in Paragraph 8.1 above; or

15.2.13 Advertising. You advertise or market in any manner outside your CoOp's geographic area; or

15.2.14 Services. You fail for any reason to sell or provide any Huntington Service or eTutoring after 5 days' written notice to correct this default. We may provide such notice in the manner described in Paragraph 21 below or by email to any Email Address we provide to you; or

15.2.15 Unapproved Services. You sell or provide any product or service that is not part of Huntington Services, eTutoring, or Contract Services. You must cease the sale of such products and services immediately upon written notice or within the period required by such notice. In addition to all other rights and remedies provided under law and this Agreement, you agree we have the right, but not the obligation, to audit you in connection with such products and services and to audit any entity you own or control (in whole or in part) that provides such products or services; and you agree to provide us upon our written demand copies of all financial statements and tax returns in connection with such products and services and those financial statements and tax returns of any entity you own or control (in whole or in part) that provides such products or services. You must pay us upon written notice to you an amount equal to the total gross revenue you derived from such sale or provision. We may provide such notices in the manner described in Paragraph 21 below or by email to any Email Address we provide to you; or

15.2.16 Imitates the Marks. You or any of your Owners or Guarantors engage in any business or market any service or product, directly or indirectly, under a name or mark that, in our opinion, imitates or is confusingly similar to the Marks; or

15.2.17 Approval. You fail, refuse, or neglect for any reason to obtain our prior written approval or consent as required by this Agreement; or

15.2.18 Audit. You deny us the right to Audit the Franchised Business in accordance with this Agreement; or

15.2.19 Training. Your full- or part-time employee fails for any reason to complete the initial training program, as required in Paragraph 7.2 above; or

15.2.20 Unapproved training. You or any of your employees use, or participate in, any training program we have not approved by written notice in advance. We may provide such notice in the manner described in Paragraph 21 below or by email to any Email Address we provide to you; or

15.2.21 Public safety. A threat or danger to public health or safety results from the construction, maintenance, or operation of the Franchised Business; or

15.2.22 Advertising. You fail for any reason to spend the minimum amounts on marketing and advertising in the manner and as required by Paragraph 12.1 above; or

15.2.23 Unapproved advertising. You use any advertising or promotional materials, engage in any advertising or promotional activities, or advertise or promote in any print, broadcast, cable, electronic, computer, or other media (including text, email, the internet, websites, and Networking Media Sites), in a manner we have not approved by written notice in advance. We may provide such notice in the manner described in Paragraph 21 below or by email to any Email Address we provide to you; or

15.2.24 Insurance. You fail for any reason to comply fully with the provisions of Paragraph 13 above. You fail to obtain and maintain insurance with the insurance company we require. You fail to obtain or maintain the minimum insurance we require. You fail to name us as an additional insured. You fail to obtain such insurance from a company meeting our minimum requirements; or

15.2.25 Refund. You fail for any reason to pay any refund to a customer, as required by law, regulation, or this Agreement, including Paragraph 8.6 above; or you fail for any reason to pay any refund to any Public Entity or any Public Entity student; or

15.2.26 Accreditation. You fail for any reason to apply to become accredited or you fail to maintain your accreditation, as required by this Agreement; or

15.2.27 Copyright. You use or permit any of your employees or agents to use any College Board or Khan Academy materials in connection with any services you provide at your HLC. Such services include preparation for the SAT, ACT, standardized exams, and state exams.

15.3 **Cross default.** Any default by you under any other agreement between us or our affiliates as one party and you or any of your Owners or any of your or their affiliates as the other party that is so material as to permit us to terminate, or declare a default under, such other agreement will be deemed to be a default of this Agreement, and we will have the right, at our option, to terminate this Agreement, effective immediately upon notice to you or at such later time as indicated in such notice.

15.4 **Reservation of rights; limits.** In connection with any default by you, we reserve all rights, including litigation, enforcement of personal guarantees, referral to collections or credit agencies, and termination of franchise rights. The description of any default in any Franchisor notice to you will not preclude us from specifying additional or supplemental defaults in any action or proceeding under this Agreement.

15.5 **Limitation of services or benefits; collection agencies**

15.5.1 You agree that, if you owe us any past-due amount or if you are in receipt of a notice of default issued either (a) under Paragraph 15.1 above or (b) under Paragraph 15.2 above and you have not cured within the time period required or permitted in such notice, then we have the right, in our sole and absolute discretion, to enforce personal guarantees, refer to collection agencies, and refer to credit agencies; and, in addition, we have the right, in our sole and absolute discretion, temporarily or permanently, fully or partially, to limit, curtail, or remove any services or benefits provided or required or permitted to be provided to you under this Agreement or under any other agreement between you and us, including each of the following:

A. Training. To refuse to permit any of your Owners and employees to attend any training we offer or conduct, including any initial training, periodic or occasional training, meetings, workshops, or convention; and to refuse to permit you, your Owners, and your employees to use our Online Training Facility; and
B. Training and Technology Services. To terminate or limit your right to use some or all Training and Technology Services; to refuse to provide you with any modifications, additions, or deletions to the Training and Technology Services; and to refuse to provide you with advice about the Training and Technology Services; and
C. eTutoring. To terminate or limit your right to use some or all eTutoring; and

D. Contract Services. To terminate or limit your right to use some or all of Contract Services; and
E. Materials. To refuse to sell, license, or to furnish to you, or to deny or limit your access to, any materials owned by us or licensed by us from third parties, whether such materials are in electronic or non-electronic form, including educational and other materials, and our advertising and promotional materials; to refuse to provide you with any modifications, additions, or deletions to any of the foregoing; and to refuse to provide you with advice about any of the foregoing; and
F. Advice. To refuse to provide you any advice about the operation of the Franchised Business or delivery of Huntington Services, eTutoring, and Contract Services; and
G. Manuals. To refuse to provide you with any access to any of the Huntington Manuals; and to refuse to provide you with any updates, modification, or advice about them; and
H. Confidential Information. To refuse to provide you with any access to any Confidential Information and Copyrighted Works; and
I. Approval of non-Huntington products. To refuse to approve your use of any product or service not in Brand Standards; and to withdraw any approval previously provided to you to use any product or service not in Brand Standards; and
J. Website. To deny or limit your access to the Websites, our Networking Media Sites, and any extranet sites we own or maintain; and to hide, remove, or delete any information about the Franchised Business from the Websites, our Networking Media Sites, and from any extranet sites we own or maintain; and
K. Email Address. To terminate or limit your right to use some or all the Email Addresses; to refuse to provide you with any modifications, additions, or deletions to them; and to refuse to provide you with advice about them; and
L. Licenses. To terminate or limit your rights under any licenses we grant to you, including licenses for Video Chat Software; and
M. Testing Materials and Curricula. To terminate or limit your right to use some or all of our Testing Materials and Curricula; and to refuse to provide you with advice about them; and
N. Proprietary instructional programs. To terminate or limit your right to use some or all of our proprietary math, study skills, writing, phonics, and Test Prep programs; and to refuse to provide you with advice about them; and
O. Call Center. To terminate or limit your right to use some or all of the Call Center; to refuse to provide you with any modifications, additions, or deletions to it; and to refuse to provide you with advice about it; and
P. Virtual Testing. To terminate or limit your right to use some or all of Virtual Testing; to refuse to provide you with any modifications, additions, or deletions to it; and to refuse to provide you with advice about it; and
Q. Conference Services. To terminate or limit your right to use some or all of Conference Services; to refuse to provide you with any modifications, additions, or deletions to it; and to refuse to provide you with advice about it; and
R. Franchisor Technology. To terminate or limit your right to use some or all of Franchisor Technology; to refuse to provide you with any modifications, additions, or deletions to it; and to refuse to provide you with advice about it; and
S. Platform. To terminate or limit your right to use some or all of the Platform that we require or permit you to use; to refuse to provide you with any modifications, additions, or deletions to it; and to refuse to provide you with advice about it; and
T. Added Software. To terminate or limit your right to use some or all of any Added Software that we require or permit you to use; to refuse to provide you with any modifications, additions, or deletions to it; and to refuse to provide you with advice about it; and

U. eCurricula. To terminate or limit your right to use some or all eCurricula we require or permit you to use; to refuse to provide you with any modifications, additions, or deletions to it; and to refuse to provide you with advice about eCurricula; and

V. Exclusive Area. To reduce the geographic size of the Exclusive Area in any manner, either temporarily or permanently, at our sole discretion.

W. Kick Start Marketing Program. To terminate, either temporarily or permanently, the Kick Start Marketing Program.

15.5.2 Reinstate. You agree that we may reinstate at any time any services or benefits removed, curtailed, refused, or limited under this Paragraph 15.5 in our sole and absolute discretion and you hereby agree to accept immediately any such reinstatement of them; and, if we reinstate any services or benefits, we have no obligation to provide you any service or benefit previously removed, curtailed, refused, or limited pursuant to this Paragraph 15.5.

15.5.3 Fees. You agree that, if we limit any services or benefits under this Paragraph 15.5, you must continue to pay timely all fees and payments required under this Agreement and any other agreement between you or any of your affiliates and us and any of our affiliates, including any fees associated with services or benefits we remove, curtail, refuse, or limit. You will have no right to a refund of, or credit for, any fees paid for such services or benefits.

15.5.4 No constructive termination. You agree that our exercise of our rights under this Paragraph 15.5 will not be deemed a constructive termination of this Agreement or of any other agreement between you or any of your affiliates and us, and will not be deemed a breach by us of any provision of this Agreement or of any provision of any other agreement between you or any of your affiliates and us or any of our affiliates.

15.5.5 Waivers; indemnification. You acknowledge and agree to the following: (a) We will not be liable for any loss, expense, or damage you or the Franchised Business incur because of any action we take under this Paragraph 15.5; and (b) we are not obligated to reimburse or compensate you in any way for any service or benefit removed, curtailed, refused, or limited under this Paragraph 15.5; and (c); and you must indemnify and hold harmless the Franchisor Entities in the manner provided in Paragraph 19 below from and against all claims, demands, losses, obligations, and damages of every kind and nature resulting or arising, directly or indirectly, from any action we take under this Paragraph 15.5.

15.5.6 No waiver of our rights. Nothing in this Paragraph 15.5 constitutes a waiver of any of our rights or remedies under this Agreement or at law or in equity or under any other agreement between you and us, including the right to terminate this Agreement under Paragraph 15.

15.5.7 Third Party Costs. You agree to pay us all Third Party Costs we incur in connection with our exercise of any right under this Paragraph 15.5, including those Third Party Costs in connection with reinstating such services and benefits.

15.6 **Termination of Supporting Services**. You have no right to terminate the Call Center License. If you are a New Franchisee in full compliance with the Agreement and Huntington Manuals you may terminate the Virtual Testing License or Conference Services License upon 30 days’ prior written notice to us any time after two years after the Opening Date, providing in the 12 full months prior to your notice the sum of your Huntington Revenue and your eTutoring Revenue exceeds the minimum amount provided in Paragraph 6.24 above. If you are a Transfer Franchisee or Renewal Franchisee in full compliance with the Agreement and Huntington Manuals, you may terminate the Virtual Testing License or Conference Services License upon 30 days’ prior written notice to us any time after two years after the Agreement Date, providing in the 12 full months prior to your notice the sum of your Huntington Revenue and your eTutoring Revenue exceeds the minimum amount provided in Paragraph 6.24 above. We have the right, but not the obligation, to terminate the Call Center License effective immediately upon 10 days’ written notice to you for any reason or no reason. We have the right, but not the obligation, to terminate the Conference Services License effective immediately upon 10 days’ written notice to you for any reason or no reason. We have the right, but not the obligation, to terminate the Virtual Testing License effective immediately upon 10 days' written notice to you for any reason or no reason. If we terminate the Call Center License, we will have no further obligation to you in connection with the Call Center. If we terminate the Conference Services License, we will have no further obligation to you in connection with Conference Services. If we terminate the Virtual Testing License, we will have no further obligation to you in connection with Virtual Testing.

15.7 **Termination of Kick Start Marketing Program.** We may terminate the Kick Start Marketing Program upon 10 days' prior written notice to you; and, if we terminate it, we will refund any unused payment you made to us for this program, less any amount you owe us. You may not terminate the Kick Start Marketing Program.

15.8 **Termination of Marketing Communication Program.** We may terminate the Marketing Communication Program upon 10 days' prior written notice to you; and, if we terminate it, we will refund your Marketing Communication Program deposit less any amount you owe us. You may not terminate the Marketing Communication Program.

15.9 **Termination of eTutoring License or Contract Services License**. We have the right to terminate the eTutoring License upon 10 days' prior written notice to you if (a) you or any of your affiliates owe us or any of our affiliates any past due amounts in excess of $5,000; or (b) you or any of your affiliated HLCs are in receipt of an uncured default notice; or (c) you have not provided any eTutoring during any twelve-month period. We have the right to terminate the Contract Services License upon 10 days' prior written notice to you if (a) you or any of your affiliates owe us or any of our affiliates any past due amounts in excess of $5,000; or (b) you or any of your affiliated HLCs are in receipt of an uncured default notice; or (c) you have not provided any Contract Services during any twelve-month period. If we terminate the eTutoring License, you will have no right to provide eTutoring and we will have no further obligation to you in connection with eTutoring. If we terminate the Contract Services License, you will have no right to provide Contract Services and we will have no further obligation to you in connection with Contract Services. You have no right to terminate the Huntington Services License, eTutoring License, or the Contract Services License.

16 YOUR OBLIGATIONS UPON TERMINATION OR EXPIRATION

16.1 **Obligations upon termination or expiration of this Agreement**

16.1.1 Immediately upon termination or expiration of this Agreement for any reason and without any notice from us, you agree to perform each of the following at your sole cost:

A. Cease operations. You must cease operating the Franchised Business and cease offering Huntington Services, eTutoring, and Contract Services; and

B. Marks and System. Your right to use the Marks and System will terminate. You must cease using the Marks and System. If you operate any brick and mortar, online, or other business at any time at any domestic or foreign location, you must not use the Marks or System in any manner whatsoever in connection with such other business or the promotion thereof. If you operate any brick and mortar, online, or other business at any time at any domestic or foreign location, you must not use the Marks or any reproduction, counterfeit, copy, or colorable imitation of the Marks in any manner whatsoever, either in connection with such other business or the promotion thereof, that, in our sole and absolute discretion, may possibly cause confusion, mistake, or deception, or that, in our sole and absolute discretion, may possibly dilute our rights in or to the Marks. Your failure to comply with the terms of this Paragraph 16.1.1.B will cause us irreparable harm, and we will have the right to injunctive relief requiring you to comply with the requirements of this Paragraph 16.1.1.B, in addition to any other remedies we may have under this Agreement, at law or in equity; and

C. Huntington Manuals, Confidential Information, Copyrighted Works. Your right to access and use the Huntington Manuals, Confidential Information, and the Copyrighted Works will terminate. You must not use, or disclose to others, in any manner or at any time, the Huntington Manuals and anything in them. You must not use, or disclose to others, in any manner or at any time, any of our Confidential Information. You must not use, or disclose to others, in any manner or at any time, and any of our Copyrighted Works. Within 5 days of the expiration or termination of this Agreement for any reason and without further notice from us, you must return to us each of the Huntington Manuals and Copyrighted Works and all paper, electronic, and other copies, summaries, and extracts from and of them; and you must return to us all material containing any Confidential Information, Copyrighted Works, and all paper, electronic, and other copies, summaries, and extracts from and of any of them. You must return all the foregoing, even if such items were made in violation of this Agreement. You must retain no copy or record of any item described in this Paragraph 16.1.1.C, except for your copy of this Agreement, any correspondence between you and us, and any other documents you reasonably need for compliance with applicable law. Your failure to return to us any of the materials or data described in this Paragraph 16.1.1.C will cause us irreparable harm, and we will have the right to injunctive relief requiring you to comply with the requirements of this Paragraph 16.1.1.C, in addition to any other remedies we may have under this Agreement, at law or in equity; and

D. Cease using services. You agree to each of the following: (a) Your right to use in any manner the services and products we provide to you under this Agreement will terminate. You must cease using all such services and products. Such services and products include Huntington Services, eTutoring, Contract Services, Franchisor Technology, Supporting Services, Testing Materials and Curricula, and eCurricula; and (b) You must cease using any unauthorized services or products you developed, employed, acquired, or licensed in connection with the Franchised Business, even if you developed, employed, acquired, or licensed such services or products in violation of this Agreement; and (c) You irrevocably waive for all time any claim or right for (1) compensation by us or any of our affiliates you may have for any services or products we provided to you under this Agreement or otherwise; and (2) any refund from us or any of our affiliates for any services or products we provided to you under this Agreement or otherwise; and (3) for compensation by us or any of our affiliates you may have for any services or products you claim we should have provided, but did not provide; and

E. Phone numbers, email, website. You must cease using all telephone numbers you use in connection with the Franchised Business. You must cease using all telephone numbers listed in all electronic and non-electronic directories in connection with the Franchised Business, whether using any of the Marks or otherwise. Such directories include telephone directories, white pages, and the internet. You must cease using the Phone Number and must take such actions as may be necessary or as we require to terminate your use or access to the Phone Number. You must cease using the Website, Email Addresses, our Networking Media Sites, and our Domains. You must cease using any websites, web pages, email addresses, Networking Media Sites, and Domains, whether or not authorized by us, you use or used in connection with the Franchised Business; and

F. Technology. You must cease using all Franchisor Technology. You must return to us all copies of the Franchisor Technology and all related documentation, or, at our written direction, must destroy all such copies and documentation and execute and deliver to us a certificate of destruction on our then-current form; and

G. No representation. You must not represent that you are or were operating a HLC or that you are or were our franchisee; and

H. Prompt compliance. You agree that time is of the essence in your complying with each of the provisions of this Paragraph 16.1. You must comply fully and timely with all provisions this Paragraph 16.1 and all provisions of this Agreement that survive its termination and expiration, including the non-compete covenants in Paragraph 17 below; and

I. Payment. You must pay us all amounts you and any of your affiliates owe us and our affiliates under this Agreement and under all other agreements between you or any of your affiliates and us or any of our affiliates. These amounts include all amounts for Royalty, Huntington Advertising Fund Fees, Contract Services Advertising Fund Fees, Training and Technology Fees, Supporting Services fees, fees in connection we with services we provide to you, and any other amounts you owe us under this Agreement; and

J. Reports. You must submit to us all reports required under this Agreement; and

K. Signs. You must remove all signs, trade dress, and other things inside and outside the Premises that display to the public, your employees, your customers, and your students that the Premises was a HLC; and

L. Customers. You must notify all your present and former Public Entities, customers, and students, including Public Entity customers and students, in writing that you no longer operate a HLC, that you have no rights to the Marks and System, and that you have no rights to offer any Huntington Services, eTutoring, or Contract Services. You must contemporaneously deliver a copy of such notice to us. We have the right, but not the obligation, to notify any or all your present and former Public Entities, customers, and students, including Public Entity customers and students, in any manner (including phone, email, text, and mail) that you no longer operate a HLC, that you have no rights to the Marks or System, and that you have no rights to offer any Huntington Services, eTutoring, and Contract Services. We have the right, but not the obligation, for any reason to contact any or all your prospective, present, and former Public Entities, students, and customers, including Public Entity customers and students, in any manner (including phone, email, text, and mail) at any time and from time to time. We have the right to offer and provide such Public Entities, students, and customers any services and products, including Huntington Services, eTutoring, and Contract Services. You are not entitled to any compensation for any services or products we or our franchisees provide to such Public Entities, students, and customers or for any revenue we or our franchisees receive from such Public Entities, students, and customers. You must pay all refunds required under this Agreement and by law. You must refund all monies paid to you by your present and former customers, students, and Public Entities, including customers and students who paid partially or fully through or by a Public Entity, in advance for services that have not been rendered and, as a result of the termination or expiration of this Agreement, will not be rendered to such customers and students. You must provide us proof satisfactory to us that you have paid such monies to your present and former customers and students. You must give us the following in the manner and format we require: (a) A list of all present and former Public Entities with which you conduct or formerly conducted business showing their names, the names of all those responsible for payment for services, all their physical and email addresses, and all their phone numbers; and (b) A list of all present and former customers and students, including Public Entity customers and students, showing their names, the names of all those responsible for payment for services, all their physical and email addresses, and all their phone numbers; and (c) List of all amounts each such Public Entity, customer, and student paid to you; and (d) List of all charges each such Public Entity, customer, and student incurred; and

M. Landlord, utilities, and vendors. You must notify each of your landlords, including your Premises Landlord, and each of your utility companies and vendors in writing using the then-current version of our form to inform them that this Agreement has expired or been terminated. This form is called Notification that the Undersigned Is No Longer Operating a Huntington Learning Center® Business; the current version is in Exhibit E; and

N. Trademarks. You must take such actions as may be necessary or as we require in writing to cancel any trademark or any assumed name registration or equivalent registration you obtained that contains any of the Marks and you must furnish us with evidence satisfactory to us of your compliance. You must take such actions, even if such trademarks, assumed name registration, or equivalent registration were made in violation of this Agreement. We have the right to cancel any such assumed name registration or equivalent registration; and

O. Indemnification. You must indemnify and hold harmless the Franchisor Entities in the manner provided in Paragraph 19 below from and against all claims; demands; losses; obligations; and damages of every kind and nature resulting or arising, directly or indirectly, from any action we take under this Paragraph 16.1.1; and

P. Assignments. We may provide the notices in this paragraph in the manner described in Paragraph 21 below or by email to any Email Address we provide to you. Upon our written notice to you, you must (a) assign to us or our designee any interest you have in the Premises Lease; and (b) assign to us or our designee any customer and student contracts, information, and related materials we request; and (c) assign to us or our designee any Public Entity leases, contracts, information, and related materials we request; and (d) you must direct each telephone company servicing any of the Franchised Business telephones to transfer all such telephone numbers to us or our designee; and (e) you must direct each email and Internet provider servicing the Franchised Business to transfer all such email addresses and Internet facilities to us or our designee; and (f) you must direct each utility company servicing the Franchised Business to transfer its service to us or our designee; and

16.1.2 Changes to the Premises. Upon our written notice to you, you must change the Premises and its trade dress (including interior and exterior signage, paint colors, carpeting, furniture, and fixtures) within the time period and manner we require to distinguish the Premises from its former appearance and from any HLC. We may provide such notice in the manner described in Paragraph 21 below or by email to any Email Address we provide to you; and

16.1.3 Right to Audit. In connection with termination or expiration of this Agreement for any reason, we have the right, but not the obligation, to conduct an Audit at your sole cost; and

16.1.4 Our remedies. If you fail or refuse to comply with any requirements of this Paragraph 16.1, we will have the right at any time to enter upon the Premises, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such changes as may be required, at your sole expense; and

16.1.5 Attorney-in-fact. For all time, you irrevocably appoint us or our nominee to be your attorney-in-fact coupled with an interest, with power of substitution, to execute and to file for you or on your behalf any relevant document to accomplish the acts contemplated in this Paragraph 16.1. We have the right to file an original counterpart or a copy of this Agreement with each such persons and legal entities (including your customers, students, Public Entities, the Premises Landlord, your telephone companies, your email and Internet providers, your vendors, and your utility companies) and with any court, agency, or person as written evidence of the appointment by you of us or our nominee to be your attorney-in-fact; and

16.1.6 Your execution. You agree you will execute, re-execute, and cause any others involved in the franchise, including the Owners and Guarantors, to execute and re-execute any document or instrument signed in connection with the expiration or termination of the franchise that was incorrectly signed, as well as any document or instrument that should have been signed at or prior to the signing of the documents or instruments in connection with the expiration or termination of the franchise, but that was not so signed and delivered. You agree to deliver all such documents and instruments to us. You agree to comply fully at your sole cost with our written request to comply with this Paragraph 16.1.6 within fifteen days after your receipt of such request. You and we agree that electronic signatures will be valid and binding on you and all such parties, including your Owners, Guarantors, and agents. We may provide notices under this Paragraph 16.1.6 in the manner described in Paragraph 21 below or by email to any Email Address we provide to you; and

16.1.7 Costs. You agree to pay every person and legal entity, including your customers, students, Public Entities, Public Entity students, Premises Landlord, telephone companies, email and Internet providers, your vendors, and your utility companies, any amount or compensation required by such person or legal entity to accomplish the acts we require under this Paragraph 16.1 or to us promptly upon written notice, if we pay any such amount or compensation. We may provide such notice in the manner described in Paragraph 21 below or by email to any Email Address we provide to you. You agree to indemnify and hold harmless the Franchisor Entities and their nominees in the manner provided in Paragraph 19 below in connection with all claims, liabilities, compliance costs, and damages incurred by the indemnified parties as a result of all matters associated with actions we or our agents or nominees undertake or attempt under this Paragraph 16.1. You agree to pay us all Third Party Costs we incur in connection with this Paragraph 16.1.

16.2 **Our option to purchase.** At no time do we have any obligation to buy or buy back any product, service, license, or asset you may have leased, acquired, purchased, or licensed in connection with the Agreement, Premises, or Franchised Business, whether or not you leased, acquired, purchased, or licensed any such asset at our direction or from us or our affiliates. You agree to use your best efforts to cooperate with us in achieving the goals of this Paragraph 16.2. We may provide all notices under this Paragraph 16.2 in the manner described in Paragraph 21 below or by email to any Email Address we provide to you.

16.2.1 Branded items. Upon termination or expiration of the Agreement for any reason, we have the option to notify you in writing that we wish to purchase from you any or all of the assets of the Franchised Business that are uniquely identified with us, including branded computers, branded furniture, branded equipment, branded signs, branded furnishings, branded fixtures, branded curricula, and branded inventory.

16.2.2 Due to your default. Upon termination of this Agreement due to your default, we have the option to notify you in writing that we wish to purchase from you any or all of the assets of the Franchised Business, including those branded items in Paragraph 16.2.1 above and non-branded computers, non-branded furniture, non-branded equipment, non-branded signs, non-branded furnishings, non-branded fixtures, non-branded curricula, and non-branded inventory.

16.2.3 Payment amount. You agree that, if we exercise any option under this Paragraph 16.2, you must deliver to us at your sole cost the assets we identify at a sales price equal to the depreciated value of such assets, where depreciation is applied according to then-current Internal Revenue Service rules. If any such asset is fully depreciated, you and we agree we may purchase such asset at no cost. You and we agree that the sales price calculated under the preceding sentences in this Paragraph 16.2.3 is equal to the market or appraised value at which a bona fide third party would be willing to purchase such assets and will fairly compensate you for our purchase of such assets. If we purchase any asset from you under this Paragraph 16.2, we have the right to set off all amounts due from you. If you decline to agree to the sales price calculated in the manner described in this Paragraph 16.2.3 within 10 days of our notice to you demanding you sell us certain assets, then we have the right to designate an independent appraiser. Such appraiser's determination of the appropriate sales price will bind you and us. If we designate an independent appraiser, we have no obligation to purchase any assets, including the assets appraised by such appraiser, from you. You and we will bear the cost of the appraisal equally. You agree to pay us all Third Party Costs (except the cost of the appraisal) we incur in connection with our exercise of the options in this Paragraph 16.2.

16.3 **Goodwill**. Immediately upon termination or expiration of this Agreement for any reason and for all time you irrevocably waive any right for compensation by us, our affiliates, and any other party that you may have for any right or goodwill you may have acquired as a result of your use of the Marks or System.

16.4 **Liquidated damages.** If this Agreement is terminated at any time due to your default hereunder, then you will promptly pay us a lump sum payment (as damages and not as a penalty) for breaching this Agreement in an amount equal to: (a) the sum of the following: a month's Training and Technology Fee plus the average monthly Royalty, average monthly Huntington Advertising Fund Fee, and average Contract Services Advertising Fund Fee paid or payable by you over the 12-month period immediately preceding the date of termination; (b) multiplied by the lesser of 36 months or the number of months then remaining in the Term. If this Agreement is terminated due to your failure to begin operating your Franchised Business for any reason or if this Agreement terminates before the Franchised Business has been open for 12 months, then the preceding calculation is replaced by the following calculation: the lump sum payment is equal to (x) the sum of the following: a month's Training and Technology Fee identified in Paragraph 6.5 above, minimum Royalty identified in Paragraph 6.3 above, and minimum Huntington Advertising Fund Fees identified in Paragraph 6.3 above; (y) multiplied by 36 months. You acknowledge that a precise calculation of the full extent of the damages we will incur upon termination of this Agreement because of your default is difficult to determine and that this lump sum payment is reasonable in light of the damages we will incur for your premature termination of this Agreement. This lump sum payment will be in lieu of any damages we may incur as a result of your default, but it will be in addition to all other amounts provided in this Paragraph 16.4, and other costs and expenses to which we are entitled under this Agreement, including Paragraph 19 below. You agree to pay us all Third Party Costs we incur in connection with our collection of payment for such damages. Your payment of this lump sum will not affect in any way our right to obtain injunctive relief and remedies to enforce this Paragraph 16.4 and the covenants set forth in Paragraph 10 and 17 hereof.

16.5 **Additional obligations upon termination due to your default.** If this Agreement is terminated for any default by you, then, in addition to all other payments you are required to make to us under this Agreement, you must pay us all damages and all Third Party Costs we incur in connection with the termination, all of which will be a lien in our favor against the assets owned by you (including the personal property, furniture, fixtures, furnishings, equipment, signs, fixtures, and inventory you own) and on the Premises at the time of this default. Such payment and lien will be in addition to any other relief available to us under this Agreement or at law or in equity.

16.6 **Survival of your obligations.** The expiration or termination of this Agreement for any reason will not relieve you of any of your obligations to us existing at the time of such expiration or termination, or terminate your obligations that, by their nature, survive the expiration or termination of this Agreement. The expiration or termination of this Agreement will be without prejudice to our rights against you. We have no obligation to inform you of your obligations upon any termination of this Agreement.

16.7 **Our rights upon termination.** Upon expiration or termination of this Agreement for any reason (a) we waive none of our rights, including our right to collect any payment you owe us under this Agreement and any other agreement between us and any of our affiliates and you and any of your affiliates; and (b) we have the right to use in any lawful manner or dispose in any lawful manner the Software Data, your HLC's advertised phone numbers, and any HLC email address we assigned to the Franchised Business.

16.8 **Obligations upon termination or expiration of the Call Center License**. Upon termination of the Call Center License for any reason, you must cease using the Call Center; and you must not use, or disclose to others, in any manner or at any time, the Call Center Standards and anything in it. You must return to us the Call Center Standards and all paper, electronic, and other copies, summaries, and extracts from it, even if such items were made in violation of this Agreement. For a period of two years from the date of expiration or termination of the Call Center License for any reason, you hereby unconditionally and irrevocably direct each telephone company servicing any Franchised Business telephone to remove remote call forwarding to the Call Center as of the date we request of all phone number(s) assigned to the Call Center. You agree to cooperate fully and timely with us and each such telephone company in accomplishing the removal of remote call forwarding. For all time, you hereby irrevocably appoint us or our nominee to be your attorney-in-fact coupled with an interest, and with power of substitution, to direct each such telephone company to accomplish the acts contemplated under this Paragraph 16.8 and to execute and to place any work order for you to accomplish these acts. We have the right to file an original counterpart or a copy of this Agreement with all telephone companies providing any service to the Franchised Business; and with any court, agency, or person as written evidence of the appointment by you of us or our nominee to be your attorney-in-fact with respect to the acts contemplated under this Paragraph 16.8. You agree to pay any entity, including telephone companies, any amount or compensation required by such entities to accomplish the acts required by us under this Paragraph 16.8, or to us immediately upon written notice, if we pay any such required amount. We may provide all notices under this Paragraph 16.8 in the manner described in Paragraph 21 below or by email to any Email Address we provide to you. You agree to pay us all Third Party Costs we incur in connection with this Paragraph 16.8. You agree to indemnify and hold harmless each of the Franchisor Entities in the manner provided in Paragraph 19.3 below in connection with any and all claims, losses, fees, costs, expenses, liabilities, compliance costs, and damages incurred by the indemnified parties as a result of all matters associated with this Paragraph 16.8.

16.9 **Obligations upon termination or expiration of the Virtual Testing License.** Upon termination of the Virtual Testing License for any reason, you must cease using Virtual Testing; and you must not use, or disclose to others, in any manner or at any time, the Virtual Testing Standards and anything in it. You must return to us the Virtual Testing Standards and all paper, electronic, and other copies, summaries, and extracts from it, even if such items were made in violation of this Agreement.

16.10 **Obligations upon termination or expiration of the Conference Services License.** Upon termination of the Conference Services License for any reason, you must cease using Conference Services; and you must not use, or disclose to others, in any manner or at any time, the Conference Services Standards and anything in it. You must return to us the Conference Services Standards and all paper, electronic, and other copies, summaries, and extracts from it, even if such items were made in violation of this Agreement.

16.11 **Obligations upon termination or expiration of the eTutoring License.** You agree that, immediately upon expiration or termination of the eTutoring License for any reason: (a) You must cease all eTutoring; you must pay all refunds, penalties, and other amounts you owe to each customer you serve in connection with eTutoring; and (b) You must pay us all amounts you owe us under the Franchise Agreement; and (c) You must submit to us all reports required in connection with eTutoring; and (d) Expiration or termination of the eTutoring License will not relieve you of any of your obligations to us existing at the time of such expiration or termination, or terminate your obligations that, by their nature, survive the expiration or termination of the eTutoring License. Expiration or termination of the eTutoring License will be without prejudice to our rights against you; and (e) You must pay to us or our designee all related damages and Third Party Costs; and all Third Party Costs and any damages will be a lien in favor of us against the assets owned by you (including the personal property, furniture, fixtures, furnishings, equipment, signs, fixtures, and inventory owned by you) at your Franchised Business at the time of such default. Such payment and lien will be in addition to any other relief available under the Franchise Agreement or at law or in equity; and (f) For all time, you irrevocably waive any claim or right for compensation by us or any of our affiliates that you may have for any services or products we provided to you under this Agreement or otherwise in connection with eTutoring; and for all time, you irrevocably waive any right for any refund from us or any of our affiliates for any services or products we provided to you under this Agreement or otherwise in connection with eTutoring.

16.12 **Obligations upon termination or expiration of the Contract Services License.** You agree that immediately upon expiration or termination of the Contract Services for any reason: (a) You must cease all Contract Services; you must pay all refunds, penalties, and other amounts you owe to each Public Entity and each customer you serve in connection with each Public Entity; and you must comply with each Public Entity's requirements regarding termination and that survive its termination; and (b) You must notify in writing each Public Entity with which you do business or propose to do business of the termination of your right to provide Contract Services; and (c) You must comply with each Public Entity's requirements regarding termination; and (d) You must pay us all amounts you owe us under the Franchise Agreement; and (e) You must submit to us all reports required in connection with Contract Services; and (f) Expiration or termination of the Contract Services License will not relieve you of any of your obligations to us existing at the time of such expiration or termination, or terminate your obligations that, by their nature, survive the expiration or termination of the Contract Services License. Expiration or termination of the Contract Services License will be without prejudice to our rights against you; and (g) Upon our written request and in the manner we require, you must assign to us any interest you have in each Public Entity in which, or for which, you provide, have provided, or may provide Contract Services. You must pay each such Public Entity any amount or compensation required to accomplish such assignment, or to us, if we pay such amount. You must pay us all our related Third Party Costs. You irrevocably appoint us or our nominee to be your attorney-in-fact coupled with an interest, and with power of substitution, to execute and file for you any relevant document to accomplish the acts contemplated in this Paragraph 16.12. We have the right to file an original counterpart or a copy of this Franchise Agreement with each Public Entity and any court, agency, or person as written evidence of the appointment by you of us or our nominee to be your attorney-in-fact; and (h) You must pay to us or our designee all related damages and Third Party Costs; and all Third Party Costs and any damages will be a lien in favor of us against the assets owned by you (including the personal property, furniture, fixtures, furnishings, equipment, signs, fixtures, and inventory owned by you) at your Franchised Business at the time of such default. Such payment and lien will be in addition to any other relief available under the Franchise Agreement or at law or in equity; and (i) For all time, you irrevocably waive any claim or right for compensation by us or any of our affiliates that you may have for any services or products we provided to you under this Agreement or otherwise in connection with Contract Services; and for all time, you irrevocably waive any right for any refund from us or any of our affiliates for any services or products we provided to you under this Agreement or otherwise in connection with Contract Services.

17 COVENANTS

17.1 **Representations.** You represent and agree to each of the following: (a) We offer a unique and highly distinguishable way of doing business. You and each Owner will receive certain valuable information about Huntington Services, eTutoring, Contract Services, and the Franchised Business, including our development and operation and the System. We would not have given this information to you or them, without your execution of this Agreement. We developed this information over many years at great effort and expense and such information includes marketing techniques, operational procedures, business practices, and management methods not generally known. Neither you nor any of your Owners knew of any of these marketing techniques, operational procedures, business practices, or management methods before your execution of this Agreement and all will be of significant competitive advantage to you and them. All these marketing techniques, operational procedures, business practices, and management methods constitute valuable information, all of which are our trade secrets. (b) Before you signed this Agreement, you and each of your Owners conducted a complete and thorough independent investigation of us, the business franchised hereunder, this

Agreement, and each other document you signed concurrently with your signing this Agreement. This investigation included your opportunity to speak with independent professionals of your choice, including attorneys, accountants, consultants, real estate brokers, and insurance professionals; and the opportunity to speak with each of our franchisees. You read and fully understand this Agreement and each document that you signed concurrently with your signing this Agreement. You had the opportunity to ask us all your questions about us, this Agreement, each other document you signed concurrently with your signing this Agreement, and the business franchised hereunder and we answered each of your questions to your full and complete satisfaction. (c) You confirm that you and each of your Owners had limited or no experience in the business franchised hereunder or in opening or operating a tutoring or test prep business and that such experience, if any, was not comparable to that provided under the System. You determined and now confirm that it would be highly likely that, despite any investment of money, time, and effort by you and your Owners, neither you nor they could develop any systems and procedures that could be comparable to those provided in the System or be able to deliver any of the Huntington Services, eTutoring, or Contract Services. You determined and now confirm it would take considerable time and effort for you and your Owners to develop knowledge and experience in the business franchised hereunder comparable to that provided under the System. You determined and now confirm that gaining access to the marketing techniques, operational procedures, business practices, and management methods used in the System was and remains your primary reason for your execution of this Agreement. You determined and now confirm that the training in the System operation and the knowledge that will be imparted to you and your Owners are essential to the System operation and would not be so imparted, except for execution of this Agreement. (d) You and each of your Owners earned a livelihood before entering into this Agreement and have the skills to do so in the future if the non-competition provisions in this Paragraph 17 will be enforced against you or them. It is reasonable to impose the non-competition provisions in this Paragraph 17 upon you and your Owners, notwithstanding the presence or absence of any nearby HLCs, including those in the CoOp's geographic area or the market or state in which the Franchised Business is or will be located. All your representations in this Paragraph 17 will survive the expiration or termination of this Agreement, regardless of the cause for such expiration or termination.

17.2 **In-term covenant against competition.** Except as we otherwise approve by written notice in the manner described in Paragraph 21 below, you covenant and agree that, during the Term, you and all Owners will not, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity:

17.2.1 Divert or attempt to divert any present or prospective business or customer of any HLC to any competitor, by direct or indirect inducement or otherwise, or do or perform any other act injurious or prejudicial to the goodwill associated with the Marks or the System; or

17.2.2 Own, maintain, advise, invest in, operate, engage in, be employed by, be a consultant to, loan money to, provide any assistance to, be a franchisee of, or have any interest in (as owner, guarantor, or otherwise) any brick-and-mortar, online, in-home, at-home, or other business at any location (a) that is the same as, or similar to, the business franchised hereunder; or (b) that offers tutoring in reading, phonics, study skills, mathematics, or related areas; or (c) that offers courses or tutoring to prepare for state examinations, standardized entrance exams, the SAT, or the ACT; or (d) that offers courses or tutoring in academic subjects; or (e) that offers educational services or products the same as or similar to those offered in a HLC.

17.3 **Post-term covenant against competition.** Except as we otherwise approve by written notice in the manner described in Paragraph 21 below, you and your Owners will not, for a continuous uninterrupted period of two consecutive years commencing upon the latter of (a) any Transfer having the effect of (1) transferring this Agreement, or (2) changing control of you, or (3) changing the ownership of all or substantially all of the assets of the Franchised Business; or (b) termination or expiration of this Agreement (regardless of the cause for termination or expiration); or (c) a final order of a duly authorized court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to enforcement of this Paragraph 17.3, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with, any person or entity:

17.3.1 Divert or attempt to divert any present or prospective business or customer of any HLC to any competitor, by direct or indirect inducement or otherwise, or do or perform any other act injurious or prejudicial to the goodwill associated with the Marks or the System; or

17.3.2 Own, maintain, advise, invest in, operate, engage in, be employed by, be a consultant to, loan money to, provide any assistance to, be a franchisee of, or have any interest in (as owner, guarantor, or otherwise) any brick and mortar, online, in-home, at-home, or other business (1) (a) that is the same as, or similar to, the business franchised hereunder; or (b) that offers tutoring in reading, phonics, study skills, mathematics, or related areas; or (c) that offers courses or tutoring to prepare for state examinations, standardized entrance exams, the SAT, or the ACT; or (d) that offers courses or tutoring in any academic subject; or (e) that offers educational services or products the same as or similar to those offered in a HLC; and (2) which business is, or is intended to be, located within or serve customers or students within: (i) the Premises; or (ii) the Exclusive Area; or (iii) a radius of 25 miles from the Exclusive Area; or (iv) a radius of 25 miles from the Premises; or (v) a radius of 25 miles from any HLC.

17.4 **Exception.** Paragraph 17.3 above will not apply to your ownership of a less than 5% beneficial interest in the outstanding equity securities of any corporation which has securities registered under the Securities Exchange Act of 1934.

17.5 **Modification**. We have the right, but not the obligation, during the Term or afterwards, to reduce the scope of any covenant in this Paragraph 17 or any portion of any covenant in this Paragraph 17, without your consent, effective immediately upon receipt by you of written notice sent to you by us; and you agree to comply immediately with any covenant as so modified, which will be fully enforceable without regard to any other provision of this Paragraph 17.

17.6 **No defense.** You agree that the existence of any claim you or any of your affiliates may have against us or any of our affiliates, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the covenants in this Paragraph 17.

17.7 **Individuals' covenants.** You must obtain and furnish to us an executed Confidentiality Agreement from your spouse, the Owners, the spouses of the Owners, the spouses of the Guarantors, and each of your employees having access to any of our Confidential Information. The current version of our Confidentiality Agreement is in Exhibit B. If any provision of our Confidentiality Agreement conflicts with any law or regulation, including any National Labor Relations Board regulation, we have the right to strike that provision from our Confidentiality Agreement.

17.8 **Third Party Costs.** You must pay us all Third Party Costs we incur in connection with this Paragraph 17.

18 LAWS, PERMITS, AND TAXES

18.1 **Laws and regulations.** You agree to each of the following:

18.1.1 Before you signed this Agreement, you investigated, and became knowledgeable about all laws and regulations (including those laws and regulations in this Paragraph 18.1) applicable to the Agreement, Premises, Premises Lease, Public Entities, Franchised Business (and all of its aspects, including its advertising, marketing, operations, employees, students, and customers), technology employed in the Franchised Business, copyrights, and provision of Huntington Services, eTutoring, and Contract Services. Throughout the Term, you agree to comply fully and timely at your sole cost and expense with all present and future laws and regulations (including those laws and regulations in this Paragraph 18.1) applicable to the Agreement, Premises, Premises Lease, Public Entities, Franchised Business (and all of its aspects, including its advertising, marketing, operations, employees, students, and customers), technology employed in the Franchised Business, copyrights, and provision of Huntington Services, eTutoring, and Contract Services, and any Public Entity in connection with Contract Services. Throughout the Term and in connection with the Franchised Business and this Agreement, you agree to comply fully and timely at your sole cost and expense with each of the following:

A. All present and future federal, state, city, municipal, and local laws, regulations, rules, statues, ordinances, codes, building codes, zoning classifications, permits, and clearances applicable to the Agreement, Premises, Premises Lease, Public Entities, Franchised Business, and Huntington Services, eTutoring, and Contract Services; and
B. The Americans with Disabilities Act, as amended, and all similar present and future federal, state, municipal, and local laws and regulations; and
C. The Children's Online Privacy Protection Act of 1998, as amended, and all similar present and future federal, state, municipal, and local laws and regulations; and
D. The Family Educational Rights and Privacy Act of 1974, as amended, and all similar present and future federal, state, municipal, and local laws and regulations; and
E. All present and future laws and regulations concerning health, sanitation, building, utilities, Internet, telephone, building and sign permits, certificates of occupancy, construction, renovation, modification of the Premises, and solicitation by telephone, text, and email; and
F. All present and future laws and regulations concerning education, exam preparation, teaching, tutoring, teacher certification, learning center operation, tutoring operation, and test administration; and
G. All present and future laws and regulations concerning acceptance of credit cards, including the Payment Card Industry Data Security Standard and all similar present and future federal, state, municipal, and local laws and regulations; and
H. All present and future laws and regulations concerning loan and credit transactions and all other credit-related statutes, including the Equal Credit Act, as amended, Fair Debt Collection Practices Act, as amended, and Fair and Accurate Credit Transactions Act, as amended and all similar present and future federal, state, municipal, and local laws and regulations; and
I. All Applicable Data Privacy Laws and any other present and future laws and regulations concerning data security and Security Breaches that affect the Franchised Business; and
J. All present and future laws and regulations concerning data privacy, including all those that affect the safekeeping of student, parent, and customer information and regulations; and including all those present and future laws and regulations that apply to electronic marketing, including faxes, emails, text messaging, social media, and telemarketing; and
K. All present and future laws and regulations concerning the use and collection of consumer personal information, including the California Consumer Privacy Act (CPRA), as amended, and all similar present and future federal, state, municipal, and local laws and regulations; and
L. All present and future laws and regulations concerning employees, staffing, workman's compensation, unemployment insurance, safety rules and requirements, non-discrimination statutes, and record keeping; and
M. The Fair Labor Standards Act, as amended, Occupational Safety and Health Act, as amended, and Family and Medical Leave Act, as amended, and all similar present and future federal, state, municipal, and local laws and regulations; and
N. All present and future laws and regulations concerning money laundering and related activities, including the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, as amended, and the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001; and
O. All present and future laws and regulations concerning copyright, including the Copyright Law of the United States, as amended, and all international copyright laws; and
P. All present and future laws and regulations in connection with Contract Services and

Public Entities; and

Q. All present and future laws and regulations in connection with using the internet in connection with children under the age of 18.

18.1.2 Consumer and privacy laws

A. If any Applicable Data Privacy Laws apply to the Franchised Business or to Huntington Services, eTutoring, or Contract Services, then, whenever and to the extent either you or we operate as a "Processor", "Service Provider", a "Contractor", or in a similar capacity under any present or future Applicable Data Privacy Law (collectively, for purposes of this Paragraph 18.1.2, a "Processor"), then you as a Processor represent and warrant that:

1. Personal Data disclosed to Processor is disclosed only for the limited and specific purposes of exercising its rights and obligations under this Agreement; and
2. Processor must comply with Applicable Data Privacy Laws and provide the appropriate level of privacy and security protection as required by such Applicable Data Privacy Laws; and
3. Processor grants the other party as the data "Controller" or "Business" as defined by Applicable Data Privacy Laws, the right to take reasonable and appropriate steps to help ensure Processor uses any Personal Data in a manner consistent with its obligations under Applicable Data Privacy Laws; and
4. Processor will notify the data "Controller" or "Business" as defined by Applicable Data Privacy Laws if Processor becomes aware that it can no longer meet its obligations as a Processor under Applicable Data Privacy Laws; and
5. Processor grants the other party as the data "Controller" or "Business" as defined by Applicable Data Privacy Laws to take reasonable and appropriate steps upon written notice to Processor to stop and remediate unauthorized use of Personal Data; and
6. Except for the purpose of performing its rights and obligations under this Agreement, the Processor must not retain, use, combine, or disclose any Personal Data; and
7. The Processor must not sell, share, make available, or otherwise disclose any Personal Data to any third party for valuable consideration or for the purpose of performing cross-context behavioral or similar advertising; and
8. The Processor must not retain, use, or disclose Personal Data outside of the direct business relationship between you and us; and
9. The Processor must delete any Personal Data upon written request from the other party, unless Processor can prove to full reasonable satisfaction that such request is subject to an exception under applicable law; and
10. Processor permits the other party as the data "Controller" or "Business" as defined by Applicable Data Privacy Laws to monitor compliance with Personal Data obligations under this Paragraph 18.1.2, through measures mutually agreed upon by the parties; and
11. If Processor receives a customer information data request, such as a request to delete customer information, directly from a consumer, under Applicable Data Privacy Law, then Processor must notify the other party as the "Controller" or "Business" as defined by Applicable Data Privacy Laws and cooperate with the "Controller" or "Business" to allow the "Controller" or "Business" to meet its obligations under Applicable Data Privacy Laws.

B. You as a Processor certify an understanding each of the restrictions in Paragraph 18.1.2.A above and will comply fully with them. You acknowledge and agree that we may modify these restrictions at any time and from time to time by written notice to you by issuing updates to the Huntington Manuals and you agree to comply fully with such other or similar restrictions. You also agree to execute any addenda that we determine are required to conform this Agreement to new or changed present or future Applicable Data

Privacy Laws.

C. To the extent the Processor engages a third party to collect, use, sell, store, disclose, analyze, delete, modify, or to otherwise perform any processing of customer information for the Franchised Business, such engagement must be governed by a written contract that includes the same restrictions as in Paragraph 18.1.2.A above and imposes reasonable confidentiality obligations on such third party.

D. If any Applicable Data Privacy Laws apply to the Franchised Business or to Huntington Services, eTutoring, or Contract Services, then, whenever and to the extent either you or the Franchisor operates as a "Third Party", co-controller, or in a similar capacity under any present or future Applicable Data Privacy Law (collectively, for purposes of this paragraph, a "Co-Controller"), you represent and warrant that:

1. Personal Data disclosed to Co-Controller is disclosed only for the limited and specific purposes of exercising its rights and obligations under this Agreement and may not be used for any other purpose; and
2. Co-Controller must comply with Applicable Data Privacy Laws and provide the appropriate level of privacy and security protection as required by such Applicable Data Privacy Laws; and
3. Co-Controller grants the other party the right to take reasonable and appropriate steps to help ensure Co-Controller uses any Personal Data in a manner consistent with its obligations under Applicable Data Privacy Laws; and
4. Co-Controller will notify the other party if Co-Controller becomes aware that it can no longer meet its obligations under Applicable Data Privacy Laws; and
5. Co-Controller grants the other party to take reasonable and appropriate steps upon written notice to Processor to stop and remediate unauthorized use of Personal Data.

18.1.3 The list of laws and regulations in this Paragraph 18.1 is not meant to be inclusive of all laws and regulations (including federal, state, municipal, Public Entity, and local laws and regulations) that affect you, the Agreement, the Premises, the Premises Lease, the Franchised Business, Public Entities, technology employed in the Franchised Business, your advertising and marketing, your operations, your employees, your customers, and your provision of Huntington Services, eTutoring, and Contract Services now or in the future. Such laws and regulations change from time to time and federal, state, municipal, and local authorities continually introduce new and revised laws and regulations.

18.1.4 You agree to pay us all Third Party Costs we incur in connection with your compliance and non-compliance with all laws and regulations applicable to the Agreement, Premises, Premises Lease, Public Entities, Franchised Business (and all of its aspects, including its advertising, marketing, operations, employees, students, and customers), technology employed in the Franchised Business, and provision of Huntington Services, eTutoring, and Contract Services, including those laws and regulations in this Paragraph 18.1, as such laws and regulations may be changed, introduced, and revised from to time.

18.2 **Tax filings**. You must make timely filings of all tax, insurance, and other required returns and of all documents and reports required by such filings; and must pay when due all taxes and insurance amounts levied or assessed by them and on, and related to, this Agreement and the Franchised Business. You may contest any law, rule, ordinance, code, building code, zoning classification, permit, clearance, and regulation in accordance with applicable legal procedures, but you will never permit a tax sale or seizure by levy or execution or similar writ or warrant, or attachment by your creditor of you, this Agreement, the Franchised Business, or any assets of the Franchised Business.

18.3 **Taxes imposed on us.** You agree to each of the following: (a) If, at any time during the Term or afterwards, any present or future U.S. or other nation's federal, national, state, municipal, or local government, taxing, or other authority, wherever located, imposes any tax, levy, assessment, penalty, or interest on any payment you made or should have made to us or any tax, levy, assessment, penalty, or interest on us related in any manner to your business, gross receipts, net income, students, customers, Public Entities, employees, or services, then, in addition to all payments due to us, you must pay us within five days of our written notice to you such tax, levy, assessment, penalty, and interest, including any additional taxes, levies, assessments, penalties, and interest imposed on such additional amounts. (b) You agree to pay all present and future U.S. and other nation's federal, national, state, municipal, and local government, taxing, and other authorities, wherever located, taxes, levies, assessments, penalties, and interest (including sales, use, service, occupation, employment-related, excise, gross receipts, net income, property, and other taxes, levies, and assessments) that may be imposed on us as a result of our receipt or accrual of any fees we impose on you, including the Initial Franchise Fee, Training and Technology Initial Fee, Transfer Fee, Renewal Franchise Fee, Royalty, Huntington Advertising Fund Fees, Contract Services Advertising Fund Fees, Training and Technology Fees, Call Center fees, Virtual Training fees, Conference Services Monthly Use Fee, Virtual Conferencing fees, Coaching Services fees, Virtual Testing fees, and all other fees referenced in this Agreement and any other agreement between you and us (including whether assessed against us through withholding or other means or whether paid by us directly) and all other taxes, levies, assessments, penalties, and interest in this Paragraph 18.3, unless such tax, levy, assessment, penalty, or interest is credited against income tax otherwise payable by us; and you will pay to us (or to the appropriate government authority, as we require) within five days of written notice such additional amounts as are necessary to provide us, after taking such taxes, levies, assessments, penalties, and interest into account (including any additional taxes, levies, assessments, penalties, and interest imposed on such additional amounts), with the same amounts that we would have received or accrued had such withholding or other payment, whether by you or by us, not been required. (c) You agree to pay us all Third Party Costs we incur in connection with any payment you or we are required to make to any present and future U.S. or other nation's federal, national, state, municipal, or local government, taxing, or other authority under this Paragraph 18.3.

18.4 **Your responsibility to comply.** At all times during the Term, you agree it is your sole responsibility to investigate and to comply fully and timely at your sole cost with all former, present, and future laws and regulations applicable to you, the Agreement, the Premises, the Premises Lease, Public Entities, the Franchised Business, technology employed in the Franchised Business, your advertising and marketing, your operations, your employees, your customers, and your provision of Huntington Services, eTutoring, and Contract Services, including those laws and regulations in this Paragraph 18. You pay the costs of such investigation and compliance. At no time before the Agreement Date were we responsible to notify or inform you of the laws, regulations, and taxes in Paragraph 18 or your obligations under them. At no time during the Term are we responsible to notify or inform you of the laws, regulations, and taxes in Paragraph 18 or your obligations under them.

18.5 **Notices.** You must notify us in writing in the manner described in Paragraph 21 below within five days of the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other government instrumentality, that may adversely affect the operation or financial condition of the Franchised Business. Except as described in this Paragraph 18, we may provide all notices under this Paragraph 18 in the manner described in Paragraph 21 below or by email to any Email Address we provide to you.

19 INDEPENDENT CONTRACTOR; INDEMNIFICATION

19.1 **Relationship; control.** In all matters pertaining to this Agreement and the Franchised Business, you are, and will be deemed, an independent party. None of the Franchisor Entities have any fiduciary or trustee obligation to you or any of your affiliates under this Agreement or any other agreement between the Franchisor or any of its affiliates and you or your affiliates. You and we acknowledge and agree that, except as described in this Agreement, there is no fiduciary, special, or other relationship between you and any Franchisor Entity. You are not, and will not be deemed, an agent, legal representative, joint venturer, partner, or employee of any Franchisor Entity for any purpose whatsoever. No Franchisor Entity is liable for Your Acts or the debts or obligations of you, your affiliates, or your Owners. You and your affiliates and Owners and your and their agents and employees have no right in any oral or written agreement (including lease, customer agreement, and employee agreement) or other document to bind, obligate, or grant any rights against any Franchisor Entity in any way or for any reason; and you will not represent that you or they have any right to do so. You must conduct all your obligations in your own name and not in our name or the name of any of our affiliates. Except as provided in this Agreement, we have no right or authority, and expressly disclaim any actual or apparent right or authority, to each of the following: (a) To exercise any dominion or control over the Franchised Business; and (b) to exercise any dominion or control over the Premises or Premises Lease; and (c) to exercise any dominion or control over any contract or lease you may have with any Public Entity; and (d) to control or have access to your funds; or to control the expenditure of your funds; and (e) in connection with the Franchised Business (1) to hire or fire any of your employees; and (2) to supervise or control any of your employees' work schedules or conditions; and (3) to determine pay rate or method of payment for any of your employees; and (4) to maintain any of your employee's employment records.

19.2 **You are responsible for Your Acts**. You solely are responsible for Your Acts. You solely are responsible for all losses, damages, and liabilities to all your customers, employees, agents, vendors, and all others, all damage to property, and all physical and mental injury and illness and death of persons arising out of, or in connection with, Your Acts; and all fraudulent acts and practices committed by you, your Owners, your employees, agents, suppliers, and vendors in connection with all consumer transactions in, and related to, the Franchised Business. You agree we are, in no regard, a supplier in any consumer transaction conducted by you, your employees, agents, suppliers, or vendors.

19.3 **Your indemnification of the Franchisor Entities**

19.3.1 Causes of indemnification. For all time during the Term and after expiration or termination of this Agreement for any reason, you agree to indemnify and hold harmless the Franchisor Entities from and against all claims, demands, obligations, debts, damages, assessments, violations, interest, causes of action, lawsuits, liens, liabilities, and damages of every kind and nature whatsoever arising in any manner, directly or indirectly, out of or in connection with or incidental to the operation of the Franchised Business (regardless of cause or any concurrent, superseding, or contributing fault, liability, or negligence of or by any of the Franchisor Entities), your actions, neglect, willful act, omissions, or otherwise or any breach by you or your failure to comply with any of the terms or conditions of this Agreement, operation of the Franchised Business, contract or lease with any Public Entity, use of the Premises, and from each of the following: (a) Your Acts; and (b) Any default, breach, or violation by you of this Agreement; and (c) Any Transfer or attempted Transfer of this Agreement or of the Franchised Business; and (d) Any breach of your obligations related to the exercise of our right of first refusal in connection with any Transfer; and (e) Your design, construction, and use of the Premises; and (f) Your execution of, and compliance with, the Premises Lease; and (g) All aspects of your relationship with the Premises Landlord; and (h) Your advertising, marketing, and public relations and your use in any manner in any media of any advertising or promotional materials that you develop; and (i) Your use in any manner and in any media of any of our advertising or promotional materials that you modify or use in a manner that we do not authorize in writing; and (j) Any alleged or actual Security Breach at, or in connection with, the Franchised Business; and (k) Your use of technology employed in the Franchised Business, whether required or permitted by us or otherwise; and (l) Your use of any software and systems we require or permit you to use in connection with the Franchised Business (such software and systems include Franchisor Technology, Testing Materials and Curricula, Phone Number, and Email Addresses); and (m)Your use of any unauthorized software and systems in connection with the Franchised Business; and (n) Your use of systems or software we require or permit you to use in connection with the Franchised Business (including those systems in Paragraph 8.2 above); and (o) Your ACH Automatic Withdrawal Authorizations; and (p) Your actions in connection with your CoOp; and (q) Your actions in connection with any Public Entity for which you attempt to provide Contract Services or for which you entered into a contact or lease to provide Contract Services; and (r) Your employees, students, customers, agents, vendors, Public Entities, landlords (including the Premises Landlord) and utilities; and (s) Your payment or non-payment of any fee or amount to us and others, including your Premises Landlord, vendors, Public Entities, students, customers, employees, agents, utility companies, your CoOp, and the Ad Fund; and (t) Any violation or alleged violation of any law or regulation, including the laws and regulations in Paragraph 18.1 above, by you, the Franchised Business, the Premises, the Premises Lease, and your Owners, employees, and agents; and (u) Any negligence, omission, or willful act by you, your customers, your students, your agents, your vendors, your Public Entities, and your landlords; and (v) Any allegation or claim by any government or non-government authority, including the National Labor Relations Board, that any Franchisor Entity is an employer or a joint employer of any of your prospective, current, or former employees and any allegation, claim, mediation, arbitration, and litigation by Public Entities or government- or non-government-related individuals or entities (including your prospective, current, and former employees) in connection with any such allegation and claim; and (w) Any allegation or claim by any government or non-government authority, including the National Labor Relations Board, that any Franchisor Entity is responsible for any acts or omissions of any of your prospective, current, or former employees and any mediation, arbitration, and litigation by Public Entities or government- or non-government-related individuals or entities (including your prospective, current, and former employees) in connection with any such allegation or claim; and (x) Any allegation or claim that any Franchisor Entity is responsible for the acts or omissions of any of your prospective, current, or former customers or students and any mediation, arbitration, and litigation by Public Entities or government- or non-government-related individuals or entities (including your prospective, current, and former customers and students) in connection with any such allegation or claim; and (y) Any allegation or claim that any Franchisor Entity is responsible for your acts or omissions in connection with any of your prospective, current, or former customers or students and any mediation, arbitration, and litigation by Public Entities or government- or non-government-related individuals or entities (including your prospective, current, and former customers and students) in connection with any such allegation or claim; and (z) Any allegation or claim that any Franchisor Entity is responsible for the acts or omissions of any of your agents, vendors, Public Entities, or landlords (including the Premises Landlord) and any mediation, arbitration, or litigation by Public Entities or government- or non-government-related individuals or entities (including your agents, vendors, or landlords) in connection with any such allegation or claim; and (aa) Any allegation or claim that any Franchisor Entity is responsible for your acts or omissions in connection with any of your agents, vendors, Public Entities, or landlords (including the Premises Landlord) and any mediation, arbitration, or litigation by Public Entities or government- or non-government-related individuals or entities (including your agents, vendors, or landlords) in connection with any such allegation or claim; and (ab) Any allegation or claim that any Franchisor Entity is responsible for your acts or omissions in connection with your modification of our recommended student lesson plans, our recommended curricula, and of any of our recommended number of student instructional hours and any mediation, arbitration, and litigation by Public Entities or government- or non-government-related individuals or entities in connection with any such allegation or claim.

19.3.2 Your indemnification of us under this Paragraph 19.3 is deemed to include not only the specific liabilities or obligations with respect to which such indemnity is provided, but also all Third Party Costs and all costs and expenses of any judgement or settlement relating thereto, whether or not any such liability or obligation has been reduced to judgment.

19.3.3 We will not indemnify or compensate you, and we will not be liable for any loss, expense, or damage you incur, in connection with any damage or expense you or others incur in connection with Paragraph 19.3.1 above or in connection with any of your customers, students, employees, landlords (including the Premises Landlord), or Public Entities.

19.3.4 Procedure. You agree to comply with the procedure in this Paragraph 19.3.4 whenever you are required under this Agreement to indemnify and hold harmless any of the Franchisor Entities.

A. If you receive a notice that a claim has been, or you believe a claim may be, filed about any matter covered by this Agreement, including this Paragraph 19.3, you must notify us in the manner described in Paragraph 21 below within five days of the date you receive, or come to believe of, such claim. Immediately upon the date you receive, or come to believe of, such claim, you must assume immediately the defense thereof at your sole cost and expense. At your sole cost and expense, we will endeavor to cooperate with you and your counsel in the defense and any settlement of all such claims. In any event, we will have the right, through counsel of our choice, to control any matter to the extent it could directly or indirectly in any way or at any time affect any of the Franchisor Entities. We may defend, settle, arbitrate, and litigate such action in any manner we or our counsel deems appropriate and you must, within five days of written notice, pay us all amounts we pay in connection with such claim by reason of any settlement or judgement against us or any of our affiliates or franchisees or any of our or their successors or assigns or any of our or their officers, directors, employees, or agents or any other party. We may provide notices under this Paragraph 19.3 in the manner described in Paragraph 21 below or by email to any Email Address we provide to you. The fees, costs, and expenses of any such defense, arbitration, and litigation means the full and actual amounts of any defense, arbitration, or litigation in connection with the matters involved and will not be limited to “reasonable defense fees, costs, and expenses”, “reasonable arbitration fees, costs, and expenses”, “reasonable litigation fees, costs, and expenses”, “reasonable attorneys’ fees, costs, and expenses”, “reasonable accountants’ fees, costs, and expenses”, or “reasonable consultants’ fees, costs, and expenses” as defined by any federal, state, or local law, regulation, statute, or rule of court. Any such settlement or judgement means the full and actual amounts of any settlement or judgement rendered in connection with the matters involved and will not be limited to “reasonable settlement”, “reasonable judgement”, “reasonable fees, costs, and expenses”, “reasonable accountants’ fees, costs, and expenses”, “reasonable accountants’ fees, costs, and expenses”, or “reasonable consultants’ fees, costs, and expenses” as defined by any federal, state, or local law, regulation, statute, or rule of court or court or arbitrator decisions.

B. If we are notified by a third party of any claim that may give rise to a claim of indemnity hereunder, any failure by us to provide such notice to you will not be a default by us under this Agreement and will not release you from your indemnification obligations under this Paragraph 19.3, except to the extent you are actually and materially prejudiced by such failure.

19.4 **No liability for our related parties**. You agree that none of our past, present, or future board of directors; officers; trustees; incorporators; members; partners; stockholders; subsidiaries; affiliates; controlling parties; administrators; fiduciaries; entities under common control, ownership, or management; employees; employment benefit plans and/or pension plans or funds; executors; attorneys; insurers; reinsurers; agents; vendors, service providers and their successors and assigns individually and in their official capacities will have any liability to you for (a) any of our obligations or liabilities relating to, or arising from, this Agreement; or (b) any claim against us based on, in respect of, or by reason of, the relationship between you and us, or (c) any claim against us based on any alleged unlawful act or omission of ours.

19.5 **Costs and expenses**

19.5.1 For costs we pay. You agree to pay us promptly upon written notice any fees, costs, and expenses we or our affiliates pay, or become obligated to pay, on your behalf to any party, including any of your former, current, and future students, customers, landlords (including your Premises Landlord), utilities, contractors, vendors, and Public Entities, for any reason, including (a) for software programs developed, maintained, and licensed to you by others; and (b) to any vendor, Public Entity, utility, or software provider for software-related services or equipment, text services, email services, or computer-related services or equipment provided to you; and (c) to install, maintain, change, or improve the Phone Number in the manner required by such party; and (d) your use of the Training and Technology Services; and (e) your use of electronically-delivered curricula. We may provide such notice in the manner described in Paragraph 21 below or by email to any Email Address we provide to you. Any such fees, costs, and expenses means the full and actual amounts of such fees, costs, and expenses incurred in connection with the matters involved and will not be limited to "reasonable fees, costs, and expenses", "reasonable accountants' fees, costs, and expenses", "reasonable accountants' fees, costs, and expenses", or "reasonable consultants' fees, costs, and expenses" as defined by any federal, state, or local law, regulation, statute, or rule of court or court or arbitrator decisions.

19.5.2 You pay our Third Party Costs. You must pay us all Third Party Costs we incur in connection with this Paragraph 19. You must pay us all Third Party Costs we incur in connection with the following: (a) to issue any notice in connection with any default by you under this Agreement; and (b) to issue any notice in connection with any default by you or any of your affiliates under any other agreement between you and any of your affiliates and us and any of our affiliates; and (c) to enforce any rights under this Agreement or under any other agreement between you and any of your affiliates and us and any of our affiliates; and (d) to effect termination of this Agreement; and (e) to effect termination of any other agreement between you and any of your affiliates and us and any of our affiliates; and (f) to collect any amounts due under this Agreement; and (g) to collect any amounts due under any other agreement between you and any of your affiliates and us and any of our affiliates.

19.6 **Required statements.** You must indicate your independent ownership of the Franchised Business in the manner and with the frequency we require in all public records, employee-related documents, payroll-related documents, stationery, and checks. You must place the words "Independently Owned and Operated," or other words as we direct by written notice from time to time, in the Premises, on all your stationery, business cards, brochures, literature, advertisements, promotional material, signs, texts, emails, and materials and items using or displaying to the public any of the Marks. We may provide such notice in the manner described in Paragraph 21 below or by email to any Email Address we provide to you.

19.7 **Our business.** You acknowledge and agree that our usual business is the offering and licensing rights to operate franchised businesses using the Marks and System and providing assistance to franchisees. Accordingly, our usual business is different from your usual business of operating a retail HLC. You acknowledge and agree that we are not obligated to offer or license rights to you or others to operate any business, including a HLC. You acknowledge and agree that, except as provided in this Agreement, we are not obligated to develop enhancements to the System or to provide any assistance to you or any franchisee.

19.8 **Not refundable; survival**. No amount you pay us in connection with this Paragraph 19 is refundable. You agree this Paragraph 19 will survive expiration or termination of this Agreement for any reason.

20 APPROVALS AND WAIVERS

20.1 **Approvals.** Whenever this Agreement requires our prior approval or consent, you agree to make a timely written request to us for such approval or consent, and you must obtain such approval or consent in writing solely from one of our corporate officers. You agree that, except as otherwise specifically stated herein, we have the absolute right to exercise our own judgement on various matters about this Agreement and the Brand Standards, and have the right to approve, disapprove, give our consent, and refuse our consent to your requests in our sole and absolute discretion. You agree we have the absolute right to refuse to grant any approval or consent permitted or required in this Agreement, if you owe us any past-due amount, if you are in default of this Agreement, or if you or any of your affiliates are in default of any agreement between you and any of your affiliates and us and any of our affiliates. Any failure by us to respond to your request in a timely manner or within any time period required or permitted in this Agreement is not, and will not be construed as, a default under this Agreement. You agree that our action, refusal to act, approval, disapproval, consent, or refusal of consent is not, and will not be deemed, a representation, warranty, certification, or guarantee by us about that which is acted upon or refused to be acted upon or that which is approved or disapproved or that which is consented to or refused consent, or about any appropriateness, legality, profitability, or success related thereto. None of our acts, refusals to act, approvals, disapprovals, consents, or refusals of consent is, or will be deemed, a guarantee, warranty, or representation that you, your employees, the Franchised Business, or any aspect of your business complies with, or meets, any law, regulation, or tax, including those referenced in Paragraph 18 above.

20.2 **Reasonable business judgement.** Whenever we reserve discretion in a particular area or where we agree to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise reasonable business judgement in making our decision or exercising our rights. Our decisions or actions will be deemed to be the result of reasonable business judgement, even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the System generally, even if the decision or action also promotes our or our affiliates' financial or other individual interests or promotes one franchisee's or one group of franchisees financial or other interests over your interests. Examples of items that will promote or benefit the System include enhancing the value of the Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the System.

20.3 **Binding effect.** Upon your and our execution of this Agreement, this Agreement will bind, and inure to the benefit of, you and us and your and our permitted heirs, executors, personal representatives, successors, and assigns.

20.4 **Waiver or reduction of obligation.** Either you or we may by written notice unilaterally waive or reduce any obligation of, or restriction upon, the other under this Agreement effective upon delivery of such notice or upon any other effective date stated in such notice. If you or we provide such notice, then you and we must provide it in the manner described in Paragraph 21 below. Any such waiver we grant must be signed by one of our corporate officers and will not prejudice any of our other rights and will be subject to our continual review, and we retain the right to revoke such waiver at any time, effective upon delivery to you of written notice of revocation.

20.5 **WAIVER OF CONSUMER RIGHTS**. DURING THE TERM OF THIS AGREEMENT AND FOR ALL TIME AFTERWARDS, YOU WAIVE ANY AND ALL RIGHTS YOU MAY HAVE UNDER ALL PRESENT AND FUTURE FEDERAL AND STATE CONSUMER RIGHTS LAWS AND REGULATIONS AND UNDER ALL PRESENT AND FUTURE FEDERAL AND STATE LAWS AND REGULATIONS THAT GIVE CONSUMERS SPECIAL RIGHTS OR PROTECTIONS. WE MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF YOUR CONSENT TO YOUR WAIVER OF YOUR CONSUMER RIGHTS. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE HAD FULL AND ADEQUATE OPPORTUNITY TO CONSULT WITH, AND BE ADVISED BY, COUNSEL OF YOUR OWN CHOOSING ABOUT THE TRANSACTION GOVERNED BY THIS AGREEMENT AND SPECIFICALLY ABOUT THE TERMS OF THIS PARAGRAPH 20.5,

WHICH CONCERNS THE WAIVER OF CONSUMER RIGHTS BY YOU. YOU AGREE YOUR REPRESENTATIONS WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

20.6 **Your budget and bank accounts**. Except as specifically provided in this Agreement, we have no authority to approve your Franchised Business's budget or to control your bank accounts.

20.7 **Right to disclose; right to obtain credit report.** You agree we have the right for any business purpose from time to time, without any compensation to you, to use, disclose, and disseminate to any party any report, document, and information we may have obtained by any means whatsoever about the Franchised Business, you, all Owners, all Guarantors, and all signatories to this Agreement, including the following: (a) any confidential or other application you or your Guarantors or Owners submitted to us in connection with your application to become our franchisee or to apply for a loan; and (b) your Franchisee Description Form; and (c) this Agreement and any other agreement between you or any of your affiliates and us or any of our affiliates; and (d) any report or information you furnished to us under this Agreement or the Huntington Manuals or that we obtain from you or any other party about you or the Franchised Business or that we develop from data you submitted to us or any franchisee or other party; and (e) any correspondence, including any letter, text, email, voicemail, video, or notice, that we sent to you or that you sent to us any time before and any time after you signed this Agreement; and (f) all Franchised Business phone numbers, email addresses, and physical addresses; and all phone numbers, email addresses, and physical addresses of you and your Guarantors and Owners and their contents; and (g) your and your Guarantors' and Owners' names and images; and (h) your and your Guarantors' and Owners' financial information (including profit and loss statements), operating information, results of inspections, and business records; and (h) any application, contract, and lease you executed in connection with Contract Services. Such parties include federal, state, municipal, and local government agencies; former, current, and prospective franchisees; prospective buyers and sellers of the Agreement, Franchised Business (or any portion thereof), or any assets of you or the Franchised Business; your former, current, and prospective vendors; your former, current, and prospective landlords (including current and former Premises Landlords); your former, current, and prospective students and customers; your former, current, and prospective financial institutions; your CoOp; other CoOps; our affiliates; the Huntington Advertising Fund, the Contract Services Advertising Fund; collection agencies, and credit agencies. You agree we have the right from time to time and without compensation to you, to obtain a credit report and background check of you, each of your Owners, and each of your Guarantors. Our rights under this Paragraph 20.7 will survive the expiration or termination of this Agreement and the death or incapacity of you and any Owner.

20.8 **Use of name, image, voice.** You hereby consent to the following for any marketing or business purpose, which consent will survive the expiration or termination of this Agreement and the death or incapacity of you and any of your Owners: The use, from time to time, by us and our affiliates and our and their licensees and franchisees, with no compensation to you or your Owners of (a) your and each Owner's names, images, and voices, and any written, spoken, or videotaped statements by you and your Owners; and (b) photographs, videos, and any electronic record of you and your Owners, the Premises, and the Franchised Business. You agree to cooperate fully with each of the foregoing.

20.9 **No Waivers**. No failure or delay by us in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.

20.10 **Rights and remedies.** Our rights and remedies in this Agreement are in addition to all other rights and remedies that may be granted by law. Our rights under this Agreement are cumulative. Our actions or failure to act will not constitute a waiver of any term or condition of this Agreement for any preceding or succeeding breach, or a waiver by us of our right, at any time afterwards, to require exact and strict compliance with this Agreement. Such actions and failures to act include any exercise by us of any right under this Agreement, our acceptance of any payment or report from you or from others on your behalf, any training we offer or conduct, any in-person or virtual visits we conduct to your Franchised Business, any advice we provide to you, and any communication we have with you. No exercise or enforcement by us of any right or remedy under this Agreement will preclude the exercise or enforcement by us of any other right or remedy under this Agreement or that we are entitled by law to enforce. Our failure to terminate this Agreement under its terms is not, and will not be construed to be, a waiver of, and does not affect, our absolute right to terminate this Agreement under its terms. You agree our enforcement of, or failure to enforce, any term of any franchise or other agreement with any of our franchisees will not waive or inhibit our right to enforce the terms of this Agreement or any other agreement between you and any of your affiliates and us and any of our affiliates. You agree that our course of conduct or action with respect to you or any of our other franchisees will in no way be a defense to our enforcement of this Agreement.

20.11 **Your prompt performance.** You agree that, if you are required under this Agreement to perform, or cease performing, any action, you will do so promptly and within the time period and in the manner required by this Agreement, or, if permitted or required under this Agreement, within the time period and in the manner we direct by written notice; and you will so perform at your sole cost and expense; we may provide such notice in the manner described in Paragraph 21 below or by email to any Email Address we provide to you. You agree that, if you are required under any federal, state, municipal, or local law or regulation to perform, or cease performing, any action, you will do so promptly and within the time period and in the manner required by such law or regulation, or, if permitted or required under such law or regulation, within the time period and in the manner required under such law or regulation; and you will so perform at your sole cost and expense. You agree to pay us all Third Party Costs we incur in connection with such performance, or cessation of performance.

20.12 **No requirement to notify you.** Unless required to the contrary under this Agreement or by applicable law or regulation, we are not obligated to notify you of any requirement or time period to perform or cease performing any action. Any notice we give of any requirement or time period to perform that is not required under this Agreement or applicable law or regulation will not impose on us any future obligation to provide any such or similar notice.

20.13 **Delay in our performance.** You agree that any delays in our performance of our duties under this Agreement not due to our fault or not under our reasonable control, including fire, flood, natural disasters, pandemic, riot, war, acts of terrorism, boycott, strike, act of God, government act or order, and civil disorder, will not be deemed a default under this Agreement; and you agree to extend the period of time within which we are obligated to so perform for the period of such delay or such other period of time as we require by written notice to you. We may provide such notice in the manner described in Paragraph 21 below or by email to any Email Address we provide to you. The foregoing will not excuse prompt payment of any fees, amounts, penalties, or interest you owe us under this Agreement.

20.14 **Release.** Unless permitted by applicable law, you agree neither you nor any of your Owners or Guarantors will have any right to withhold or delay providing to us any Release required or permitted under this Agreement on any grounds, including due to (a) any claim or counter-claim by you, any of your Owners, or any of your affiliates under this Agreement or any other agreement between you or any of your affiliates and us or any of our affiliates; or (b) our delay in demanding you provide any Release required or permitted under this Agreement. You agree we have the right to require you execute a Release, if, after the Agreement Date, we provide you with any material right or other benefit not provided to you in this Agreement. Whenever you or your Owners or Guarantors are required to execute a Release upon your exercising a right under this Agreement, you agree that such requirement is a material condition to your execution of such right. The Release is a document that is separate and distinct from this Agreement.

20.15 **Modification by us**. Any modification, consent, approval, authorization, or waiver granted hereunder by us required to be effective by signature will be valid only if in writing and executed by an officer of the Franchisor.

21 NOTICES

21.1 Unless otherwise specifically provided in this Agreement, all notices to you and us during the Term and afterwards must be in writing and must be sent to the other party by registered or certified mail, postage fully prepaid, return receipt requested, or sent by commercial delivery service (such as UPS or Federal Express), other means that affords the sender evidence of delivery, attempted delivery, or rejected delivery, addressed to such party's address for notices or at any other address that you or we designate in writing. Except as expressly provided hereunder, no notices hereunder may be sent by text, email, eFax, or telefax. You must not designate any address for notices that is a post office box. Notices will be deemed delivered and received on the earliest of actual receipt; 5 business days after placement in the U.S. mail; or one business day after mailing, if placed in the U.S. mail or a courier service for next business day delivery.

21.2 Your address for notices is in Table 2, above. Unless you notify us to the contrary in the manner required by this Paragraph 21, we also have the right to send notices to the Premises address and any address you or any of your Owners supplied to us before or after the Agreement Date.

21.3 Our address for notices is 496 Kinderkamack Road, Oradell, New Jersey 07649, attention Co-chair.

21.4 You must send all notices to us using the English language. We have the right to send all notices to you using the English language or any other language.

22 ORGANIZATION OF FRANCHISEE

22.1 **Partnership Franchisee.** If you, including any of your successors or assignees, are a partnership, you must comply with the following requirements: You must furnish us with a copy of your current partnership agreement as well as such other documents as we may request, with certification that the documents are complete and in full force. If your partnership agreement does not provide that the transfer of interests or issuance of additional interests is restricted by this Agreement, you must amend the applicable documents with the Amendment Agreement, the current version of which is in Exhibit C, or another amendment agreement satisfactory to us in form and substance, to so reflect such restriction. Upon our written request, you must deliver a copy of the executed amendment, with all necessary resolutions and ratifications to us.

22.2 **Limited liability company Franchisee.** If you, including any of your successors or assignees, are a limited liability company, you must comply with the following requirements: You must promptly furnish to us copies of your articles of organization, your operating agreement, and other governing documents, and any amendments thereto, with certification that the documents are complete and in full force. If your articles of organization or operating agreement, as applicable, do not provide that the transfer of interests or issuance of additional interests is restricted by this Agreement, you must amend the applicable documents with the Amendment Agreement, the current version of which is in Exhibit C, or another amendment agreement satisfactory to us in form and substance, to so reflect such restriction. Upon our written request, you must deliver a copy of the executed amendment, with all necessary resolutions and ratifications to us.

22.3 **Corporate Franchisee.** If you, including any of your successors or assignees, are a corporation, you must comply with the following requirements: Copies of your articles or certificate of incorporation, bylaws, and other governing documents, and any amendments thereto, including the resolution of the board of directors authorizing entry into this Agreement, must be promptly furnished to us with certification that the documents are complete and in full force. If your articles or certificate of incorporation and bylaws, as applicable, do not provide that the transfer of interests or issuance of additional interests is restricted by this Paragraph 22.3, you must amend the applicable documents to so reflect such restriction. Such amendment must be in form and substance satisfactory to us and, upon request, you must deliver a copy of the amendment, with all necessary resolutions and ratifications to us. You must maintain stop-transfer instructions against the transfer on your records of any equity securities; and each of your stock certificates must have conspicuously endorsed upon its face a statement in a form satisfactory to us that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon assignments by this Agreement. The requirements of this Paragraph 22.3 must not apply, however, to a publicly held corporation. You must cause each share of stock to bear the following legend on its face, printed conspicuously and legibly and completed with the applicable date:

> The transfer of this certificate of stock is subject to the terms and conditions of a franchise agreement, dated ____________________ with Huntington Learning Centers, Inc., which restricts the transfer of any stock of this corporation, except as provided in such franchise agreement. Similar restrictions are set forth in the Articles/Certificate of Incorporation and Bylaws of this corporation.

22.4 **Domicile.** If the Franchisee is a legal entity, such as a partnership, limited liability company, or corporation, then such entity must be domiciled in a United States' state or the District of Columbia. Such entity must not be domiciled in Alaska, Hawaii, North Dakota, or South Dakota, unless the Franchised Business is to be located in one of these states. Such entity must not be domiciled in any United States' territory, providing, however, if the Franchised Business is to be located in a United States' territory, it may be domiciled in the territory in which it is to be located.

22.5 **Certificate of incorporation; certificate of good standing.** You must provide us with true and accurate copies of the following documents within five days after the date we send you any written notice requesting such documents in the manner provided in Paragraph 21 above or by email to any Email Address we provide to you: your certificate of incorporation, by-laws, partnership documents, charter, and formation documents and a certificate from your state's Secretary of State attesting to your good or other standing in your state.

23 ENTIRE AGREEMENT

23.1 **Entire agreement.** This Agreement and all its exhibits constitute the entire, full, and complete agreement between you and us with reference to its subject matter. This Agreement supersedes all prior and contemporaneous negotiations, understandings, representations, and agreements, oral or written, about this Agreement's subject matter. This Agreement supersedes all prior agreements and representations having influenced you to execute this Agreement. There are no representations, inducements, promises, or agreements, oral or otherwise, between you and us not embodied herein that are of any force or effect with reference to this Agreement or otherwise. Our obligations to you are confined exclusively to this Agreement. Any right granted to you by us as to the subject matter hereof is described solely in, and limited to, this Agreement.

23.2 **Modification.** Except for those specifically permitted by this Agreement to be made unilaterally by us or you hereunder, no amendment, change, or variance from this Agreement will be binding on either party, unless mutually agreed to by the parties and executed in writing by your authorized officers or agents and by at least one of our corporate officers; nothing in this Agreement or in any related agreement between you and us is intended to disclaim the representations in our Franchise Disclosure Document. Notwithstanding the previous sentences in this Paragraph 23.2, if, in our sole determination, there is a conflict between the standards in the Brand Standards any Public Standards, then we have the right, but not the obligation, to reduce your rights or obligations under this Agreement, without your consent, effective immediately upon your receipt of written notice; and you must comply immediately with any so modified right and obligation, which will be fully enforceable under the terms of this Amendment; we may provide such notice in the manner described in Paragraph 21 above or by email to any Email Address we provide to you.

24 APPLICABLE LAW; FORUM; DISPUTE RESOLUTION

24.1 **Applicable law; forum**. You and we agree: This Agreement will be interpreted, construed, and governed in accordance with the laws of the state of Delaware, except for such state's conflict-of-law rules. The New Jersey Franchise Practices Act will not apply to this Agreement. Except as otherwise provided herein, any action, whether or not arising out of, or relating to, this Agreement, whenever and wherever incurred, whether vested or contingent, whether in law or in equity, whether directly, representatively, derivatively, or in any other capacity, brought by you or any Owner against us must be brought in the judicial district in which we have, at the time of commencement of such action, our principal place of business. We have the right to commence an action against you in any court of competent jurisdiction. You and we hereby waive all objections to personal jurisdiction or venue for the purpose of carrying out the purposes of this Paragraph 24.1. Nothing in this Paragraph 24.1 will be deemed to prevent any party to such action from removing the action from state court to federal court. This Paragraph 24.1 supersedes and governs any contrary obligation about applicable law and forum under any prior or other agreement between you or any of your affiliates and us or any of our affiliates.

24.2 **Your claims; your required mediation**. Notwithstanding any other provision of this Agreement, neither you nor your Owners have any right to make any claim against any Franchisor Entity at any time in any manner other than the manner described in this Paragraph 24.2.

24.2.1 If you have any claim against any Franchisor Entity, including any claim related to Transfer or expiration or termination of the Agreement, any claim that we failed to meet any obligation under this Agreement or at law, defaulted under this Agreement, or did not perform under this Agreement in any manner, then you must notify us of this claim.

24.2.2 You must submit your notice to us in writing in the manner required in Paragraph 21 above. Your notice must describe the claim, provide an opportunity to cure, describe the manner in which you request we cure, and provide a cure period of at least 60 days within which we may cure such alleged default. If your notice is not in writing or does not (a) describe the claim, and (b) provide an opportunity to cure, and (c) describe the manner in which you request that we cure, and (d) provide a cure period of at least 60 days, then your notice will be deemed to be deficient, not a claim upon which we are required to act, not an actionable claim, not grounds for you seeking any remedy under this Agreement or otherwise, and not grounds for termination by you of this Agreement.

24.2.3 If your notice complies with Paragraph 24.2.2 and we do not cure in the manner and within the time period you demand in your notice, then, before you commence any legal proceeding against any Franchisor Entity, you must submit your claim to in-person, non-binding mediation. If you do not submit your claim to such mediation within 30 days after expiration of the time period within which you demand we cure, then you will have evidenced conclusively that you have no claim against any Franchisor Entity; and you will have evidenced conclusively that any claim you may have had is not a claim upon which we are required to act, is not an actionable claim, is not grounds for you seeking any remedy under this Agreement or otherwise and is not grounds for termination by you of this Agreement; and you will be deemed to have waived any right you may have had to initiate any future claim against any Franchisor Entity for the same or similar cause.

24.2.4 Any mediation permitted under this Paragraph 24.2 must be conducted at our headquarters before one mediator. The mediator must be selected, and must conduct mediation, in accordance with the commercial mediation rules of the American Arbitration Association or any successor organization as determined solely by us. No statement made by you or us in any mediation proceeding and no evidence submitted during, or in connection with, any mediation proceeding will be admissible in any legal proceeding. Each party will pay its own costs of the mediation, but will share the cost of the mediator equally.

24.2.5 If you submitted your claim to mediation, as provided in this Paragraph 24.2, and you do not pay your portion of the mediator's costs within ten days after you receive the mediator's invoice, you will have evidenced conclusively that you have no claim against any Franchisor Entity; and you will have evidenced conclusively that any claim you may have had is not a claim upon which we are required to act, is not an actionable claim, is not grounds for you seeking any remedy under this Agreement or otherwise and is not grounds for termination by you of this Agreement; and you will be deemed to have waived any right you may have had to initiate any future claim against any Franchisor Entity for the same or similar cause.

24.2.6 If you submitted your claim to mediation as provided in this Paragraph 24.2 and you and we do not resolve your claim through mediation within 90 days after selection of a mediator, then you may file a legal action for such claim.

24.2.7 If you do not file a legal action for such claim within 30 days after conclusion of the mediation proceeding, then you will have evidenced conclusively that you have no claim against any Franchisor Entity; and you will have evidenced conclusively that any claim you may have had is not a claim upon which we are required to act, is not an actionable claim, is not grounds for you seeking any remedy under this Agreement or otherwise and is not grounds for termination by you of this Agreement; and you will be deemed to have waived any right you may have had to initiate any future claim against any Franchisor Entity for the same or similar cause.

24.2.8 This Paragraph 24.2 supersedes and governs any contrary obligation about your claims against any Franchisor Entity under any prior or other agreement between you or any of your affiliates and us or any of our affiliates.

24.3 **Waiver of certain rights.** You waive the right to: (a) enforce any oral agreement, promise, warranty, or representation not in this Agreement: and (b) amend, modify, or suspend any provision of this Agreement: and (c) stay the effectiveness of any expiration or termination of this Agreement or any other agreement between you or any of your affiliates and us or any of our affiliates or any pending expiration or termination thereof; and (d) seek damages against us because we insisted upon execution of a Release; and (e) seek damages against us because we gave or refused our consent or approval under this Agreement. Neither you nor we may litigate or seek to litigate as a representative of, or on behalf of, any other person, class, or entity any dispute, controversy, or claim of any kind arising out of, or relating to, this Agreement, the rights and obligations of the parties, the sale of the franchise, Huntington Advertising Fund, Contract Services Advertising Fund, Huntington Advertising Fund, Inc., or other claims or causes of action relating to the performance, directly or indirectly, of either party to this Agreement, Huntington Advertising Fund, Huntington Advertising Fund, Inc., or Contract Services Advertising Fund.

24.4 **Franchisor affiliates**. You agree that no past, present, or future director, officer, employee, incorporator, member, partner, stockholder, subsidiary, affiliate, controlling party, entity under common control, ownership or management, vendor, service provider, agent, insurance company, accountant, attorney, or representative of us will have any liability for (a) any obligation or liability of us relating to, or arising from, this Agreement; (b) any claim against us based on, in respect of, or by reason of, the relationship between you and us; or (c) any claim against us based on any alleged unlawful act or omission of us.

24.5 **NO CLASS OR CONSOLIDATED ACTIONS. NO ACTION OR PROCEEDING UNDER THIS AGREEMENT MAY ADD AS A PARTY, BY CONSOLIDATION, JOINDER, OR IN ANY OTHER MANNER, ANY PERSON OR PARTY OTHER THAN YOU AND US AND ANY PERSON IN PRIVITY WITH, OR CLAIMING THROUGH, IN THE RIGHT OF, OR ON BEHALF OF, YOU OR US, UNLESS BOTH YOU AND WE CONSENT IN WRITING. WE HAVE THE ABSOLUTE RIGHT TO REFUSE SUCH CONSENT FOR ANY REASON OR NO REASON.**

24.6 **LIMITATION ON CLAIMS.** YOU AND WE AGREE THAT ALL CLAIMS BY YOU AGAINST US ARISING OUT OF, OR RELATING TO, DIRECTLY OR INDIRECTLY, THE MAKING OF, INTERPRETATION OF, OR PERFORMANCE, DIRECTLY OR INDIRECTLY, UNDER THIS AGREEMENT MAY NOT BE COMMENCED BY YOU, UNLESS BROUGHT PURSUANT TO THE TERMS OF THIS PARAGRAPH 24 AND UNLESS BROUGHT

BEFORE THE EARLIER OF (1) THE EXPIRATION OF ONE YEAR AFTER THE ACT, TRANSACTION, OR OCCURRENCE UPON WHICH SUCH CLAIM IS BASED; OR (2) ONE YEAR AFTER THIS AGREEMENT EXPIRES OR IS TERMINATED FOR ANY REASON. YOU AGREE THAT ANY CLAIM OR ACTION NOT BROUGHT BY YOU WITHIN THE PERIODS REQUIRED UNDER THIS PARAGRAPH 24.6 WILL FOREVER BE BARRED AS A CLAIM, COUNTERCLAIM, DEFENSE, OR SET OFF.

24.7 **WAIVER OF TRIAL BY JURY.** YOU AND WE AGREE TO WAIVE A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING, WHETHER AT LAW OR IN EQUITY, ABOUT ANY AND ALL ISSUES THAT ARISE OUT OF, CONCERN, OR RELATE TO, THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT, YOUR OR OUR PERFORMANCE, DIRECTLY OR INDIRECTLY, UNDER THIS AGREEMENT, OR OTHERWISE, DURING THE TERM OF THIS AGREEMENT AND AFTERWARDS. YOU AND WE MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF YOUR AND OUR CONSENT TO THE WAIVER OF A TRIAL BY JURY. YOU AND WE AGREE THAT YOUR REPRESENTATIONS WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

24.8 **Limitation on remedies.** For all time you waive to the fullest extent any right to, or claim for, any punitive, speculative, exemplary, incidental, indirect, special, or consequential damages against each Franchisor Entity arising out of any cause whatsoever that arises out of, concerns, or relates to, the making of, interpretation of, or performance under, directly or indirectly, this Agreement, whether such cause is based in contract, negligence, strict liability, other tort, or otherwise, including your claim or counterclaim that we unreasonably gave, withheld, or delayed our consent or approval to anything.

24.9 **No exclusive remedy.** No right or remedy conferred upon or reserved to you or us by this Agreement is intended to be, nor will be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each will be cumulative of every other right or remedy.

24.10 **Specific performance.** Notwithstanding any other provision of this Agreement, we have the right to seek specific performance of any of your obligations under this Agreement or injunctive relief against any conduct that will cause us loss or damage, under customary equity rules, to prevent a breach or threatened breach of this Agreement without the need to show monetary damages and without posting a bond. Such conduct includes any use by you relating to the Marks, the System, the Huntington Manuals, or our Confidential Information and any violation by you of Paragraphs 9, 10, 16, or 17 hereof. An application for such a remedy will not be deemed an election or a waiver of any other remedy under this Agreement or at law or in equity. We may file an original counterpart or a copy of this Agreement with any court as written evidence of your consent to the issuance of injunctive relief.

24.11 **Recovery of costs and fees.** Except as otherwise specifically provided for herein, in any judicial or administrative action, order, or proceeding hereunder involving you and us during the Term and for all time thereafter, the prevailing party will be entitled to recover its out-of-pocket costs and expenses, including all court costs and attorneys’, accountants’, and consultants’ fees, costs, and expenses. Attorneys’, accountants’, and consultants’ fees or costs mean the full and actual amounts of any legal, accounting, and consulting services rendered in connection with the matters involved and will not be limited to “reasonable attorneys’ fees and costs”, “reasonable accountants’ fees and costs”, or “reasonable consultants’ fees and costs” as defined by any federal, state, or local law, regulation, statute or rule of court or court or arbitrator decisions.

25 SEVERABILITY, CONSTRUCTION

25.1 **Severability.** Each article, paragraph, subparagraph, term, condition, and covenant of this Agreement and all portions of them are considered severable. If, for any reason, any provision of this Agreement or any portion of any provision of this Agreement is or is determined to be unconscionable or unenforceable or invalid, contrary to, or in conflict with, any applicable law or regulation, or rule in a final unappealed ruling issued by any court, agency, or tribunal with valid jurisdiction in an action or proceeding to which we are a party, that ruling will not impair the operation of, or have any other effect upon, any other portion of this Agreement, all of which will remain binding on you and us and will continue to be given full force and effect. Any invalid portion will be deemed not to be a part of this Agreement as of the date on which the ruling becomes final, if you are a party to this action or proceeding, or on your receipt of notice of non-enforcement from us. You agree to be bound by any promise or covenant imposing the maximum duty permitted by law that is subsumed within the terms of any provision hereof, as though it were separately articulated in, and made a part of, this Agreement, that may result from striking from any of the provisions hereof any portion or portions that a court or agency having valid jurisdiction may hold to be unreasonable and unenforceable in an unappealed final decision to which we are a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court or agency order.

25.2 **Submitted information.** You represent and agree (a) that all written information (including our confidential application, Franchisee Description Form, and any other form or application you submitted to us) you and each Owner submitted to us in connection with your application to become a franchisee is true and complete; and (b) we are entering into this Agreement relying on such information. You represent and agree that you are entering into this Agreement and make each representation in this Agreement of your own free will and volition and not under any economic, operational, or other threat, coercion, duress, or other cause brought or threatened by us or any other party.

25.3 **Document size.** You waive for all time the right to claim that any of the following is a defense in any claim we may have against you or any of your affiliates: (a) the number of pages in the Franchise Disclosure Document, this Agreement, and any other agreement between you and us; and (b) the length of the Franchise Disclosure Document, this Agreement, and any other agreement between you and us; and (c) a clause's position on a page in the Franchise Disclosure Document, this Agreement, and any other agreement between you and us; and (d) the manner, including DocuSign and any similar software, in which you sign this the Franchise Disclosure Document's receipt, this Agreement, and any other document or agreement between you and us.

25.4 **Survival.** Any provision or covenant in this Agreement that expressly or by its nature imposes obligations beyond the expiration, termination, or Transfer of this Agreement (regardless of cause for termination), will survive such expiration, termination, or Transfer, including Paragraphs 9, 10, 16, and 17 hereof.

25.5 **Construction**

25.5.1 Language. Article, paragraph, and subparagraph captions are for convenience only and are not part of this Agreement and do not define, limit, or construe their contents. The table of contents and Table 1 are for convenience only and are not part of this Agreement and do not define, limit, or construe this Agreement's contents. Words of any gender will include masculine, feminine, and neuter usages and, where the context requires, words in the singular or plural will include the other. The language in all parts of this Agreement will be construed simply according to its fair and plain meaning and not strictly for or against you or us. If any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision will have the meaning that renders it valid. You and we agree that in connection with a HLC, the word "operate" includes Huntington Services, eTutoring, and Contract Services; and all references to laws and regulations refer to present and future laws and regulations; and all references to government agencies and regulators refer to city, local, county, state, and federal government agencies and regulators; and all references to government agencies or regulators refer to all present and future government agencies or regulators; and all references to HLCs, franchisees, licensees, affiliates, agents, and third parties refer to present and future HLCs, franchisees, licensees, affiliates, agents, and third parties; and the word "data" includes data in all formats, including electronic and non-electronic formats; and the word "year" means a calendar year; and the word "day" means a calendar day; and the word "or" is not exclusive; and the words "herein", "hereof", "hereby", "hereto", and "hereunder" refer to this Agreement as a whole and not to any particular section or paragraph hereof; and the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; and all references to "dollars" and "$" refer to the legal currency of the United States.

25.5.2 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which, when taken together, shall constitute one and the same agreement.

25.5.3 Electronic exchange and signature. This document may be exchanged electronically (by facsimile, e-mail or other means of electronic transmission) and may be signed electronically using a commercially acceptable and verifiable electronic signature tool, such as DocuSign.

25.5.4 Attachments. The attachments and exhibits referenced herein will be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. Unless otherwise indicated, all references to exhibits and attachments in this Agreement refer to those exhibits and attachments attached to this Agreement.

26 REPRESENTATIONS, ACKNOWLEDGMENTS

26.1 **Your representations, warranties, assurances, and acknowledgements.** For all time, you and each Owner, separately and jointly, represent and warrant to us as follows:

26.1.1 Your ability to enter into this Agreement. You represent and agree that the Franchisee is the person, persons, or legal entity identified in Table 2 of this Agreement. If more than one person or legal entity is described therein, each will be liable jointly and severally for your performance under this Agreement. No other person or legal entity, including the Huntington Advertising Fund, the Contract Services Advertising Fund, your CoOp, and any of your Owners or any Guarantor, is entitled to rely on, enforce, or obtain relief for, any breach of this Agreement by us, either directly or by subrogation. You are duly organized, validly existing, and in good standing under the laws of your state. You have full power, right, and authority to enter into, and perform your obligations under, this Agreement. Your execution, delivery, and performance of this Agreement have been duly and properly authorized in accordance with applicable law and your charter, certificate of incorporation, by-laws, partnership documents, and formation documents, as applicable. This Agreement constitutes your valid and binding obligation, enforceable against you in accordance with its terms. Your execution, delivery, and performance of this Agreement and the undertakings contemplated herein, do not and will not conflict with or result in, with or without the giving of notice or lapse of time or both, any violation of, or constitute a breach or default under, your charter, certificate of incorporation, by-laws, partnership documents, or formation documents or any resolution adopted by you or your board of directors or governing board and not rescinded. Your execution of this Agreement does not violate any term of any other agreement or commitment to which you or any of your affiliates are a party or to which any of your Owners or any Guarantor is a party. Your execution of this Agreement does not violate any term of any stockholder, partnership, or member agreement of any legal entity that is the Franchisee or of any amendment thereto.

26.1.2 Owner and spousal guarantee. Each Owner and each spouse of each Owner must execute and deliver to us our Guarantee Agreement. The current version of our Guarantee Agreement is in Exhibit A.

26.1.3 Individuals as Franchisee. If the Franchisee is two or more individuals, then these individuals are jointly and severally liable under this Agreement, and references to you in this Agreement include all such individuals.

26.1.4 Modification of Agreement. (a) You represent and agree you have not modified in any way any term or condition of this Agreement. If you have made any such modification, then you hereby agree that such modification is void, null, and of no effect as of the Agreement Date. (b) If you request we execute any Small Business Association or other government-related document that modifies any term of this Agreement and if we agree to your request, then you must (1) deliver to us a Release signed by you and each of your Owners and Guarantors, to the extent not prohibited by applicable law; and (2) pay us all Third Party Costs we incur in connection with our execution of such document.

26.1.5 You perform your obligations at your sole expense. You represent and agree you will perform all your obligations under this Agreement at your sole expense. These obligations include those obligations in connection with establishing and operating a Franchised Business and using the System, Huntington Services, eTutoring, Contract Services, Franchisor Technology, Supporting Services, Testing Materials and Curricula, Phone Number, and Email Addresses.

26.1.6 Exhibits and attachments. You represent and agree that you have read and verified the contents of this Agreement's Table 2 and all exhibits and attachments to this Agreement and their contents are true and correct.

26.1.7 Your changes to the System; ownership of changes. You agree to the following: Except as provided in Paragraph 8.7 above, you have no right to change the System in any manner. If you wish to change any aspect of the System, you must notify us in the manner described in Paragraph 21 above of the aspect of the System that you wish to change and the way you wish to change it. You must not implement any such change without our prior written consent, which we may refuse for any reason or no reason. We will own at no cost to us all ownership rights in any change you make, or propose to make, to the System, even if such change is made in violation of this Agreement. We have the right, but not the obligation, to use and incorporate any change you make or propose to make, without any compensation to you, into the System or in any way not prohibited by this Agreement.

26.1.8 English language. You agree (a) you are fluent in reading, writing, and speaking the English language; and (b) this Agreement is written in a language you understand fully and completely; and (c) we have the right to provide this Agreement and all other agreements and communications between you and us to you solely in the English language; and (d) we have the right to fulfill all our obligations owing under this Agreement and all other agreements between you and us, and to provide all aspects of the Franchised Business, solely in written or oral communication in the English language; and (e) such aspects include the Huntington Manuals, communication and advice about the Franchised Business, support for the Franchised Business, initial and other training, supplies, materials, instructional programs (including our proprietary instructional programs), and marketing and advertising materials; and (f) we have the right to require you use solely the English language in connection with the Franchised Business, including all marketing, advertising, materials, forms, instruction, academic evaluations, and verbal and written communications with us, your customers, and your staff; and (g) we have the right to require your Primary Owner and all your employees be fluent in reading, writing, and speaking the English language; and (h) we have the right to resolve any dispute about your use of the English language, including any dispute about definition or interpretation, in our sole discretion; and (i) you and we have requested and agreed that the Franchise Disclosure Document, this Agreement, and all documents relating to the transaction governed by this Agreement be drafted in the English language.

26.1.9 Your commitment. You agree the Primary Owner will devote sufficient time and resources to ensure full and complete compliance with this Agreement with respect to your obligations to us, your students and customers, and your employees. You agree to organize and operate the Franchised Business so you maintain our standards. You agree to set standards for your employees to follow. You agree the Franchised Business requires the Primary Owner's strong, personal commitment. You understand and acknowledge that, before opening the Franchised Business and throughout the Term, including during the first and second year of the Franchised Business's operation, it will require the Primary Owner devote many long hours to its operation. You agree the Primary Owner must understand and be able to perform all the marketing, sales, operations, management, and maintenance functions required to ensure successful operation of the Franchised Business throughout the Term.

26.1.10 No fiduciary relationship. You and we agree there is no formal or informal fiduciary or trustee relationship created by this Agreement or otherwise between us and the Huntington Advertising Fund, between us and the Contract Services Advertising Fund, between us and Huntington Advertising Fund, Inc., between us and you, between you and Huntington Advertising Fund, Inc., between you and the Huntington Advertising Fund, between you and the Contract Services Advertising Fund, or otherwise. You and we agree there is no formal or informal fiduciary or trustee relationship created by this Agreement or otherwise between us and your CoOp. You and we acknowledge and agree that, except that described in this Agreement, there is no fiduciary, trustee, special, or other relationship between you and us.

26.1.11 Substantial expenditures if you sign a Renewal Franchise Agreement. You agree that we have the right to require you make substantial expenditures in connection with your exercise of your option under Paragraph 3 above, including expenditures for construction, curricula, training, upgrading, and for other requirements related to your execution of a Renewal Franchise Agreement. You agree to make these expenditures within the time period we require.

26.1.12 Your compliance with anti-terrorism laws. You agree that, under applicable U.S. law, including Executive Order 13224 signed on September 23, 2001 (http://www.state.gov/j/ct/rls/other/des/122570.htm), we are prohibited from engaging in any transaction with any person engaged in, or with a person aiding any person engaged in, acts of terrorism, as defined in the Executive Order. Accordingly, you represent and warrant to us, that as of the Agreement Date, neither you nor any person holding any ownership interest in you, controlled by you, or under common control with you is designated under the Executive Order as a person with whom business may not be transacted by us; and that you (a) do not, and hereafter will not, engage in any terrorist activity; and (b) are not affiliated with, and do not support any individual or entity engaged in, contemplating, or supporting terrorist activity; and (c) are not acquiring the rights granted under this Agreement with the intent to generate funds to channel to any individual or entity engaged in, contemplating, or supporting terrorist activity, or to otherwise support or further any terrorist activity.

26.1.13 Our changes to the System; new fees and obligations. You agree we have the right, but not the obligation, in our sole and absolute discretion, to change the System, Huntington Services, eTutoring, and Contract Services from time to time. Such changes may include additions, deletions, and modifications to the System, Huntington Services, eTutoring, and Contract Services. Such changes may include requiring you to offer Contract Services. If we add new products, programs, or services to the System, Huntington Services, eTutoring, and Contract Services, we may impose upon you related standards of operations and initial and on-going fees payable to us or third parties. Upon our written notice to you, you must promptly comply with the changed System, Huntington Services, eTutoring, and Contract Services, comply with the related standards of operations, and pay the related fees in the manner and with the frequency we require; we may provide such notice in the manner described in Paragraph 21 above or by email to any Email Address we provide to you.

26.1.14 New technology. You agree to each of the following: (a) We may develop or license from third parties certain technology, which may include eCurricula, the Platform, Added Software, and other technology. We may not be successful in developing or licensing these items. We do not know if or how we will introduce any of these items into the System; and (b) in connection with any implementation of some or all of this technology, we have the right to require you sign agreements with vendors we specify and comply fully with these agreements; and (c) in connection with any such implementation of some or all of this technology (including eCurricula, the Platform, Added Software, and other technology), we have the right to require you implement these items in the manner and within the time period we require; and to make substantial initial and on-going expenditures. We have no obligation for any reason to reimburse you for any of these expenditures. Expected initial costs include those you pay us and third parties for set-up, mobile devices, networking equipment, training yourself and your employees, and related items. Expected on-going costs include those you pay us and third parties, including (1) vendors to license any eCurricula, Platform, Added Software, and other technology; and (2) vendors to maintain mobile devices, networking equipment, and related items; and (3) other vendors. We cannot, and do not, estimate the future costs of eCurricula, Platform, Added Software, and other technology or their required service or support. We have the right to require you pay us and third parties initial and on-going fees for any eCurricula, Platform, Added Software, and other technology. We have not determined the amount of these fees or the manner in which you will pay us for them. You may incur additional, substantial initial and on-going costs related to this technology.

26.1.15 Choice of law; venue; waiver of jury trial; limitation on claims. You represent and agree that each of the following are reasonable and you accept them of your own free will and volition and not under any economic, operational, or other threat, coercion, duress, or other cause brought or threatened by us or any other party: This Agreement requires that, if you sue us, you do so in the judicial district in which we have, at the time of commencement of your suit, our principal place of business. Out-of-state litigation may cost you more to sue us in our judicial district than in your judicial district and may require you accept a less favorable dispute resolution. This Agreement states Delaware law governs the Agreement, and Delaware law may not provide you the same protection and benefit as your local law. This Agreement requires you waive any right you may have to a trial by jury. All claims and counterclaims by you against us or our affiliates must be brought before the earlier of the expiration of one year after the act, transaction, or occurrence upon which the claim or counterclaim is based or one year after this Agreement expires or is terminated. You waive all rights and claims for any punitive, speculative, exemplary, incidental, indirect, special, and consequential damages against each Franchisor Entity arising out of any cause whatsoever under this Agreement.

26.1.16 Execution of documents. You represent and agree that you will execute, re-execute, and cause any others involved in acquiring the franchise, including the Owners and Guarantors, to execute and re-execute any document or instrument signed in connection with the acquisition of the franchise that was incorrectly signed, as well as any document or instrument that should have been signed at or prior to the signing of the documents or instruments in connection with the acquisition of the franchise, but that was not so signed and delivered. You agree to deliver all such documents and instruments to us. You agree to comply fully at your sole cost with our written request to comply with this Paragraph 26.1.16 within fifteen days after your receipt of such request. You and we agree that electronic signatures will be valid and binding on us and you, including your Owners, Guarantors, and agents. We may provide notices under this Paragraph 26.1.16 in the manner described in Paragraph 21 above or by email to any Email Address we provide to you.

26.1.17 Your improvements. You represent and agree to the following: (a) except as provided in Paragraph 8.7 above, you have no right to change the System, Huntington Services, eTutoring, and Contract Services in any manner, at any time, and at any location; and (b) if you wish to implement any of Your Improvements, you must notify us in the manner required in Paragraph 21 above in advance of such implementation. You must not implement any of Your Improvements without our prior written consent, which we may refuse for any reason or no reason; and (c) you must disclose to us all Your Improvements in a timely manner and at no cost to us. You agree that all Your Improvements will be deemed to be our property immediately upon their development or use at no cost to us and you hereby waive all moral rights in any of Your Improvements. You agree to use your best efforts do all the things we require to convey Your Improvements to us at your sole cost within five days of our written request, including execution of any documents we require to give effect to this Paragraph 26.1.17. If a court of competent jurisdiction determines that any ownership, copyright rights, or other aspect of Your Improvements are not transferred to us under this Paragraph 26.1.17, you agree to execute at your sole cost any documents we require to give effect to this Paragraph 26.1.17; and (d) we have the right, but not the obligation, to use Your Improvements in any way not prohibited by this Agreement, including in any aspect of the System and in any operation of any HLC and any other business in which we may have an interest, all without any compensation to you. We have the right, but not the obligation, in any manner, at any location (including inside the Exclusive Area), at any time, and from time to time (1) to use Your Improvements, and (2) to authorize you, our franchisees, and others to use them; and (e) we may provide notices under this Paragraph 26.1.17 in the manner described in Paragraph 21 above or by email to any Email Address we provide to you.

26.1.18 We reserve all our rights. You agree we reserve absolutely all rights not expressly granted to you in this Agreement.

26.1.19 REPRESENTATIONS. YOU ACKNOWLEDGE, REPRESENT, AND AGREE THAT YOUR REPRESENTATIONS IN THIS PARAGRAPH 26.1 ARE CLEAR, UNDERSTANDABLE, AND CONSPICUOUS. YOU ACKNOWLEDGE, REPRESENT, AND AGREE THAT YOU HAVE CAREFULLY AND THOROUGHLY READ FULLY EACH OF THE REPRESENTATIONS IN THIS PARAGRAPH 26.1 AND YOU UNDERSTAND EACH AND ALL OF THEM. YOU ACKNOWLEDGE, REPRESENT, AND AGREE THAT YOU UNDERSTAND, ACCEPT, AND AGREE TO THE MEANING AND LEGAL CONSEQUENCES OF THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, INCLUDING THOSE IN THIS PARAGRAPH 26.1. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE FRANCHISOR ENTITIES IN THE MANNER PROVIDED IN PARAGRAPH 19.3 FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, THIRD PARTY COSTS, AND LIABILITY DUE TO, OR ARISING OUT OF ANY BREACH OF, ANY OF YOUR REPRESENTATIONS OR WARRANTIES IN THIS AGREEMENT, INCLUDING YOUR REPRESENTATIONS AND WARRANTIES IN THIS PARAGRAPH 26.1.

26.1.20 Owner and Guarantor citizenship. You represent each that Owner and each Guarantor is a citizen of the United States or possesses a Permanent Resident Card (aka Green Card) that allows each Owner and Guarantor to live and work permanently in the United States.

26.2 **Our representations**. We make no representation or warranty of any kind about the Franchised Business' success, earnings, revenue, expense, profit, cash flow, or operational results. We make no representation or warranty of any kind about any results of any marketing or advertising you may conduct in any medium, whether or not we developed or approved such marketing or advertising. We make no representation or warranty of any kind about any marketing or advertising materials you may use, whether or not we developed or approved such materials. e make no representation or warranty of any kind about our Websites or about any of our Networking Media Sites or any results you may obtain from them. We make no representation or warranty of any kind that we will monitor any Networking Media Site, including any Networking Media Site you or we may use. We make no representation or warranty of any kind that any design specifications or approval for a Premises complies with any government laws or regulations, including those in Paragraph 18 above. We make no representation or warranty of any kind regarding any services or products we provide to you, whether such services or products are required or permitted under this Agreement or otherwise. Such services and products include our advice, out training, the Franchisor Technology, Supporting Services, Testing Materials and Curricula, Phone Number, and Email Addresses. We make no representation or warranty of any kind regarding any services or products any third party provides to you, whether required or permitted under this Agreement or otherwise. We make no representation or warranty of any kind regarding any services or products you provide to your students and customers, whether such services or products are required or permitted under this Agreement or otherwise. Such services and products include Huntington Services, eTutoring, and Contract Services. We make no representation or warranty of any kind that we have or will develop, acquire, or license any eCurricula, the Platform, Added Software, or any other curricula, testing materials, or software. We make no representation or warranty of any kind that we will develop, acquire, or license any enhancements to the System.

26.3 **FRANCHISOR WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY FOR FRANCHISOR TECHNOLOGY.** WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER SUCH WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO ANY OF THE FRANCHISOR TECHNOLOGY. WE MAKE NO REPRESENTATION OR WARRANTY THAT ANY FRANCHISOR TECHNOLOGY WILL BE ERROR FREE OR FREE OF ANY PROBLEM OR EPROBLEM. FRANCHISOR TECHNOLOGY IS PROVIDED “AS IS.” WITHOUT LIMITING THE FOREGOING, WE MAKE NO REPRESENTATION OR WARRANTY ABOUT THE FRANCHISOR TECHNOLOGY’S CORRECTNESS, ACCURACY, RELIABILITY, OR CURRENTNESS; MAKE NO REPRESENTATION OR WARRANTY OF NON-INFRINGEMENT OR THAT THE FRANCHISOR TECHNOLOGY'S OPERATION WILL BE UNINTERRUPTED OR ERROR FREE; AND MAKE NO REPRESENTATION OR WARRANTY THAT WE HAVE USED ANY OF THE FRANCHISOR TECHNOLOGY; AND MAKE NO REPRESENTATION OR WARRANTY THAT WE OR ANY THIRD PARTY WILL UPDATE OUR OR ITS PRODUCT, EVEN IF SUCH A CHANGE IS REQUIRED, OR THAT WE OR ANY THIRD PARTY WILL RENEW OR EXTEND ANY LICENSE NEEDED FOR THE FRANCHISOR TECHNOLOGY. IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSSES OR EXPENSES, INCLUDING LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, OR LOSS OF GOODWILL RELATING TO YOUR LICENSING OR USE OF ANY FRANCHISOR TECHNOLOGY, EVEN IF WE OR OUR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES. IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGES CAUSED BY ANY DELAY IN FURNISHING, OR FAILURE TO FURNISH, ANY FRANCHISOR TECHNOLOGY FOR ANY REASON. OUR LIABILITY TO YOU FOR ALL DAMAGES OR MONETARY PAYMENTS OF ANY NATURE FOR ALL TIME UNDER THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY OR TORT (INCLUDING NEGLIGENCE), WILL IN NO EVENT EXCEED A TOTAL OF $100 IN AGGREGATE FOR ALL TIME. THE FOREGOING DESCRIBES YOUR SOLE, AND EXCLUSIVE REMEDY FOR DAMAGES OR MONETARY PAYMENTS AS DESCRIBED ABOVE. AS A CONDITION OF ANY PAYMENT WE MAKE TO YOU UNDER THIS PARAGRAPH 26.3, YOU MUST DELIVER TO US A RELEASE SIGNED BY YOU AND EACH OF YOUR OWNERS AND GUARANTORS, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW.

26.4 **FRANCHISOR WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY FOR TESTING MATERIALS AND CURRICULA.** WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER SUCH WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO ANY OF THE TESTING MATERIALS AND CURRICULA. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND THAT (A) TESTING MATERIALS AND CURRICULA WILL BE ERROR FREE OR FREE OF ANY PROBLEM OR EPROBLEM; AND (B) TESTING MATERIALS AND CURRICULA WILL BE CURRENT OR RELEVANT FOR ANY TESTING OR INSTRUCTION OR FOR ANY STUDENT OR FOR ANY EXAM FOR WHICH THE TESTING MATERIALS AND CURRICULA PROVIDE PREPARATION; AND (C) WE OR ANY THIRD PARTY WILL UPDATE OUR OR ITS PRODUCT, EVEN IF SUCH A CHANGE IS REQUIRED (DUE TO, FOR EXAMPLE, CHANGES IN STATE OR LOCAL STANDARDS OR CHANGES IN EXAM); OR (D) WE WILL IMPLEMENT ANY UPDATE TIMELY, APPROPRIATELY, OR CORRECTLY. YOU ACKNOWLEDGE AND AGREE THAT EITHER WE OR ANY THIRD PARTY MAY TERMINATE OR FAIL TO RENEW FOR ANY REASON OR NO REASON ANY LICENSE FOR ANY TESTING MATERIALS AND CURRICULA. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER SUCH WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY

FROM COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO TESTING MATERIALS AND CURRICULA AND OUR OR ANY THIRD PARTY'S CONTINUED ABILITY TO OWN OR TO LICENSE OR ACQUIRE ANY TESTING MATERIALS AND CURRICULA OR TO DEVELOP ANY TESTING MATERIALS AND CURRICULA. TESTING MATERIALS AND CURRICULA ARE PROVIDED "AS IS." WITHOUT LIMITING THE FOREGOING, WE MAKE NO REPRESENTATION OR WARRANTY ABOUT TESTING MATERIALS AND CURRICULA RESULTS, CORRECTNESS, ACCURACY, RELIABILITY, OR CURRENTNESS; MAKE NO REPRESENTATION OR WARRANTY OF NON-INFRINGEMENT OR THAT THE OPERATION OF TESTING MATERIALS AND CURRICULA WILL BE UNINTERRUPTED OR ERROR FREE; AND MAKE NO REPRESENTATION OR WARRANTY THAT WE HAVE USED TESTING MATERIALS AND CURRICULA. IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSSES OR EXPENSES, INCLUDING LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, OR LOSS OF GOODWILL RELATING TO OUR OR ANY THIRD PARTY'S OWNERSHIP, LICENSING, ACQUISITION, OR DEVELOPMENT OF, OR YOUR USE OF, TESTING MATERIALS AND CURRICULA, EVEN IF WE OR OUR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES. IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN FURNISHING, OR FAILURE TO FURNISH, TESTING MATERIALS AND CURRICULA FOR ANY REASON. OUR LIABILITY TO YOU FOR ALL DAMAGES OR MONETARY PAYMENTS OF ANY NATURE FOR ALL TIME UNDER THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY OR TORT (INCLUDING NEGLIGENCE), WILL IN NO EVENT EXCEED A TOTAL OF $100 IN AGGREGATE FOR ALL TIME. THE FOREGOING DESCRIBES YOUR SOLE, AND EXCLUSIVE REMEDY FOR DAMAGES OR MONETARY PAYMENTS AS DESCRIBED ABOVE. AS A CONDITION OF ANY PAYMENT WE MAKE TO YOU UNDER THIS PARAGRAPH 26.4, YOU MUST DELIVER TO US A RELEASE SIGNED BY YOU AND EACH OF YOUR OWNERS AND GUARANTORS, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW.

26.5 **FRANCHISOR WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY FOR SUPPORTING SERVICES.** WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER SUCH WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO ANY OF THE SUPPORTING SERVICES. WE MAKE NO REPRESENTATION OR WARRANTY THAT (A) THE SUPPORTING SERVICES WILL BE ERROR FREE; AND (B) SUPPORTING SERVICES WILL BE ACCURATE, CURRENT, OR RELEVANT FOR ANY SERVICES THEY PROVIDE; AND (C) VIRTUAL TESTING WILL PROPERLY CONDUCT ANY TESTING; AND (D) COACHING WILL PROPERLY PREPARE YOU OR YOUR EMPLOYEES FOR ANY INITIAL CONFERENCE; AND (E) THE CALL CENTER WILL PROPERLY CONDUCT ANY INQUIRY CONVERSATION; AND (F) THE CALL CENTER WILL DIRECT ANY INQUIRER TO YOUR FRANCHISED BUSINESS; AND (G) VIRTUAL CONFERENCING WILL PROPERLY CONDUCT ANY INITIAL CONFERENCE. WE MAKE NO REPRESENTATION OR WARRANTY FOR ANY RESULTS WE OR YOU MAY OBTAIN BY USING ANY SUPPORTING SERVICES. WE MAKE NO REPRESENTATION OR WARRANTY THAT YOUR USE OF VIRTUAL TESTING OR COACHING WILL RESULT IN YOUR ENROLLING ANY STUDENT OR MAINTAINING THE ENROLLMENT OF ANY STUDENT. WE MAKE NO REPRESENTATION OR WARRANTY THAT YOUR USE OF THE CALL CENTER WILL RESULT IN ANY NUMBER OF ACADEMIC EVALUATIONS OR ANY CONVERSION RATE, INCLUDING ANY CONVERSION RATE FROM INQUIRY TO ACADEMIC EVALUATION. WE MAKE NO REPRESENTATION OR WARRANTY THAT YOUR USE OF VIRTUAL CONFERENCING WILL RESULT IN ANY NUMBER OF ENROLLMENTS OR ANY CONVERSION RATE, INCLUDING ANY CONVERSION RATE FROM ACADEMIC EVALUATION TO ENROLLMENT. WE MAKE NO REPRESENTATION OR WARRANTY THAT WE OR ANY THIRD PARTY WILL UPDATE OUR OR ITS PRODUCT, EVEN IF SUCH A CHANGE IS REQUIRED, OR THAT WE OR ANY THIRD PARTY WILL RENEW OR EXTEND ANY LICENSE NEEDED FOR THE SUPPORTING SERVICES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER SUCH WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO SUPPORTING SERVICES, OUR CONDUCT OF SUPPORTING SERVICES, AND ANY RESULTS SUPPORTING SERVICES MAY OBTAIN. SUPPORTING SERVICES ARE PROVIDED "AS IS." WITHOUT LIMITING THE FOREGOING, WE MAKE NO REPRESENTATION OR WARRANTY ABOUT SUPPORTING SERVICES RESULTS, CORRECTNESS, ACCURACY, RELIABILITY, OR CURRENTNESS; MAKE NO

REPRESENTATION OR WARRANTY THAT THE OPERATION OF SUPPORTING SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; AND MAKE NO REPRESENTATION OR WARRANTY THAT WE HAVE USED SUPPORTING SERVICES. IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSSES OR EXPENSES, INCLUDING LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, OR LOSS OF GOODWILL RELATING TO OUR OR ANY THIRD PARTY'S OWNERSHIP, LICENSING, ACQUISITION, OR DEVELOPMENT OF, OR YOUR USE OF, SUPPORTING SERVICES, EVEN IF WE OR OUR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES. IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN FURNISHING, OR FAILURE TO FURNISH, SUPPORTING SERVICES FOR ANY REASON. OUR LIABILITY TO YOU FOR ALL DAMAGES OR MONETARY PAYMENTS OF ANY NATURE FOR ALL TIME UNDER THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY OR TORT (INCLUDING NEGLIGENCE), WILL IN NO EVENT EXCEED A TOTAL OF $100 FOR ALL TIME. THE FOREGOING DESCRIBES YOUR SOLE, AND EXCLUSIVE REMEDY FOR DAMAGES OR MONETARY PAYMENTS AS DESCRIBED ABOVE. AS A CONDITION OF ANY PAYMENT WE MAKE TO YOU UNDER THIS PARAGRAPH 26.5, YOU MUST DELIVER TO US A RELEASE SIGNED BY YOU AND EACH OF YOUR OWNERS AND GUARANTORS, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW.

26.6 **FRANCHISOR WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY FOR TECHNOLOGY AND DATA SECURITY.** WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER SUCH WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO ANY SOFTWARE OR TECHNOLOGY YOU USE IN THE FRANCHISED BUSINESS, INCLUDING (A) ANY SOFTWRAE OR TECHNOLOGY WE PROVIDE TO YOU, AND (B) ANY SOFTWARE OR TECHNOLOGY WE REQUIRE OR PERMIT YOU TO YOU ACQUIRE, LICENSE, OR USE, AND (C) ANY SOFTWARE OR TECHNOLOGY YOU ACQUIRE, LICENSE, OR USE IN VIOLATION OF THIS AGREEMENT. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER SUCH WARRANTY BE EXPRESS OR IMPLIED, REGARDING YOUR SOFTWARE AND TECHNOLOGY AND ANY DATA SECURITY, DATA PRIVACY, AND ANY SECURITY BREACHES YOU MAY EXPERIENCE. WE MAKE NO REPRESENTATION OR WARRANTY THAT WE OR ANY THIRD PARTY WILL UPDATE OUR OR ITS PRODUCT, EVEN IF SUCH A CHANGE IS REQUIRED, OR THAT WE OR ANY THIRD PARTY WILL RENEW OR EXTEND ANY LICENSE NEEDED FOR TECHNOLOGY AND DATA SECURITY. YOU AGREE YOU ARE SOLELY RESPONSIBLE FOR YOUR DATA SECURITY, DATA PRIVACY, AND ANY SECURITY BREACHES YOU MAY EXPERIENCE. YOU AGREE WE ARE NOT RESPONSIBLE OR REQUIRED IN ANY WAY TO PROTECT YOU, YOUR OWNERS, YOUR FRANCHISED BUSINESS, OR YOUR EMPLOYEES, CUSTOMERS, STUDENTS, OR PARENTS AGAINST IDENTITY THEFT OR THEFT OR MISUSE OF PERSONAL INFORMATION. YOU AGREE WE ARE NOT RESPONSIBLE OR REQUIRED IN ANY WAY TO UPDATE YOUR SOFTWARE, TECHNOLOGY, COMPUTERS, OR NETWORK EQUIPMENT, INCLUDING IN CONNECTION WITH ANY SECURITY IMPROVEMENTS OR TO NOTIFY YOU OF ANY AVAILABLE UPDATE. YOU AGREE WE ARE NOT RESPONSIBLE IN ANY WAY FOR YOUR COMPLIANCE WITH THE PAYMENT CARD INDUSTRY PRESENT OR FUTURE DATA SECURITY STANDARD AND FOR ANY PRESENT AND FUTURE FEDERAL, STATE, MUNICIPAL, AND LOCAL LAWS AND REGULATIONS REGARDING DATA SECURITY, DATA PRIVACY, AND SECURITY BREACHES. IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSSES OR EXPENSES, INCLUDING LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, OR LOSS OF GOODWILL RELATING TO ANY DATA SECURITY, DATA PRIVACY, OR ANY SECURITY BREACHES YOU MAY EXPERIENCE, EVEN IF WE OR OUR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.

26.7 **Our retained rights.** You acknowledge and agree that we and our affiliates will at all times and at all locations have the right to engage in any activities we deem appropriate that are not expressly prohibited by this Agreement, whenever and wherever we desire; and that we retain the following rights, among others, in our and our affiliates' sole and absolute discretion:

26.7.1 To establish or operate, and license others to establish or operate, businesses the same as, similar to, or different from the Franchised Business offering Huntington Services or other products or services under the Marks or any other trademarks or service marks, at any location outside the Exclusive Area, notwithstanding such business' proximity to the Premises; and

26.7.2 At any location, including within and outside the Site Selection Area and Exclusive Area, and notwithstanding any other provision hereof, to (a) own, market, offer, sell, distribute, provide, and earn revenue from, (b) license and contract with others to own, market, offer, sell, distribute, provide, and earn revenue from, and (c) use our Websites and our Networking Media Sites to own, market, offer, sell, distribute, provide, and earn revenue from any of the following: any product or service that is not part of Huntington Services or eTutoring; and any educational products or services of any kind (including electronic and non-electronic books; audio recordings; video recordings; electronic and non-electronic study aids; computer and other software; testing materials and software; test correction hardware and software; electronic or non-electronic programs we may be testing; electronic and non-electronic curricula; any of our proprietary Testing Materials and Curricula; any of our Training and Technology Services; any Platform, any Added Software; Call Center services; Coaching Services; Virtual Conferencing; Virtual Testing; eTutoring, Group Testing, Home Tutoring, In-school Test Prep, Study Hall, online tutoring, Public-Private Partnership, and testing, tutoring, teaching, training, instruction, test prep, counseling, and guidance services) to any person, organization, public or private entity, or government agency using the Marks or other trademarks or service marks, through any channel of distribution, including through any computer service, text, email, the Internet, or any computer, tablet, mobile device, phone, television, or other electronic device; online retailers; bookstores or any other retail outlets; direct marketing sales, mail order; or guidance centers; and

26.7.3 At any location, including within and outside the Site Selection Area and Exclusive Area: (1) to own, market, offer, sell, distribute, provide, and earn revenue from (and to contract with, or license, others to own, market, offer, sell, distribute, provide, and earn revenue from) any products and services of any kind (other than Huntington Services) under the Marks or other trademarks or service marks; and (2) to develop and establish other businesses and systems using trademarks and service marks other than the Marks for any products and services (other than Huntington Services); and (3) to grant licenses thereto, without providing any rights therein to you; and

26.7.4 At any location, including within and outside the Site Selection Area and Exclusive Area, and notwithstanding any other provision hereof, to acquire, merge with, or otherwise affiliate with, and thereafter own and operate, and franchise or license others to own, market, offer, sell, distribute, provide, and earn revenue from, any educational business or other business of any kind, including any business that offers products or services the same as, similar to, and competitive with, Huntington Services under the System or using the Marks or any other system or trademarks or service marks; and to be acquired by any such educational business or other business of any kind, or by any owner of any such business, which business may own, market, offer, sell, distribute, provide, and earn revenue from products or services the same as, similar to, and competitive with, Huntington Services, and to require you to convert the System and Marks to the system and marks of an acquiring educational business at your expense; and

26.7.5 Outside the Exclusive Area, to own, market, offer, sell, distribute, provide, and earn revenue from (and to contract with, or license, others to own, market, offer, sell, distribute, provide, and earn revenue from) any products and services of any kind (including Huntington Services) under the Marks or other trademarks or service marks; and to develop and establish other businesses and systems using trademarks and service marks other than the Marks for any products and services, including Huntington Services, and to grant licenses thereto, without providing any rights therein to you; and

26.7.6 To administer and control the Advertising Fund, except to the extent otherwise specifically provided herein; and

26.7.7 At any location, including within and outside the Site Selection Area and Exclusive Area, to offer, to use our Websites and Networking Media Sites to offer, and to license to others to offer the Platform, Added Software, Call Center services, eCenter, eCurricula, eTutoring, Virtual Testing services, Call Center services, Coaching Services, Virtual Conferencing, Group Testing, Home Tutoring, In-school Test Prep, online tutoring, Training and Technology Services, and Public-Private Partnership.

26.8 **Government programs.** You acknowledge and agree that, in connection with any tutorial, educational, instructional, professional development, or other services or products, including any services that are the same as, or similar to, Huntington Services, eTutoring, and Contract Services, we and our affiliates have the right, but not the obligation, to market, apply to provide, enter into a contract to provide, and provide any services (including Huntington Services, eTutoring, and Contract Services) in connection with any program offered or funded by any private, public, or other organization, including government and quasi-government organizations, Public Entities, cities, counties, states, and the federal government, including under the No Child Left Behind Act, the Every Student Succeeds Act, as amended, the Individuals with Disabilities Education Act, as amended, and any similar city, county, state, or federal law or regulation to any individual, company, school, college, Public Entity, organization, public or private entity, quasi-government agency, and government agency, at any location, including at any location within the Exclusive Area, and to grant such rights to others, including our franchisees.

26.9 **Marks.** You acknowledge and agree that the license of the Marks granted hereunder to you is nonexclusive, and we and our affiliates retain the rights, among others, (1) to use the Marks in the Exclusive Area for any purpose not specifically prohibited by this Agreement; and (2) to develop, establish, operate, and license other businesses and systems in the Exclusive Area using trademarks and service marks other than the Marks for any products and services without providing any rights therein to you; and (3) to develop, establish, operate, and license businesses and systems in the Exclusive Area using similar proprietary marks, or any other proprietary marks, without providing any rights therein to you; and (4) to use and license the Marks and other marks outside the Exclusive Area at any time for any purpose; and (5) to use the Marks in connection with the Platform, Added Software, eCurricula, eTutoring, Contract Services, Home Tutoring, Training and Technology Services, Supporting Services at any location, including within the Exclusive Area.

26.10 **Business activity.** You understand and agree that businesses offering product or services other than Huntington Services (including eCurricula, eTutoring, Contract Services, Home Tutoring, and Huntington Services,) operated by us or our affiliates or franchisees in any manner, including in an office, store, or facility, using the Website, using our Networking Media Sites, or over the internet, may use the Marks and solicit customers at any location, including inside and outside of the Exclusive Area, and may compete against you without compensation of any kind to you.

26.11 **Your waiver.** You agree you will make no claim, including any claim of encroachment, loss of business, or damage, for any activities described in Paragraph 26. You agree you will make no claim, including any claim of encroachment, loss of business, or damage, due to the activities of any HLC other than the Franchised Business.

26.12 **Survival.** You agree that each and every representation, warranty, and agreement you make in this Agreement, including those in this Paragraph 26, will survive the expiration or termination of this Agreement for any reason. You agree that we provide no warranties, representations, or agreements, except those specifically identified in this Agreement.

ACCEPTANCE AND AGREEMENT

BY SIGNING BELOW, I AGREE TO EACH OF THE FOLLOWING: I UNDERSTAND AND AGREE THAT THIS FRANCHISE AGREEMENT AND ALL ITS EXHIBITS AND ATTACHMENTS CONSTITUTE THE ENTIRE, FULL, AND COMPLETE AGREEMENT BETWEEN ME AND THE FRANCHISOR WITH REFERENCE TO ITS SUBJECT MATTER. I AGREE I REVIEWED AND APPROVED THIS AGREEMENT. I UNDERSTAND AND AGREE THAT THIS FRANCHISE AGREEMENT AND ITS EXHIBITS AND ATTACHMENTS SUPERSEDE ALL PRIOR AND CONTEMPORANEOUS NEGOTIATIONS, UNDERSTANDINGS, REPRESENTATIONS, AND AGREEMENTS, ORAL OR WRITTEN, ABOUT THE SUBJECT MATTER OF THIS FRANCHISE AGREEMENT AND ITS EXHIBITS AND ATTACHMENTS. I FREELY AND WITHOUT DURESS AND AFTER DUE CONSIDERATION ACCEPT AND AGREE TO BE BOUND BY, AND TO PERFORM ACCORDING TO, THIS FRANCHISE AGREEMENT AND EACH AND ALL OF ITS TERMS, WITHOUT RESERVATION.

IN WITNESS WHEREOF, you and we have executed this Franchise Agreement on the Agreement Date.

For the Franchisor, Huntington Learning Centers, Inc.		
Raymond J. Huntington		Co-chair
Print name	Signature	Title

For the Franchisee *(This is signed by all individuals comprising the Franchisee, if the Franchisee is an individual; or all officers of the corporation, if the Franchisee is a corporation; or all partners or members, if the Franchisee is a partnership or limited liability company.)*	
Name of Franchisee *(Same as in Table 2 of this Agreement)*:	

Print name	Signature	Title
Print name	Signature	Title
Print name	Signature	Title

Guarantee Agreement

Name of the franchisor ("we", "us", "our", and the "Franchisor")	Huntington Learning Centers, Inc.
Name of the franchisee ("you" and "Franchisee"). If the Franchisee is a legal entity, enter that legal entity's name. If the Franchisee is one or more individuals, enter each of their names.	
Name of the exclusive area ("Exclusive Area") in the franchise agreement ("Franchise Agreement") executed between the Franchisor and the Franchisee for the Franchisee to operate a franchised Huntington Learning Center® business ("Franchised Business")	
Date (the "Agreement Date") of the Franchise Agreement.	

Directions. Each of the following individuals complete and sign one copy of this Guarantee Agreement and the Franchisee returns it to the Franchisor. These individuals are: The Franchisee, the Franchisee's spouse, each Owner, and each spouse of each Owner. (An Owner is any owner of any interest, directly or indirectly, in the Franchisee.)

In order to induce the Franchisor to execute the Franchise Agreement, each of the undersigned ("Guarantors") personally, unconditionally, and irrevocably, jointly and severally, (a) execute this Guarantee Agreement ("Guarantee"); and (b) agree to be bound by, and perform according to, each and all of the provisions, covenants, and conditions of this Guarantee, the Franchise Agreement, any amendment to the Franchise Agreement, any renewal franchise agreement, any amendment to any renewal franchise agreement; and (c) all defined terms are used herein as defined in the Franchise Agreement, unless otherwise herein indicated. Each Guarantor agrees as follows:

1. Guarantor descriptions. Each Guarantor must complete a Guarantor Description in Attachment A to this Guarantee.

2. Confidential Information. For all time, each Guarantor agrees not to communicate, divulge, or use for the benefit of any other person, corporation, partnership, limited liability company, association, or other entity, any (a) Confidential Information; and (b) the Brand Standards; and (c) the Software; and (c) customer, student, parent, or guardian information that may be communicated to any Guarantor or which such Guarantor may be apprised by virtue of such Guarantor's operation under the Franchise Agreement, any amendment to the Franchise Agreement, any renewal franchise agreement, any amendment to any renewal franchise agreement, or this Guarantee. All information, knowledge, know-how, techniques, and other data that we designate as confidential will be deemed confidential for the purposes of this Guarantee. If any Guarantor becomes aware of any unauthorized disclosure or use of the Brand Standards or any of our Confidential Information or trade secrets, such Guarantor must notify us immediately in writing, and we will have the sole and absolute right to take any action we determine. In connection with this Paragraph 2, Guarantors must provide such notice in the manner described in Paragraph 17 below.

3. Covenants. Each Guarantor agrees that he will receive certain valuable information about the System and the Franchised Business, including its development and operation and that this information would not have been given to any Guarantor, without the undersigned execution of this Guarantee. Each Guarantor agrees the Franchisor would not have given this information to the Franchisee, without each Guarantor's execution of this Guarantee. We developed this information over many years at great effort and expense. Each Guarantor conducted a complete and thorough independent investigation of the Franchise Agreement and Guarantee before signing this Guarantee and had the full opportunity to speak with independent counsel. Each Guarantor read the entire Guarantee and the entire Franchise Agreement and understands fully this Guarantee and its terms and the Franchise Agreement and its terms and had the opportunity to ask the Franchisor all questions about this Guarantee and the Franchise Agreement and the Franchisor answered each

Guarantee Agreement

question to each Guarantor's full and complete satisfaction. Each Guarantor agrees to each of the following:

3.1. In-Term Covenant against Competition. Except as we otherwise approve by written notice delivered in the manner described in Paragraph 17 below, each Guarantor covenants and agrees that, during the term of this Guarantee, he will not, either directly or indirectly, for himself, or through, on behalf of, or in conjunction with any person or entity: (a) Divert or attempt to divert any present or prospective business or customer of any HLC to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System; or (b) own, maintain, advise, invest in, operate, engage in, be employed by, be a consultant to, loan money to, provide any assistance to, be a franchisee of, or have any interest in (as owner, guarantor, or otherwise) any brick and mortar, online, in-home, at-home, or other business (1) that is the same as, or similar to, a HLC; or (2) that offers tutoring in reading, phonics, study skills, mathematics, or related areas; or (3) that offers courses or tutoring in any academic subject; or (4) that offers courses or tutoring to prepare for state and standardized exams, including the SAT and ACT; or (5) that offers educational services or products the same as or similar to those offered in a HLC.

3.2. Post-Term Covenant against Competition. Except as we otherwise approve by written notice delivered in the manner described in Paragraph 17 below, each Guarantor will not, for a continuous uninterrupted period of two consecutive years commencing upon the latter of (a) any Transfer having the effect of (1) Transferring the Franchise Agreement, or (2) changing control of the Franchisee, or (3) changing the ownership of all or substantially all of the assets of the Franchised Business; or (b) termination or expiration of the Franchise Agreement (regardless of the cause for termination or expiration); or (c) a final order of a duly authorized court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to enforcement of this Paragraph 3, either directly or indirectly, for any Guarantor, or through, on behalf of, or in conjunction with, any person or entity: (x) divert or attempt to divert any present or prospective business or customer of any HLC to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System; or (y) own, maintain, advise, invest in, operate, engage in, be employed by, be a consultant to, loan money to, provide any assistance to, be a franchisee of, or have any interest (A) in (as owner, guarantor, or otherwise) any brick and mortar, online, in-home, at-home, or other business (i) that is the same as, or similar to, a HLC; or (ii) that offers tutoring in reading, phonics, study skills, mathematics, or related areas; or (iii) that offers courses or tutoring to prepare for state and standardized exams, including the SAT and ACT; or (iv) that offers courses or tutoring in any academic subject; or (v) that offers any educational services or products the same as or similar to those offered in a HLC; and (B) which business is, or is intended to be, located within or serve customers within: (i) the Premises; or (ii) the Exclusive Area; or (iii) a radius of 25 miles from the boundary of the Exclusive Area; or (iv) a radius of 25 miles from the Premises; or (v) a radius of 25 miles from any HLC.

3.3. Modification; No Defense; Costs. We have the right, but not the obligation, from time to time during the term of this Guarantee and afterwards, to reduce the scope of any covenant in this Paragraph 3 or any portion of any covenant in this Paragraph 3, without the consent of any Guarantor, effective immediately upon receipt by the Franchisee or any Guarantor of written notice; and each Guarantor will comply immediately with any covenant as so modified, which will be fully enforceable without regard to any other provision of this Paragraph 3. The existence of any claim the Franchisee or any Guarantor may have against us, whether or not arising from the Franchise Agreement, any amendment to the Franchise Agreement, any renewal franchise agreement, any amendment to any renewal franchise agreement, or this Guarantee, will not constitute a defense to our enforcement of the covenants in this Paragraph 3. Each Guarantor agrees to pay us all Third Party Costs we incur in connection with, or related to, enforcement of this Paragraph 3 immediately upon written demand. We may provide such demand in the manner described in Paragraph 17 below or by email to any Email Address we provide to the Franchisee, any Owner, or any Guarantor. No Third Party Cost paid to us is refundable.

4. <u>Term.</u> This Guarantee will remain in full force and effect during the term of the Franchise Agreement and any

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renewal franchise agreement. This Guarantee will remain in full force and effect until the termination or expiration of all obligations arising under the Franchise Agreement, any amendment to the Franchise Agreement, any renewal franchise agreement, any amendment to any renewal franchise agreement, and this Guarantee. All covenants that by their terms continue in force after the expiration or termination of the Franchise Agreement and any renewal franchise agreement will remain in force according to their terms. Upon the death or incapacity of an individual Guarantor, the estate of such Guarantor will be bound by this Guarantee, but only for defaults and obligations hereunder existing at the time of death or incapacity; and the obligations of the other Guarantors will continue in full force and effect.

5. Payment. If the Franchisee is required to make any payment under (a) the Franchise Agreement or any amendment to the Franchise Agreement; or (b) any renewal franchise agreement or any amendment to any renewal franchise agreement; or (c) any other agreement between the Franchisee or any Franchisee affiliate and us or our affiliate related to the Franchised Business or the Premises, then, upon our written notice, each Guarantor will immediately make each such payment to us and to the Franchisee's customers, students, vendors, Premises Landlords, Public Entities, and any other individual or legal entity to whom the Franchisee or its affiliate owes any payment. Each Guarantor hereby waives any right to require us to: (1) proceed against the Franchisee for any payment required under the Franchise Agreement, any amendment to the Franchise Agreement, any renewal franchise agreement, and any amendment to any renewal franchise agreement; or (2) proceed against or exhaust any security from the Franchisee; or (3) pursue or exhaust any remedy, including any legal or equitable relief, against the Franchisee. Without affecting the obligations of any Guarantor under this Guarantee, we may, without notice to any Guarantor, extend, modify, or release any Franchisee indebtedness or obligation, or settle, adjust, or compromise any claims against the Franchisee. We have the right to require, by written notice from time to time, that each Guarantor make any payment required under the Franchise Agreement, any amendment to the Franchise Agreement, any renewal franchise agreement, any amendment to any renewal franchise agreement, and this Guarantee directly to us, our affiliates, or to a bank or such other financial institution account we specify, at the times and with the frequency we designate, by electronic funds transfer, on-line banking, pre-authorized auto-draft arrangement, or such other means as we may specify from time to time, notwithstanding any other provisions of the Franchise Agreement, any amendment to the Franchise Agreement, any renewal franchise agreement, any amendment to any renewal franchise agreement, and this Guarantee and each Guarantor agrees to comply with such requirement. We may provide such notices in the manner described in Paragraph 17 below or by email to any Email Address we provide to any Owner or to any Guarantor. Each Guarantor must furnish us, our bank, or other financial institution, and any other recipient of payment with such information and authorizations as may be necessary to permit such persons to make withdrawals by electronic funds transfer, on-line banking, or auto-draft arrangement. Each Guarantor will bear all expenses associated with such authorizations and payments. Each Guarantor will pay us our Third Party Costs in associated with such authorizations and payments. Each Guarantor understands, acknowledges, and agrees that nothing contained in this Guarantee will release him of, or from, any of such Guarantor's obligations under the Franchise Agreement, any amendment to the Franchise Agreement, any renewal franchise agreement, any amendment to any renewal franchise agreement, or this Guarantee. No amount any Guarantor pays us in connection with this Paragraph 5 is refundable.

6. Indemnification. Each Guarantor agrees to indemnify and hold harmless the Franchisor Entities from and against all claims; demands; obligations; liabilities; debts; and damages of every kind and nature, regardless of whether or not caused in part by any Franchisor Entity, resulting or arising, directly or indirectly, and whether occasioned by the Franchisee's neglect, omission, willful act, or otherwise from the Franchisee's violation of the Franchise Agreement and any amendment thereto, operation of the Franchised Business, use of the Premises, relationship with any Public Entity, and violation of any renewal franchise agreement and any amendment thereto. Each Guarantor agrees to pay us all Third Party Costs we incur in connection with this Paragraph 6 immediately upon written demand. We may provide such demand in the manner described in Paragraph 17 below or by email to any Email Address we provide to any Owner or to any Guarantor. No amount any Guarantor pays us in connection with this Paragraph 6 is refundable.

7. Applicable law; forum. This Guarantee must be interpreted and construed in accordance with the laws of the

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state of Delaware, except for such state's conflict-of-law rules. Each Guarantor agrees that the New Jersey Franchise Practices Act will not apply to this Guarantee. Except as otherwise provided in this Guarantee, any action, whether or not arising out of, or relating to, the Franchise Agreement, any amendment to the Franchise Agreement, any renewal franchise agreement, any amendment to any renewal franchise agreement, or this Guarantee, whenever and wherever incurred, whether vested or contingent, whether in law or in equity, whether directly, representatively, derivatively, or in any other capacity, brought by any Guarantor against us will be brought in the judicial district in which we have, at the time of commencement of such action, our principal place of business. We have the right to commence an action against any Guarantor in any court of competent jurisdiction. Each Guarantor hereby waives all objections to personal jurisdiction or venue for the purpose of carrying out the purposes of this Guarantee, and each Guarantor agrees that nothing in this Guarantee will be deemed to prevent any party to such action from removing the action from state court to federal court.

8. Guarantor claims; required mediation. Notwithstanding any other provision of this Guarantee, no Guarantor has any right to make any claim against any Franchisor Entity at any time in any manner other than the manner described in this Paragraph 8.

8.1. If any Guarantor ("Claimant") has any claim against any Franchisor Entity, then the Claimant must notify us of his claim in writing in the manner required in Paragraph 17 below. Such notice must describe the claim, provide an opportunity to cure, describe the manner in which the Claimant requests we cure, and provide a cure period of at least 60 days within which we may cure such alleged default. If the Claimant's notice is not in writing and does not (a) describe the claim, and (b) provide an opportunity to cure, and (c) describe the manner in which the Claimant requests we cure, and (d) provide a cure period of at least 60 days, then such notice will be deemed to be deficient, not a claim upon which we are required to act, not an actionable claim, not grounds for the Claimant seeking any remedy under this Guarantee or otherwise, and not grounds for termination by the Claimant of this Guarantee.

8.2. If the Claimant's notice complies with Paragraph 8.1 and we do not cure in the manner and within the time period the Claimant demands in his notice, then, before the Claimant commences any legal proceeding against any Franchisor Entity, the Claimant must submit his claim to non-binding mediation. If the Claimant does not submit his claim to such mediation within 30 days after expiration of the time period within which the Claimant demands we cure, then the Claimant will have evidenced conclusively that he has no claim against any Franchisor Entity; and the Claimant will have evidenced conclusively that any claim he may have had is not a claim upon which we are required to act, is not an actionable claim, is not grounds for the Claimant seeking any remedy under this Guarantee or otherwise and is not grounds for termination by the Claimant of this Guarantee; and the Claimant will be deemed to have agreed to have waived any right he may have had to initiate any future claim against us for the same or similar cause.

8.3. Any mediation permitted under this Paragraph 8 must be conducted at our headquarters before one mediator. The mediator must be selected, and must conduct mediation, in accordance with the commercial mediation rules of the American Arbitration Association or any successor organization as determined solely by us. No statement made by the Claimant or us in any mediation proceeding and no evidence submitted during, or in connection with, any mediation proceeding will be admissible in any legal proceeding. Each party will pay its own costs of the mediation but will share the cost of the mediator equally.

8.4. If the Claimant submitted its claim to mediation, as provided in this Paragraph 8, and the Claimant does not pay its portion of the mediator's costs within ten days after the Claimant receives the mediator's invoice, then the Claimant will have evidenced conclusively that he has no claim against any Franchisor Entity; and the Claimant will have evidenced conclusively that any claim he may have had is not a claim upon which the Franchisor is required to act, is not an actionable claim, is not grounds for the Claimant seeking any remedy under the Franchise Agreement, any amendment to the Franchise Agreement, any renewal franchise agreement, any amendment to any renewal franchise agreement, this Guarantee, or otherwise and is not grounds for termination by the Claimant of the Franchise Agreement, any

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amendment to the Franchise Agreement, any renewal franchise agreement, any amendment to any renewal franchise agreement, or this Guarantee; and the Claimant will be deemed to have waived any right he may have had to initiate any future claim against any Franchisor Entity for the same or similar cause.

8.5. If (a) the Claimant's notice complies with Paragraph 8.1, and (b) we do not cure in the manner and within the time period the Claimant demands in his notice, and (c) if the Claimant submitted his claim to mediation as provided in this Paragraph 8 and the Claimant and we did not resolve the Claimant's claim through mediation within 90 days after selection of a mediator, then the Claimant may file a legal action for such claim.

8.6. If the Claimant does not file a legal action for such claim within 30 days after conclusion of the mediation proceeding, then the Claimant will have evidenced conclusively that he has no claim against any Franchisor Entity; and the Claimant will have evidenced conclusively that any claim he may have had is not a claim upon which we are required to act, is not an actionable claim, is not grounds for the Claimant seeking any remedy under this Guarantee or otherwise and is not grounds for termination by the Claimant of the Franchise Agreement, any amendment to the Franchise Agreement, any renewal franchise agreement, any amendment to any renewal franchise agreement, or this Guarantee; and the Claimant will be deemed to have agreed to have waived any right he may have had to initiate any future claim against us for the same or similar cause.

9. <u>Waiver of certain rights.</u> Each Guarantor waives notice of amendment of the Franchise Agreement and any renewal franchise agreement and notice of demand for payment by the Franchisee and agrees to be bound by any and all such amendments and changes to the Franchise Agreement and any renewal franchise agreement. Each Guarantor waives the right: to enforce any oral agreement, promise, representation, or warranty not in this Guarantee; to amend, modify, or suspend any provision of the Franchise Agreement, any amendment to the Franchise Agreement, any renewal franchise agreement, any amendment to any renewal franchise agreement, or this Guarantee; to stay the effectiveness of any expiration or termination of the Franchise Agreement, any amendment to the Franchise Agreement, any renewal franchise agreement, any amendment to any renewal franchise agreement, this Guarantee or any other agreement between the Franchisee or any Franchisee affiliate and us or any of our affiliates or any pending expiration or termination thereof; and to seek damages against us because we insisted upon execution of any Release as permitted by the Franchise Agreement, any amendment to the Franchise Agreement, any renewal franchise agreement, any amendment to any renewal franchise agreement, and this Guarantee. The Release is a document that is separate and distinct from this Guarantee. No Guarantor may seek to litigate as a representative of, or on behalf of, any other person, class, or entity any dispute, controversy, or claim of any kind arising out of, or relating to, the Franchise Agreement, any amendment to the Franchise Agreement, any renewal franchise agreement, any amendment to any renewal franchise agreement, or this Guarantee, the rights and obligations of the parties, sale of the franchise, Huntington Advertising Fund, Contract Services Advertising Fund, Huntington Advertising Fund, Inc., or other claims or causes of action relating to the performance of any party to the Franchise Agreement, any amendment to the Franchise Agreement, any renewal franchise agreement, any amendment to any renewal franchise agreement, this Guarantee, Huntington Advertising Fund, Inc., Huntington Advertising Fund, or Contract Services Advertising Fund. No action or proceeding under this Guarantee will add as a party, by consolidation, joinder, or in any other manner, any person or party other than the Guarantor and us and any person in privity with, or claiming through, in the right of, or on behalf of, the Guarantor or us, unless both Guarantor and we consent in writing. We have the absolute right to refuse such consent for any reason or no reason.

10. <u>Limitation on claims.</u> Each Guarantor agrees that any and all claims by any Guarantor against us arising out of, or relating to, directly or indirectly, the making of, interpretation of, or performance under this Guarantee may not be commenced by any Guarantor, unless brought before the earlier of (1) the expiration of one year after the act, transaction, or occurrence upon which such claim is based; or (2) one year after this Guarantee expires or is terminated for any reason. Each Guarantor agrees that any claim or action not brought by any Guarantor within the periods required under this Guarantee will forever be barred as a claim, counterclaim,

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defense, or set off.

11. **<u>WAIVER OF TRIAL BY JURY.</u>** EACH GUARANTOR AGREES TO WAIVE A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING, WHETHER AT LAW OR IN EQUITY, ABOUT ANY AND ALL ISSUES THAT ARISE OUT OF, CONCERN, OR RELATE TO, THE FRANCHISE AGREEMENT, ANY AMENDMENT TO THE FRANCHISE AGREEMENT, ANY RENEWAL FRANCHISE AGREEMENT, ANY AMENDMENT TO ANY RENEWAL FRANCHISE AGREEMENT, OR THIS GUARANTEE, ANY AND ALL TRANSACTIONS CONTEMPLATED IN THE FRANCHISE AGREEMENT, ANY AMENDMENT TO THE FRANCHISE AGREEMENT, ANY RENEWAL FRANCHISE AGREEMENT, ANY AMENDMENT TO ANY RENEWAL FRANCHISE AGREEMENT, AND THIS GUARANTEE, EACH GUARANTOR'S PERFORMANCE UNDER THIS GUARANTEE, OR OTHERWISE, DURING THE TERM OF THIS GUARANTEE AND FOR ALL TIME AFTERWARDS. WE HAVE THE RIGHT TO FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS GUARANTEE WITH ANY COURT AS WRITTEN EVIDENCE OF EACH GUARANTOR'S CONSENT TO WAIVER OF A TRIAL BY JURY. EACH GUARANTOR AGREES THAT HIS REPRESENTATIONS WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS GUARANTEE FOR ANY REASON.

12. <u>Limitation on remedies.</u> During the term of this Guarantee and afterwards, each Guarantor waives to the fullest extent permitted by law any right to, or claim for, any punitive, speculative, exemplary, incidental, indirect, special, or consequential damages against any Franchisor Entity arising out of any cause whatsoever that arises out of, concerns, or relates to, the making of, interpretation of, or performance under, directly or indirectly, the Franchise Agreement, any amendment to the Franchise Agreement, any renewal franchise agreement, any amendment to any renewal franchise agreement, and this Guarantee, whether such cause is based in contract, negligence, strict liability, other tort, or otherwise, including any Guarantor's claim or counterclaim that we unreasonably gave, withheld, or delayed our consent or approval to anything.

13. <u>Specific performance.</u> Notwithstanding any other provision of this Guarantee, we have the right to seek specific performance of any Guarantor's obligations under this Guarantee or injunctive relief against any conduct that will cause us loss or damage, under customary equity rules, to prevent a breach or threatened breach of this Guarantee, without the need to show monetary damages and without posting a bond. Such conduct includes any use by any Guarantor relating to the Marks, the System, the Brand Standards, our Confidential Information, or our trade secrets. An application for such a remedy will not be deemed an election or a waiver of any other remedy under this Guarantee or at law or in equity. We may file an original counterpart or a copy of this Guarantee with any court as written evidence of the undersigned's consent to the issuance of injunctive relief.

14. <u>Recovery of costs and fees.</u> Except as otherwise specifically provided for herein, in any judicial or administrative action, order, or proceeding hereunder involving us and any Guarantor during the term of this Guarantee or thereafter, the prevailing party will be entitled to recover its out-of-pocket costs and expenses, including all court costs and attorneys', accountants', and consultants' fees, costs, and expenses. Such court costs and attorneys', accountants', or consultants' fees, costs, and expenses mean the full and actual amounts of all court costs and any legal, accounting, and consulting services rendered in connection with the matters involved and will not be limited to "reasonable attorneys' fees, costs, and expenses", "reasonable accountants' fees, costs, and expenses", or "reasonable consultants' fees, costs, and expenses" as defined by any federal, state, or local law, regulation, statute, or rule of court or court or arbitrator decisions.

15. <u>No duress</u>. Each Guarantor represents and agrees that he is entering into this Guarantee and makes each and all the representations in this Guarantee of his own free will and volition and not under any economic, operational, or other threat, coercion, duress, or other cause brought or threatened by us or any other party.

16. <u>Other important provisions.</u> Each article, paragraph, subparagraph, term, condition, and covenant of this Guarantee and all portions of them will be considered severable. If, for any reason, any portion of this Guarantee is determined to be unconscionable or unenforceable or invalid, contrary to, or in conflict with, any applicable law, rule, or regulation in a final unappealed ruling issued by any court, agency, or tribunal with valid jurisdiction in an action or proceeding to which we are a party, that ruling will not impair the operation of, or have any other effect upon, any other portion of this Guarantee, all of which will remain binding on us and each Guarantor and will continue to be given full force and effect. Any invalid portion will be deemed not

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to be a part of this Guarantee as of the date on which the ruling becomes final, if any Guarantor is a party to this action or proceeding, or on such Guarantor's receipt of notice of non-enforcement from us. Each Guarantor agrees to be bound by any promise or covenant imposing the maximum duty permitted by law that is subsumed within the terms of any provision hereof, as though it were separately articulated in, and made a part of, this Guarantee, that may result from striking from any of the provisions hereof any portion or portions that a court or agency having valid jurisdiction may hold to be unreasonable and unenforceable in an unappealed final decision to which we are a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court or agency order. Article, paragraph, and subparagraph captions are for convenience only and are not part of this Guarantee and do not define, limit, or construe their contents. Words of any gender include masculine, feminine, and neuter usages and, where the context requires, words in the singular or plural includes the other. The language in all parts of this Guarantee will be construed simply according to its fair and plain meaning and not strictly for or against us or any Guarantor. If any provision of this Guarantee is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision will have the meaning that renders it valid. This Guarantee may be executed in multiple counterparts, each of which will be deemed an original. This Guarantee may be exchanged electronically (by facsimile, e-mail or other means of electronic transmission) and may be signed electronically using a commercially acceptable and verifiable electronic signature tool, such as DocuSign. The attachments and exhibits referenced herein will be construed with and as an integral part of this Guarantee to the same extent as if they were set forth verbatim herein. For the purposes of this Guarantee, all references to laws and regulations refer to present and future laws and regulations; and all references to government agencies or regulators refer to all present and future government agencies or regulators; and all references to HLCs, franchisees, licensees, affiliates, agents, and third parties refer to present and future HLCs, franchisees, licensees, affiliates, agents, and third parties. For purposes of this Guarantee, (a) the words "include," "includes", and "including" are deemed to be followed by the words "without limitation," and (b) the word "or" is not exclusive, and (c) the word "day" means a calendar day, and (d) the words "herein", "hereof", "hereby", "hereto", and "hereunder" refer to this Guarantee as a whole and not to any particular section or paragraph hereof; and (e) in connection with a HLC, the word "operate" includes Huntington Services, eTutoring, and Contract Services; and (f) The word "data" includes data in all formats, including electronic and non-electronic formats. Each signatory to this Guarantee executes it as an individual and not in any capacity as an officer, director, shareholder, or member of the Franchisee or of any other entity. Any title any signatory affixes hereunder is non-binding and is of no effect under this Guarantee. Each Guarantor and each signatory to this Agreement represents each that he and each Guarantor is a citizen of the United States or possesses a Permanent Resident Card (aka Green Card) that allows each him and each Guarantor to live and work permanently in the United States.

17. <u>Notices.</u> Unless otherwise specifically provided in this Guarantee, all notices to us and any Guarantor during the term of this Guarantee and afterwards must be in writing and must be sent to the other party by registered or certified mail, postage fully prepaid, return receipt requested, or sent by other means that affords the sender evidence of delivery, attempted delivery, or rejected delivery, addressed to such party's address for notices as identified in the Franchise Agreement, or at any other address that we or any Guarantor designates in writing; provided, however, except as provided herein, no notices may be sent hereunder by text, email, or by telefax and no Guarantor may designate any address that is a post office box. Guarantors must send all notices to us using the English language. We have the right to send all notices to any Guarantor using the English language. Notices will be deemed delivered and received on the earliest of actual receipt; 5 business days after placement in the U.S. mail; or one business day after mailing, if placed in the U.S. mail or a courier service for next business day delivery. In addition to the below address, the Franchisor has the right to send notices to the Premises address or any address the Franchisee, any Owner, or any Guarantor supplied to the Franchisor.

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Notices to the Franchisor:	Huntington Learning Centers, Inc.; 496 Kinderkamack Road; Oradell, New Jersey 7649; Attn: Co-chair
Notices to Guarantors: *(Please enter the names and addresses of Guarantors – not a post office box)*	______________________ ______________________ ______________________ ______________________

ACCEPTANCE AND AGREEMENT

I HAVE A COPY OF THIS GUARANTEE AND THE FRANCHISE AGREEMENT AND EACH OF THE FRANCHISE AGREEMENT'S EXHIBITS AND ATTACHMENTS. I AGREE I APPROVED THIS GUARANTEE. I FREELY, WITHOUT DURESS, WITHOUT RESERVATION, AND AFTER DUE CONSIDERATION ACCEPT AND AGREE TO BE BOUND BY, AND TO PERFORM ACCORDING TO, THIS GUARANTEE AND THE FRANCHISE AGREEMENT AND EACH OF THE FRANCHISE AGREEMENT'S EXHIBITS AND ATTACHMENTS AND EACH AND ALL OF THEIR TERMS.

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed his or her signature.

Print name	Signature	Date signed
Print name	Signature	Date signed
Print name	Signature	Date signed
Print name	Signature	Date signed

Guarantee Agreement
Attachment A, Guarantor Descriptions

Guarantors. Please complete one table for each Guarantor.

Guarantor 1			
Guarantor's name			
Title or position			
Street address			
Town	State	ZIP Code	
Daytime phone number	Evening phone number	Other phone number	Cell number
Personal email address			

Guarantor 2			
Guarantor's name			
Title or position			
Street address			
Town	State	ZIP Code	
Daytime phone number	Evening phone number	Other phone number	Cell number
Personal email address			

Guarantor 3			
Guarantor's name			
Title or position			
Street address			
Town	State	ZIP Code	
Daytime phone number	Evening phone number	Other phone number	Cell number
Personal email address			

Guarantee Agreement
Attachment A, Guarantor Descriptions

Guarantor 4			
Guarantor's name			
Title or position			
Street address			
Town	State		ZIP Code
Daytime phone number	Evening phone number	Other phone number	Cell number
Personal email address			

Guarantor 5			
Guarantor's name			
Title or position			
Street address			
Town	State		ZIP Code
Daytime phone number	Evening phone number	Other phone number	Cell number
Personal email address			

Guarantor 6			
Guarantor's name			
Title or position			
Street address			
Town	State		ZIP Code
Daytime phone number	Evening phone number	Other phone number	Cell number
Personal email address			

If there are more than six Guarantors, please copy this Attachment A and enter their information on that attachment.

CONFIDENTIALITY AGREEMENT

Name of your employer ("Employer"). The Employer is also known as the "Franchisee". If your Employer is a corporation or partnership, enter the name of the corporation or partnership. If your Employer is one or more individuals, enter their names. Do not enter "Huntington Learning Center", "Huntington Learning Centers, Inc.", or "Franchisor".		
City and state in which the Employer is located	City	State

Directions. For as long as the Employer operates a Huntington Learning Center® business, each of the following individuals must complete and sign one copy of this Confidentiality Agreement. The Franchisee keeps it in a secure file at his or her Huntington Learning Center® business. These individuals are: The Franchisee, the Franchisee's spouse, each Owner, each spouse of each Owner, each Guarantor, each spouse of each Guarantor, and each of your employees. (An "Owner" is any owner of any interest, directly or indirectly, in the Franchisee.

Print your name		
Your address (street, town, state, ZIP Code). Do not enter a post office box.	Street	
	Town	
	State	ZIP Code
Your phone number (with area code)		
Identify the position you hold or will hold with your Employer		

In consideration of your position with the Employer, and One Dollar, receipt of which is hereby acknowledged, you, the undersigned, hereby acknowledge and agree that:

1. **Confidentiality.** Your Employer operates a franchised Huntington Learning Center® business ("Center") under a franchise agreement with Huntington Learning Centers, Inc. ("Franchisor"). The Center offers tutoring in reading, phonics, study skills, mathematics, and related areas; offers tutoring to prepare for state or standardized exams, including the SAT and ACT; and offers tutoring in math, science, and other academic subjects. It offers these subjects at its office, online, and in schools and other public entities. During the term of your employment with your Employer and for all time thereafter, you agree not to communicate, divulge, or use for the benefit of any person or entity (such as a partnership, association, limited liability company, corporation, or other entity) any confidential information, knowledge, or know-how concerning the Franchisor's system of operation ("System"), including the training you receive and the methods of operation of the Center that may be communicated to you by virtue of your employment or affiliation with your Employer. Any and all information, knowledge, know-how, techniques, and other data that the Franchisor designates as confidential will be deemed confidential for purposes of this Confidentiality Agreement ("Agreement.")

CONFIDENTIALITY AGREEMENT

2. **Do not assist competitors.** You agree you will receive certain valuable information about the System, and this information would not have been given to you without your execution of this Agreement. You covenant that while you are employed by your Employer and for a continuous uninterrupted period of two consecutive years beginning when your employment or affiliation with your Employer ends, you must not in any way (directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity) (a) divert or attempt to divert any present or prospective business or customer of the Center to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Franchisor's trademarks or its System; and (b) own, maintain, operate, engage in, be employed by, be a consultant to, loan money to, provide any assistance to, be a franchisee of, or have any interest in (as owner, guarantor, or otherwise) any business in competition with the Franchisor, which business is located within a radius of 25 miles from the Center and any other Huntington Learning Center® business. The Employer has the right, but not the obligation, at any time, to reduce the scope of any covenant in this Agreement or any portion of any covenant in this Agreement, without your consent, effective immediately upon receipt by you of written notice; and you must comply immediately with any covenant as so modified, which will be fully enforceable without regard to any other provision of this Agreement.

   You may work for any school licensed by, or recognized as, a school by the state or jurisdiction in which such school operates, providing that you or the school does not use for your or its benefit, or for the benefit of others, our confidential information, or disclose any Franchisor trade secret.

3. **Third-party beneficiary.** The Franchisor is a third-party beneficiary of this Agreement and may enforce it, solely or jointly with your Employer at the Franchisor's sole discretion. Any violation of this Agreement will cause the Franchisor and your Employer irreparable harm, and, therefore, the Franchisor or your Employer, or both, may apply for the issuance of an injunction preventing you from violating this Agreement in addition to any other remedies it or they may have hereunder at law or in equity.

4. **Conflict.** If any provision of this Confidentiality Agreement conflicts with any law or regulation, including any National Labor Relations Board regulation, then your Employer and the Franchisor have the right to reduce the scope of any covenant in this Confidentiality Agreement or any portion of any covenant in this Confidentiality Agreement, without your consent, effective immediately upon receipt by you of written notice sent to you by either your Employer or the Franchisor; and you agree to comply immediately with any covenant as so modified, which will be fully enforceable without regard to any other provision of this Confidentiality Agreement.

5. **Acceptance and agreement.** I agree to be bound by this Confidentiality Agreement. I have a copy of this Confidentiality Agreement.

IN WITNESS WHEREOF, I freely and without duress and after due consideration agree to be bound by, and to perform according to, this Confidentiality Agreement, without reservation and affix my signature below.

Print name,	Signature	Date

AMENDMENT AGREEMENT FOR RESTRICTIONS ON TRANSFERS
(FOR PARTNERSHIP OR LIMITED LIABILITY COMPANY)

Instructions: If you are a partnership or a limited liability company and if your partnership agreement, articles of organization, or operating agreement (as applicable) does not provide that the transfer of interests or issuance of additional interests is restricted by this Agreement, then you must amend the applicable documents with this Amendment Agreement to reflect such restriction, as follows.

- Complete this amendment.
- All partners or members sign below.
- Retain this amendment with your partnership agreement, articles of organization, or operating agreement (as applicable).

Notwithstanding anything to the contrary contained in the partnership agreement or operating agreement of

(enter the name of the partnership or limited liability company that is the franchisee of Huntington Learning Centers, Inc.) ____
("Franchisee"), the undersigned partners or members agree as follows:

> The transfer of any partnership interest or membership interest, whichever is applicable, in the Franchisee is subject to the terms and conditions of one or more franchise agreements with Huntington Learning Centers, Inc. ("Franchisor") that restrict the transfer of any direct or indirect interest in Franchisee, except as provided in such franchise agreement(s).

The undersigned represent, warrant, and agree that they constitute all partners or members of the Franchisee necessary to amend the Franchisee's partnership agreement or operating agreement.

IN WITNESS WHEREOF, the undersigned have executed this Amendment Agreement on the date ______________

Print name	Signature	Title
Print name	Signature	Title
Print name	Signature	Title
Print name	Signature	Title

CONFESSION OF JUDGEMENT

Note: This form is not used where a Confession of Judgment is prohibited or unenforceable.

Name of the franchisee (“you” and “Franchisee”). If the Franchisee is a legal entity, enter that legal entity’s name. If the Franchisee is one or more individuals, enter each of their names.	
Name of the exclusive area (“Exclusive Area”) in the franchise agreement (“Franchise Agreement”) executed between Huntington Learning Centers, Inc. (“Franchisor”) and you for you to operate a franchised Huntington Learning Center® business	

This CONFESSION OF JUDGEMENT is entered into and made on the date entered below. Upon default of any of the obligations set forth in Paragraph 8.6.1 (complaints), Paragraph 8.6.2 (refunds), or Paragraph 16.1.1L (customers) of the Franchise Agreement, the Franchisee, each individual (each a “Guarantor”) who signed the Franchise Agreement, guarantee (“Guarantee Agreement”) of the Franchise Agreement, and each signatory to this Confession of Judgement hereby appoints, authorizes, and empowers any attorney of any court of competent jurisdiction to appear for the Franchisee and enter judgement by confession against the Franchisee, each Guarantor, and each signatory to this Confession of Judgement in favor of the Franchisor or its assigns, for all amounts payable by the Franchisee to customers under Paragraph 8.6.1, Paragraph 8.6.2, or Paragraph 16.1.1L of the Franchise Agreement, plus the Franchisor’s fees, costs, and expenses of entering this judgement and making payment hereunder, including attorneys’, accounts’, consultants’, agents’, and courts’ fees, costs, and expenses. If the Franchisor’s fees, costs, and expenses include any attorneys’, accountants’, or consultants’ fees or costs, then attorneys’, accountants’, and consultants’ fees or costs mean the full and actual amounts of any legal, accounting, and consulting services rendered in connection with the matters involved and are not limited to “reasonable attorneys’ fees and costs”, “reasonable accountants’ fees and costs”, or “reasonable consultants’ fees and costs” as defined by any federal, state, or local law, regulation, statute, or rule of court or court or arbitrator decisions. Such exercise of warrant of attorney will not exhaust any future exercise or entry of judgement or any other right the Franchisor has under the Franchise Agreement or Guarantee Agreement. The Franchisee, each Guarantor, and each signatory to the Confession of Judgement hereby waive any summons or other process, consents to immediate execution of such judgement, and waives demand, protest, notice of default or non-payment, presentment, stay of execution, appeal, all errors, or benefit of any statutory or common law debtor’s exemptions.

IN WITNESS WHEREOF, the Franchisee and each Guarantor has executed this Confession of Judgement on _______

TO BE SIGNED BY THE OWNERS OF THE FRANCHISEE
By signing below, the below individuals represent they have the power to bind, and hereby bind, the Franchisee

Print name Signature Title

Print name Signature Title

TO BE SIGNED BY THE GUARANTORS
By signing below, each Guarantor agrees to this Confession of Judgement

Print name Signature

Exhibit E

Assignments and Notifications

Exhibit E1
ASSIGNMENTS UPON TERMINATION OF THE FRANCHISE AGREEMENT ("ASSIGNMENT")

Name of the franchisor ("we", "us", "our", and the "Franchisor")	Huntington Learning Centers, Inc.
Name of the franchisee ("you" and "Franchisee"). If the Franchisee is a legal entity, enter that legal entity's name. If the Franchisee is one or more individuals, enter each of their names.	
Name of the exclusive area ("Exclusive Area") in the franchise agreement ("Franchise Agreement") executed between the Franchisor and you for you to operate a franchised Huntington Learning Center® business ("Franchised Business")	

This Assignment will become effective upon the Franchisor's written certification of termination or expiration of the Franchise Agreement.

Phone number assignment. The Franchisee hereby unconditionally and irrevocably directs each telephone company servicing any Franchised Business telephone to transfer all such telephone numbers to the Franchisor or to the person or entity and premises the Franchisor directs. These phone numbers are: ____

Phone number redirect. The Franchisee hereby unconditionally and irrevocably directs each telephone and other company servicing any Franchised Business telephone to remove immediately the remote call forwarding to the Franchisor assigned phone number(s). These phone numbers are: ____

Email and internet assignment. The Franchisee hereby unconditionally and irrevocably directs each email and internet provider servicing the Franchised Business to transfer all its email addresses and Internet facilities to the Franchisor or to the person or entity and premises the Franchisor directs. The email addresses and Internet facilities are: ____

Utility assignment. The Franchisee hereby unconditionally and irrevocably directs each utility company servicing the Franchised Business to transfer its service to the Franchisor or to the person or entity the Franchisor directs. The utility companies are:
____

The Franchisee agrees to use its best efforts to cooperate fully and timely with the Franchisor and each telephone company, email and internet provider, utility company, and other company in accomplishing the actions contemplated in this Assignment. For a period of two years from the date of expiration or termination of the Franchise Agreement for any reason, the Franchisee hereby irrevocably appoints the Franchisor or its nominee to be the Franchisee's attorney-in-fact coupled with an interest, and with power of substitution, to execute and to file for the Franchisee any relevant document to accomplish the acts contemplated in this Assignment. The Franchisor has the right to file an original counterpart or a copy of this Assignment with all companies providing any service to the Franchised Business and with any court, agency, or person as written evidence of the appointment by the Franchisee of the Franchisor or its nominee to be the Franchisee's attorney-in-fact. The Franchisee agrees to pay all companies any amount or compensation required by them to accomplish the acts required by the Franchisor under this Assignment, or to the Franchisor immediately upon demand, if the Franchisor pays any such required amount. The Franchisee agrees to indemnify and hold harmless the Franchisor and its present and past affiliates and its and their successors and assigns and its and their respective present and past directors, officers, shareholders, employees, and agents in connection with any and all claims, losses, fees, costs, expenses, liabilities, compliance costs, and damages incurred by the indemnified parties as a result of all matters associated with actions untaken or attempted by the Franchisor or its nominees under this Assignment, plus the Franchisor's related out-of-pocket costs, including attorneys', accountants', consultants', agents', and courts' fees, costs, and expenses. The Franchisee represents and warrants it has the full right, power, and authority to make this Assignment and its execution by the individual(s) below on behalf of the Franchisee, and the delivery of this Assignment, have been duly authorized by all necessary action by the Franchisee. This Assignment will inure to the benefit of, and be binding upon, the Franchisee and its successors and assigns. Delivery of an executed counterpart of this Assignment electronically or by facsimile will be effective as delivery of an original executed counterpart of this Assignment. The Franchisee has no right to, and will not, terminate this Assignment before the Franchise Agreement expires or terminates. IN WITNESS WHEREOF, the below parties have executed this Assignment on _________________________________

Name of Franchisee *(Enter the same name from the above table)*:	

Print name Signature Title

Exhibit E2

FRANCHISEE AGREEMENT REGARDING PRIMARY OWNER (“AGREEMENT”)

Name of the franchisor (“we”, “us”, “our”, and the “Franchisor”)	Huntington Learning Centers, Inc.
Name of the franchisee (“you” and “Franchisee”). If the Franchisee is a legal entity, enter that legal entity’s name. If the Franchisee is one or more individuals, enter each of their names.	
Name of the exclusive area (“Exclusive Area”) in the franchise agreement (“Franchise Agreement”) executed between us and you for you to operate a franchised Huntington Learning Center® business (“Franchised Business”)	
Name of Primary Owner. The “Primary Owner” is an owner of the Franchisee who is responsible for managing the Franchised Business and who we can contact about the Franchise Agreement and the Franchised Business.	

Each Huntington Learning Center® business provides a highly personalized approach to tutoring students, interacting with them and their parents or guardians, communicating with their schools and other professionals, and supporting and managing staff. Your Primary Owner must ensure compliance with your obligations to us, your customers, vendors, and all others; and must learn the business by attending initial training and understanding all aspects of the business.

By signing below, you, the Franchisee, acknowledge and agree with the following requirements regarding the Primary Owner and agree to comply with these requirements: (a) the Primary Owner must be a natural person, not a legal entity; and (b) you must designate an Owner to serve as the Primary Owner; and (c) the Primary Owner must hold an ownership interest in the Franchisee; and (d) the Primary Owner must complete Franchisee Initial Training within the time period we require in the Franchise Agreement; and (e) the Primary Owner must be fluent in reading and writing English; and (f) the Primary Owner must be responsible for managing the Franchised Business; and (g) throughout the first two full years after opening the first Franchised Business, the Primary Owner must work full-time, year-round in the business during all hours it is open, which, at a minimum, are those hours listed in the Huntington Manuals; and (h) throughout the first two full years after opening the first Franchised Business the Primary Owner must not work in any other full- or part-time job or occupation throughout the term of the Franchise Agreement; and (i) the Primary Owner must be the individual who we can contact about the Franchised Business.

IN WITNESS WHEREOF, the Franchisee has executed this Agreement on ____

Name of Franchisee *(Enter the name from the above table)*:	

Print name Signature Title

Print name Signature Title

Exhibit E3

FRANCHISEE ACKNOWLEDGEMENT REGARDING EMPLOYEES (“ACKNOWLEDGEMENT”)

Name of the franchisor (“we”, “us”, “our”, and the “Franchisor”)	Huntington Learning Centers, Inc.
Name of the franchisee (“Franchisee”). If the Franchisee is a legal entity, enter that legal entity’s name. If the Franchisee is one or more individuals, enter each of their names.	
Name of the exclusive area (“Exclusive Area”) in the franchise agreement (“Franchise Agreement”) executed between the Franchisor and the Franchisee for the Franchisee to operate a franchised Huntington Learning Center® business	

The Franchisee hereby acknowledges and agrees for all time to each of the following in connection with the operation of the Franchisee’s Huntington Learning Center® business:

1. The Franchisee is solely responsible for all Franchisee employees and for all issues related to them.
2. The Franchisor is not responsible for any Franchisee employee or for any issues related to any Franchisee employee.
3. The Franchisor has no authority or control over any Franchisee employee.
4. The Franchisor has no authority or control over, and has no right to direct the Franchisee in connection with, any of the following:
   a. Performance of any Franchisee employee’s work
   b. To hire or fire any Franchisee employee
   c. To supervise or control any Franchisee employee’s work schedules or conditions
   d. To determine pay rate or method of payment for any Franchisee employee
   e. To maintain any Franchisee employee’s personnel, employment, or pay records
5. All staffing models and related guidance presented in the Franchisor’s written and oral communications to the Franchisee are recommendations, not directives, and are for quality and conformity with the Franchisor’s Brand Standards in operating a franchised Huntington Learning Center® business. Unless required by the Franchise Agreement, implementation of these staffing models and related guidance is within the Franchisee’s sole discretion.
6. Other than rights reserved in the Franchise Agreement, the Franchisor reserves no actual or apparent authority over any Franchisee employee or any issue related to any Franchisee employee and expressly disclaims any actual or apparent authority over any Franchisee employee and any issue related to any Franchisee employee.
7. IN WITNESS WHEREOF, the Franchisee has executed this Acknowledgement on ______________________________________

Name of Franchisee *(Enter the name from the above table)*:	

Print name Signature Title

Print name Signature Title

Exhibit E4

NOTIFICATION TO FRANCHISEE EMPLOYEES

Directions. Each employee signs this form when hired and thereafter at least once a quarter. After signing, give it to the Franchisee and the Franchisee keeps it in a secure file at the Franchisee's Huntington Learning Center® business.

Name of the franchisee ("Franchisee") who has a franchise agreement with Huntington Learning Centers, Inc. ("Franchisor") to operate a franchised Huntington Learning Center® business	

This notice is to advise you of the following:

1. The Franchisee is the employer of all its employees. The Franchisee is responsible for all issues related to the Franchisee's employees, including their compensation, management, decisions, work-related terms and conditions, and maintaining their personnel, employment, and pay records.
2. In connection with the Franchisee's Huntington Learning Center® business: (a) Neither the Franchisor nor any of its affiliates is the employer or joint employer of any of the Franchisee's employees; and (b) Neither the Franchisor nor any of its affiliates is responsible for any issue related to any of the Franchisee's employees; and (c) Neither the Franchisor nor any of its affiliates is responsible for any Franchisee employee-related compensation, management, decisions, work-related terms or conditions, or personnel, employment, or pay records.

Employee's signature

By signing below, I acknowledge that I received this notification:

Print name	Signature	Title	Date signed

Franchisee's signature

By signing below, I acknowledge that I received this notification signed by the above employee:

Print name	Signature	Title	Date signed

Exhibit E5

FRANCHISEE DATA REPORTING REQUEST (THE "REQUEST")

Name of the Loan Company	LendingClub Corporation, a Delaware Corporation ("Loan Company")
Name of the Loan Company's program ("Loan Program")	Your Tuition Solution Program or YTS Program
Name of the franchisee ("you", "Franchisee", and "Provider"). If the Franchisee is a legal entity, enter that legal entity's name. If the Franchisee is one or more individuals, enter each of their names.	
Name of the exclusive area ("Exclusive Area") in the franchise agreement ("Franchise Agreement") executed between Huntington Learning Centers, Inc. ("Franchisor") and you for you to operate a franchised Huntington Learning Center® business ("Franchised Business")	

This irrevocable Request amends the Franchise Agreement and is made by the Franchisee (who also is known as the Provider) for the benefit of the Loan Company. The Loan Company and the Provider are known as the "Parties"; each is known as a "Party". The Parties have entered, or will enter, into a Registration Agreement or Registration Provider Agreement that sets forth the terms and conditions for the arrangement of financing by the Loan Company and its lending partners for the Provider's clients to pay for or purchase certain education or tutoring services ("Services") from the Provider using the Loan Program. The Provider hereby represents the Provider's Franchise Agreement includes provisions requiring the Provider to provide the Franchisor access to all data and reporting information ("Loan Data") related to the Services and the Loan Program, and the Provider wishes for the Loan Company to provide the Loan Data to Franchisor. Further, for as long as the Provider participates in the Franchisor's Virtual Conferencing, the Provider gives the Franchisor permission to log onto the Loan Company's dashboard on the Provider's behalf and submit applications on the Provider's behalf.

1. Request. Based on the foregoing, the Provider requests the Loan Company provide to the Franchisor any and all Loan Data related to the Services and the Loan Program.
2. Date of effectiveness. This Request is effective on the Effective Date below and applies retroactively to all Loan Data related to the Services and the Loan Program. This Request will be effective for as long as the Provider is a franchisee of the Franchisor. The Provider may not revoke this Request.
3. Representations and warranties. The Provider represents and warrants that it has the full right, power, and authority to make this Request; and the execution of this Request by the individual whose signature is set forth on this Request on behalf of the Provider, and the delivery of this Request by the Provider, have been duly authorized by all necessary action on the part of Provider.
4. Miscellaneous. This Request will inure to the benefit of and be binding upon each of the Parties and each of their respective successors and assigns. Delivery of an executed counterpart of this Request electronically or by facsimile will be effective as delivery of an original executed counterpart of this Request.
5. No termination. The Provider has no right to, and will not, terminate this Request prior to expiration or termination of the Franchise Agreement.
6. IN WITNESS WHEREOF, the Provider has executed this Request as of the following date ("Effective Date") _____________

Name of Provider *(Enter the same name that appears in the above table)*:

Print name	Signature	Title
Print name	Signature	Title

Exhibit E6

YOUR INITIAL INVESTMENT

Directions. Within 60 days after you open the Franchised Business, please summarize your initial investment on this form and email it to your Franchise Business Consultant. Thank you in advance for your cooperation.

YOUR INITIAL INVESTMENT			
Name of the franchisee ("you" and "Franchisee"). If the Franchisee is a legal entity, enter that legal entity's name. If the Franchisee is one or more individuals, enter each of their names.			
Name of the exclusive area ("Exclusive Area") in the franchise agreement executed between Huntington Learning Centers, Inc. ("Franchisor") and you for you to operate a franchised Huntington Learning Center® business			
Date you email this form to your Franchise Business Consultant			
Type of expenditure	**Amount you spent**	**Who did you pay?**	**Comments**
Travel, living expenses for initial training			
Curricula and testing materials			
Furniture, computers			
Start-up supplies			
Advertising			
Architect			
Security and utility deposits; license fees			
Real estate and improvements			
Exterior sign			
Interior graphics			
Professional fees			
Insurance			
Total			

To be completed by your Franchise Business Consultant	
Date you received this form	
Date you sent this form to the Contracts Department	
Date Contracts entered this information	

Exhibit E7

NOTIFICATION THAT THE UNDERSIGNED IS NO LONGER OPERATING A HUNTINGTON LEARNING CENTER® BUSINESS

Directions. *Within 5 days after the Franchise Agreement expires or terminates, please notify your landlord and each of your utilities and vendors that the Franchise Agreement has expired and that you no longer operate a Huntington Learning Center® business. Also send a copy to the Franchisor, Huntington Learning Centers, Inc.*

Thank you in advance for your cooperation.

To:
Email or physical address:

From ("Franchisee"):	
Physical address:	
Email address:	Phone:

This notice is sent by the Franchisee to inform you that the Franchisee no longer is operating a Huntington Learning Center® business and that the Franchisee's franchise agreement with the Franchisor, Huntington Learning Centers, Inc., is terminated. Please be aware that, because the Franchisee is no longer operating a Huntington Learning Center® business, it no longer has any rights to use the mark, Huntington Learning Center®, or to use any aspects of the Franchisor's system.

Thank you for your cooperation.

Print name	Signature	Title	Date

EXHIBIT E8
TERMINATION OF TRADE NAME REGISTRATION

Name of the franchisor ("we", "us", "our", and the "Franchisor")	Huntington Learning Centers, Inc.
Name of the franchisee ("you" and "Franchisee"). If the Franchisee is a legal entity, enter that legal entity's name. If the Franchisee is one or more individuals, enter each of their names.	
Name of the exclusive area ("Exclusive Area") in the franchise agreement ("Franchise Agreement") executed between us and you for you to operate a franchised Huntington Learning Center® business ("Franchised Business")	
State or states in which the Franchised Business operates	
Names applicable to this Termination of Trade Name Registration	"Huntington", "Huntington Learning Center", and "Huntington Learning Center (with design)"

This Termination of Trade Name Registration will become effective upon written certification by the Franchisor that the Franchise Agreement has terminated or expired.

The Franchisee and each of its owners (each an "Owner") hereby unconditionally and irrevocably direct the Secretary of State in the above indicated state or states to cancel any assumed name registration or equivalent registration obtained by the Franchisee or any Owner that contains any of the marks ("Marks") owned by the Franchisor or its parent, affiliates, or subsidiaries, including the marks "Huntington", "Huntington Learning Center", and "Huntington Learning Center (with design)".

For a period of two years from the date of expiration or termination of the Franchisee's rights under the Franchise Agreement for any reason, the Franchisee and each Owner hereby irrevocably appoints the Franchisor or its nominee to be the Franchisee's and each Owner's attorney-in-fact coupled with an interest, and with power of substitution, to execute and to file for the Franchisee and each Owner any relevant document to accomplish the acts contemplated in this Termination of Trade Name Registration. The Franchisor has the right to file an original counterpart or a copy of this Termination of Trade Name Registration with each Secretary of State and any other individuals; and with any court, agency, or person as written evidence of the appointment by the Franchisee and each Owner of the Franchisor or its nominee to be the Franchisee's attorney-in-fact. The Franchisee and each Owner agree to pay any entity, including each Secretary of State, any amount or compensation required by such entities to accomplish the acts required by the Franchisor under this Termination of Trade Name Registration, or to the Franchisor immediately upon demand, if the Franchisor pays any such required amount. The Franchisee and each Owner agree to indemnify and hold harmless the Franchisor and its present and past affiliates and its and their successors and assigns and its and their respective present and past directors, officers, shareholders, employees, and agents in connection with any and all claims, losses, costs, expenses, liabilities, compliance costs, and damages ("Fees and Costs") incurred by the indemnified parties as a result of all matters associated with actions untaken or attempted by the Franchisor or its nominees under this Termination of Trade Name Registration, as well as the Franchisor's related out-of-pocket costs, including attorneys', accountants', consultants', agents', and courts' fees, costs, and expenses. The Franchisee represents and warrants it has the full right, power, and authority to make this Termination of Trade Name Registration and its execution by the individual(s) below on behalf of the Franchisee, and the delivery of this Termination of Trade Name Registration, have been duly authorized by all necessary action by the Franchisee. This Termination of Trade Name Registration will inure to the benefit of, and be binding upon, the Franchisee and its successors and assigns. Delivery of an executed counterpart of this Termination of Trade Name Registration electronically or by facsimile will be effective as delivery of an original executed counterpart of this Termination of Trade Name Registration. The Franchisee has no right to, and will not, terminate this Termination of Trade Name Registration before the Franchise Agreement expires or terminates.

SIGNATURES APPEAR ON THE NEXT PAGE.

EXHIBIT E8
TERMINATION OF TRADE NAME REGISTRATION

IN WITNESS WHEREOF, the Franchisee and each Owner has executed this Termination of Trade Name Registration on ________________________________

OWNERS SIGN

NamePrin1

Print name	Signature

NamePrin2

Print name	Signature

Print name	Signature

Print name	Signature

Exhibit E9

FRANCHISEE ACKNOWLEDGEMENT REGARDING COPYRIGHT

Name of the franchisor ("we", "us", "our", and the "Franchisor")	Huntington Learning Centers, Inc.
Name of the franchisee ("you" and "Franchisee"). If the Franchisee is a legal entity, enter that legal entity's name. If the Franchisee is one or more individuals, enter each of their names.	
Name of the exclusive area ("Exclusive Area") in the franchise agreement ("Franchise Agreement") executed between us and you for you to operate a franchised Huntington Learning Center® business ("Franchised Business")	

In connection with copyright law and any services you provide at the Franchised Business, you agree you will not use, or permit any of your employees or agents to use, any material ("Copyrighted Material") copyrighted by a third party ("Third Party") for which the Franchisor does not have a license to use. Such Third Parties include College Board and Khan Academy and such Copyrighted Material includes material developed and copyrighted by the College Board and Khan Academy, including material developed by them to prepare for the SAT, ACT, standardized exams, and state exams. If you fail to comply with the preceding requirement or copyright law, you are subject to heavy fines and penalties from Third Parties, as well as potential defaults under the Franchise Agreement. These copyright restrictions apply to all Third Party Copyrighted Materials, including the following paper-based and online resources by College Board and Kahn Academy:

- The Official SAT Study Guide
- College Board online practice tests
- College Board question banks
- College Board's Bluebook App
- All Khan Academy print and online resources

By signing below, you acknowledge the copyright restrictions in connection with Third Party Copyrighted Material and agree to comply fully with these restrictions.

Name of Franchisee *(Enter the same name from the above table)*:

Print name Signature Title

Print name Signature Title

Exhibit E10

PUBLIC ENTITIES FOR CONTRACT SERVICES

Directions: List all Public Entities that may or will pay you directly or indirectly (i.e., the Public Entity gives customers all or a portion of the funds that customers give to you) for any Contract Services you may or will provide. "Public Entities" mean schools, school districts, government and non-government organizations, corporate entities, and other non-profit and for-profit organizations. Email this form to your Franchise Business Consultant.

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<tr><th colspan="7">Public Entities for Contract Services</th></tr>
<tr><td colspan="5">Franchisee name</td><td colspan="2">Exclusive Area name</td></tr>
<tr><td colspan="7">Date you email this form to your Franchise Business Consultant</td></tr>
<tr><th>Organization name</th><th>Type of organization*</th><th>Where will you provide services?</th><th>Contact person</th><th>Organization address</th><th>Organization phone</th><th>Email</th></tr>
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*Types of organizations include schools, school districts, and for-profit and not-for-profit organizations.

To be completed by your Franchise Business Consultant	
Date you received this form	
Date you sent this form to the Contracts Department	
Date Contracts entered this information	

EXHIBIT F

MARKET DEVELOPMENT PLAN

Name of the franchisor ("we", "us", "our", and the "Franchisor")	Huntington Learning Centers, Inc.
Name of the franchisee ("you" and "Franchisee"). If the Franchisee is a legal entity, enter that legal entity's name. If the Franchisee is one or more individuals, enter each of their names.	
Name of the exclusive area ("Exclusive Area") in the franchise agreement ("Franchise Agreement") executed between us and you for you to franchise a Huntington Learning Center® business (a "Center")	
Identification of the Market Development Plan. The Market Development Plan presents locations (each a "Location") of existing or proposed Centers	

This document is an exhibit to the Franchise Agreement. A copy of the Market Development Plan is attached to this exhibit.

By signing below, the Franchisee acknowledges receipt of the Market Development Plan; and agrees (a) he or she has located a franchised Center within the geographic area identified in the Market Development Plan or will locate a franchised Center within such area; and (b) the Franchisor may establish or franchise Centers at any location permitted under the Franchise Agreement, whether or not identified on the Market Development Plan; and (c) the Franchisor is not obligated to establish or franchise Centers at any Location; and (d) the Market Development Plan is not a representation as to the likelihood of success of any Center at any Location, whether or not identified on the Market Development Plan.

For the Franchisee. *(This is executed by all individuals comprising the Franchisee, if the Franchisee is an individual; or all officers of the corporation, if the Franchisee is a corporation; or all partners or members, if the Franchisee is a partnership or limited liability company.)*	
Name of Franchisee	

Print name Signature Title

Print name Signature Title

Print name Signature Title

SITE SELECTION AREA DESCRIPTION

Name of the franchisor ("we", "us", "our", and the "Franchisor")	Huntington Learning Centers, Inc.
Name of the franchisee ("you" and "Franchisee"). If the Franchisee is a legal entity, enter that legal entity's name. If the Franchisee is one or more individuals, enter each of their names.	
The address ("Address") of the physical center of a geographic area (the "Site Selection Area") that is a circle with a one-mile radius centered at this Address.	
Name of the Site Selection Area	

The "Site Selection Area" is that geographic area proposed by us and accepted and agreed to by you within which you must locate the Premises, if, as of the Agreement Date, either (a) you have not acquired the Premises or (b) you have not executed a lease for the Premises. You may open outside the Site Selection Area solely with our written permission, which we may refuse for any reason or no reason. The Franchisor has not made, and does not make, any representation or forecast about the Site Selection Area or Franchised Business or their success, revenue, expenses, or profitability. After you acquire the Premises or you sign a lease for the Premises, the Address and Site Selection Area are null and of no effect.

Did you and the Premises Landlord execute a lease for the Premises or did you acquire the Premises? *(Circle "YES" or "NO")*	YES	I and the Landlord executed a lease for the Premises or I acquired the Premises. **ENTER "NA" IN THE Site Selection Area Description.**
	NO	I did not execute a lease with the Landlord for the Premises and I did not acquire the Premises. **COMPLETE Site Selection Area Description.**

Site Selection Area Description Enter this description if you circled "NO" in the above table; if you circled "YES", then enter "NA"

IN WITNESS WHEREOF, the Franchisee and the Franchisor have executed this Site Selection Area Description on ______________

For the Franchisor, Huntington Learning Centers, Inc.,

Raymond J. Huntington		Co-chair
Print name	Signature	Title

For the Franchisee *(This is executed by all individuals comprising the Franchisee, if the Franchisee is an individual; or all officers of the corporation, if the Franchisee is a corporation; or all partners or members, if the Franchisee is a partnership or limited liability company.)*

Name of Franchisee *(Enter the same name that appears in the above table)*:	

Print name Signature Title

Print name Signature Title

Print name Signature Title

Print name Signature Title

EXCLUSIVE AREA DESCRIPTION

Name of the franchisor ("we", "us", "our", and the "Franchisor")	Huntington Learning Centers, Inc.
Name of the franchisee ("you" and "Franchisee"). If the Franchisee is a legal entity, enter that legal entity's name. If the Franchisee is one or more individuals, enter each of their names.	
Name of the exclusive area ("Exclusive Area") in the franchise agreement ("Franchise Agreement") executed between us and you for you to operate a franchised Huntington Learning Center® business ("Franchised Business")	

The Exclusive Area is that geographic area proposed by us and accepted and agreed to by you and us that is within a ______________ mile radius from the Premises' primary customer entrance. The Franchisor has not made, and does not make, any representation or forecast about the success, revenue, expenses, or profitability of the Exclusive Area or Franchised Business. You and we determine the name of the Exclusive Area as of the Agreement Date. If you request to change the name of the Exclusive Area for any reason after the Agreement Date, including in connection with relocation of the Premises, we have the right to decline your request for any business reason. We may change the name of the Exclusive Area from time to time for any reason.

IN WITNESS WHEREOF, the Franchisee and the Franchisor have executed this Exclusive Area Description on __________

For the Franchisor, Huntington Learning Centers, Inc.,		
Raymond J. Huntington		Co-chair
Print name	Signature	Title

For the Franchisee *(This is executed by all individuals comprising the Franchisee, if the Franchisee is an individual; or all officers of the corporation, if the Franchisee is a corporation; or all partners or members, if the Franchisee is a partnership or limited liability company.)*	
Name of Franchisee *(Enter the same name that appears in the above table)*:	

Print name	Signature	Title
Print name	Signature	Title
Print name	Signature	Title
Print name	Signature	Title

ACH Automatic Withdrawal Authorization

1. <u>Directions:</u> For each bank in which the Franchisee does business, the Franchisee completes and signs two copies of this Authorization and returns them to the Lender.

2. This ACH Automatic Withdrawal Authorization ("Authorization") is made and entered into on ________________ ("Authorization Date") by ____ ("Franchisee") with its principal office at ____ and ____ ("Lender").

3. Franchisee agrees to pay the Lender electronically through Franchisee's bank account described below on the terms and conditions described in this Authorization:

Bank Name:		
Bank Address:		
9 Digit Bank Routing #:		
Account Number:		
Name(s) on Account:		
Withdrawal Amount: To be determined by the Lender below based on the monthly payments that are due and payable by Franchisee under its Note and Security Agreement with Lender (collectively, "Lender Agreements") at the time of the withdrawal.		
Withdrawal Date (1st through 28th): To be determined and/or specified by the Lender based on when monthly payments are due and payable		
Type of Account (circle one): Checking Savings		
Franchisee's name(s):		
Street address:		
City:	State:	ZIP:

The Franchisee hereby acknowledges that it has entered into the Lender Agreements with Lender that provide for direct payment to the Lender from Franchisee's bank accounts and that the account referenced above is an account Franchisee has designated for this purpose (a "Designated Account"). In this connection and to carry out the purposes of this Authorization, Franchisee authorizes the Lender to withdraw monies from the Designated Account. The Franchisee has reviewed and agrees with all of the provisions of this Authorization agreement and does hereby indemnify and hold harmless the Lender and its affiliates from any damages that may occur subsequent to or as a result of this Authorization. The Franchisee agrees to deposit all monies received in connection with its franchise agreement(s) with Huntington Learning Centers, Inc. ("Franchisor") in the Designated Account; to use such monies only for operation of the Franchisee's franchised business under its agreement(s) with the Franchisor;; not to divert any monies in the Designated Account to any other account; and not to close the Designated Account during the term of the Lender Agreements without the Lender's prior written approval. The Franchisee consents to the Lender directly transacting business with the Franchisee's bank above to fully effectuate the terms of this Authorization.

Please send a voided check for processing when you open your account

IN WITNESS WHEREOF, each of the undersigned has affixed his signature on the Authorization Date.

For the Lender

Raymond J. Huntington		Co-chair
Print name	Signature	Title

<u>For the Franchisee</u>

Name of Franchisee:	

Print name	Signature	Title

EXHIBIT C

TO THE HUNTINGTON LEARNING CENTERS, INC. FRANCHISE DISCLOSURE DOCUMENT

Omitted

EXHIBIT D

TO THE HUNTINGTON LEARNING CENTERS, INC. FRANCHISE DISCLOSURE DOCUMENT

OTHER AGREEMENTS

This exhibit contains the following documents	
Exhibit	**Purchase order**
D1	Sample form of General Release
D2	Sample form of Royalty Amendment
D3	Sample form of Territory Amendment
D4	Sample form of MicroSchool Amendment

EXHIBIT D1

TO THE HUNTINGTON LEARNING CENTERS, INC. FRANCHISE DISCLOSURE DOCUMENT

OTHER AGREEMENTS

Sample form of General Release

Table 1. Identifying Information and Defined Terms				
Name of the franchisor (“we”, “us”, “our”, and “Franchisor”)	Huntington Learning Centers, Inc. We are a corporation with principal office at 496 Kinderkamack Road, Oradell, New Jersey 07649			
Name of the franchisee (“you” and “Franchisee”). If the Franchisee is a legal entity, enter that legal entity’s name. If the Franchisee is one or more individuals, enter each of their names.				
The Franchisee is (circle one)	Individual	Corporation	Partnership	Limited liability company
State or states (“Franchisee State”) in which the Franchisee is legally organized, if the Franchisee is a corporation, partnership, or limited liability company; or in which he, she, or they live, if the Franchisee is one or more individuals				
The date the Franchisee signs this General Release (“Effective Date”)				

This GENERAL RELEASE is made and entered into on the Effective Date by the Franchisee and each individual who signs this General Release; each such individual is a “Signatory”. The Franchisee, each Signatory, and the Releasor freely, voluntarily, and knowingly represent, warrant, and agree as follows:

1. Definitions

1.1. The “Released Party” means collectively us and our past, present, and future direct and indirect parent organizations, subsidiaries, divisions, affiliated entities and our and their shareholders, contractors, agents, legal representatives, owners, members, partners, officers, directors, trustees, administrators, fiduciaries, employment benefit plans and/or pension plans or funds, executors, attorneys, employees, insurers, reinsurers, and/or agents and their successors and assigns, individually and in their official capacities.

1.2. The “Releasor” means collectively you and your Owners and Guarantors (in your and their corporate and individual capacities) each on behalf of himself/herself/itself, and, as applicable, each of his/her/its present and past affiliates and his/her/its present and past owners, investors, guarantors, shareholders, members, directors, officers, employees, contractors, agents, and legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of the foregoing in their corporate and individual capacities, jointly and severally. “Owner” is an owner of the Franchisee. “Guarantor” is any individual who has guaranteed any of the Franchisee’s obligations under any Prior Agreement and includes all individuals who have signed any guarantee agreement in connection with any Prior Agreement.

1.3. "Prior Agreements" means all agreements, oral and written, acknowledged and not acknowledged, current and former, expired and not expired, terminated and not terminated, between the Franchisee and the Franchisor and between any of the Releasor and any of the Released Party; and, without limiting the foregoing, includes each of the following: (a) all aspects of the relationship between the Franchisee and the Franchisor; and (b) all aspects of the relationship between the Releasor and the Released Party; and (c) any representation, warranty, or oral or written communication regarding any oral or written agreement between any of the Releasor by any of the Released Party; and (d) any representation, warranty, or oral or written communication regarding this General Release made to any of the Releasor by any of the Released Party. Without limiting the foregoing, the Prior Agreements include each of the following that have been entered into between any of the Releasor with any of the Released Party: franchise agreement, development agreement, software license agreement, phone number license agreement, call center license agreement, coaching agreement, virtual conference agreement, virtual/coaching agreement, combined services amendment, conference service license agreement, territory amendment, royalty amendment, school services amendment, public-private partnership amendment, contract services amendment, publicly funded services amendment, services amendment, GTM amendment, ISEP amendment, supplemental amendment, renewal franchise agreement, eTutoring amendment, eTutoring/contract services amendment, OLT Amendment, study hall amendment, learning support amendment, Navigator amendment, proctor amendment, loan payment suspension amendment, suspension of minimums amendment, termination agreement, asset purchase agreement, lease, sublease, promissory note, security agreement, forbearance agreement, SBA addendum, split territory agreement, consent to transfer agreement, and microschool amendment; the list of documents in this sentence is not meant to be a full or complete list of the Prior Agreements. The Prior Agreements include any amendment, extension, renewal, and side letter to any of the foregoing.

2. Release

2.1. Effective immediately upon the Effective Date, the Releasor freely and without any influence, threat, coercion, or duress completely, irrevocably, and absolutely releases and forever discharges, without any limitation or reservation, the Released Party from all claims, liabilities, allegations, demands, obligations, actions, suits, causes of action, debts, costs, expenses, and controversies, whether class, individual, or otherwise in nature, whenever and wherever incurred, whether known or unknown, whether vested or contingent, whether suspected or unsuspected, and from all liabilities of any nature whatsoever, including costs, expenses, penalties, and attorneys' and accountants' fees and costs, asserted or unasserted, in law or in equity, that any Releasor, whether directly, indirectly, representatively, derivatively, or in any other capacity, ever had or now has, or now owns or holds, or has at any time heretofore owned or held, or may at any time in the future own or hold, against any Released Party, arising prior to and including the Effective Date, whether arising out of, or relating to, all Prior Agreements between any Releasor and any Released Party, or any other aspect of the parties' relationship (the "Release").

2.2. You represent that you (on behalf of all Releasors) expressly waive and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of California and any other similar state and local laws and do so understanding and acknowledging the significance and consequences of such specific waiver of Section 1542 and any other similar state and local laws. The Releasors have been made aware of, and fully understand, each and all of the provisions of California Civil Code Section 1542 ("Section 1542"), which provides "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." The Releasors expressly, knowingly, and intentionally waive fully any and all rights, benefits, and protections of Section 1542 and of any other state or federal statute or common law principle limiting the scope of a general release. You represent that the Releasors acknowledge that the Releasors may later discover claims or facts that, if known or suspected at the time of executing this General Release, may have materially affected this Paragraph 2.2. Nonetheless, notwithstanding the provisions of California Civil Code Section 1542 and any other similar federal, state, and local laws, and for the purpose of implementing a full and complete release and discharge of all claims, you represent (on behalf of the Releasors) that you (on behalf of the Releasors) expressly acknowledge that this Paragraph 2.2 is also intended to include in its effect, without limitation, all claims that any Releasors do not know or expect to exist in your or their favor at the time of execution hereof, and that this Paragraph 2.2 contemplates the extinguishment of any such claim or claims. You represent that you (on behalf of the Releasors) waive fully any right, claim or cause of action that might arise as a result of such different or additional claims or facts.

2.3. If any claim is not subject to release, then, to the greatest extent permitted by law, the Releasor waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which any Released Party identified in this General Release is a party.

2.4. Effective immediately upon the Effective Date, each and all of the Releasor irrevocably and absolutely withdraws and terminates any notice to cure, legal action, arbitration, or mediation demand filed or pending by the Releasor against the Released Party; and, if the Releasor is a party to any notice to cure, legal action, arbitration, or mediation demand filed or pending against the Released Party by the Releasor and other, third parties, the Releasor withdraws and terminates such participation in such notice to cure, legal action, arbitration, and mediation ("Withdrawal of Any Action").

2.5. The Releasor may after the Effective Date discover facts other than, or different from, those the Releasor knows or believes to be true with respect to the subject matter of this General Release, the Prior Agreements, the Release, the Withdrawal of Any Action, or otherwise, but the Releasor hereby expressly agrees that, as of the Effective Date, it will have waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim with respect to the General Release, the Prior Agreements, the Release, the Withdrawal of Any Action, and otherwise, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such other or different facts.

2.6. The Releasor agrees that nothing in this General Release will act to release the Releasor from any obligation or liability to the Released Party under this General Release or under any of the Prior Agreements; and that none of the Released Party assumed any obligation or liability to any third party during any term of any of the Prior Agreements. The Releasor agrees that nothing in this General Release will release the Releasor from any obligation under this General Release, including any obligation to any of the Released Parties. The Releasor agrees that nothing in this General Release will act to release the Releasor from any liability to the general public, landlords, vendors, or other third parties or from any agreement, understanding, or liability that the Releasor may have incurred to any other person, landlord, vendor, or other third party.

2.7. The Releasor agrees that this Paragraph 2 will be a complete defense for the Released Party to any claim that is subject to the terms of this General Release; and the Releasor covenants and agrees to indemnify and hold harmless each and all of the Released Party from and against any and all claims, losses, expenses (including attorneys', accountants', and consultants' fees and costs), obligations, damages, costs, and liabilities suffered or incurred by the Released Party that arise out of, result from, or are related to, any breach or failure of the Releasor to perform or comply with any of the commitments or obligations of such parties hereunder. In connection with this Paragraph 2.7, attorneys', accountants', and consultants' fees or costs mean the full and actual amounts of any legal, accounting, and consulting services rendered in connection with the matters involved and will not be limited to "reasonable attorneys' fees and costs", "reasonable accountants' fees and costs", or "reasonable consultants' fees and costs" as defined by any federal, state, or local law, regulation, statute, or rule of court or court or arbitrator decisions.

2.8. To the fullest extent permitted by law, the Releasor agrees not to disclose, either directly or indirectly, any information whatsoever relating to the existence or substance of this General Release to any person or entity, including members of the media; past, present, or future employees and franchisees of Released Party; or attorneys or private investigators representing other employees or entities or franchisees. However, the Releasor may disclose the terms of the General Release: (a) to the Releasor's accountant, counsel, or spouse with whom Releasor chooses to consult or seek advice regarding Releasor's consideration of the decision to execute the General Release, provided, however, that those to whom Releasor makes such disclosure agree to keep such information confidential and not disclose it to others; or (b) if required to do so by any regulatory body or agency.

2.9. Upon inquiry regarding any matter covered under this General Release, Releasor either will not respond or state only that such matter has been resolved.

2.10. If the Releasor or Releasor's counsel believes either is compelled to provide or disclose information about this General Release or described in this General Release, the Releasor will provide written notice of such belief in the manner required in Paragraph 5 below to the Franchisor no later than ten business days prior to said production or disclosure.

2.11. The Released Party has the right to file an original counterpart or copy of this General Release with any court, arbitrator, mediator, or agency as written evidence of the appointment by the Franchisee, the Releasor, and each Signatory or of the Released Party's nominee to be the Franchisee's, the Releasor's, and each Signatory's attorney-in-fact with regard to the Release and Withdrawal of Any Action.

3. **Binding Nature.** Upon its execution, this General Release will be binding in all respects upon the Releasor, each Signatory, and the Releasor's employees, agents, successors and assigns, and will inure to the benefit of all of the same.

4. **Representations and warranties.** The Franchisee, the Releasor, and each Signatory represent and warrant to the Released Party each of the following: The Franchisee, the Releasor, and each Signatory and each of them agrees to abide fully by the terms of this General Release; and the Franchisee represents and warrants it is duly organized, validly existing and in good standing under the laws of the Franchisee State; and each Signatory represents and warrants that he or she has the full power, right, and authority to bind the Franchisee and Releasor under this General Release; and this General Release constitutes a valid and binding obligation against the Franchisee, the Releasor, and each Signatory, enforceable against the Franchisee, the Releasor, and each Signatory; and the Franchisee's execution, delivery, and performance of this General Release have been duly and properly authorized in accordance with applicable law, and the Franchisee's charter and by-laws; and nothing contained in this General Release constitutes a waiver by the Franchisor or any Franchisor affiliate of any of their rights under any agreement between the Franchisee and the Franchisor and between any Franchisee affiliate and the Franchisor or any Franchisor affiliate, including under each of the Prior Agreements; and there are no oral or other written understandings or agreements between the Releasor and the Released Party about this General Release; and execution of this General Release is not unreasonable. Execution of this General Release is not a standard of performance; and the Franchisee, the Releasor, and each Signatory are entering into this General Release of their own free will and volition, and not under any economic, operational, or other threat, coercion, duress, or other cause brought or threatened by any of the Released Parties or any other party; and the Franchisee, the Releasor, and each Signatory make each and all of the representations in this Paragraph 4 of their own free will and volition; and not under any economic, operational, or other threat, coercion, duress, or other cause brought or threatened by any of the Released Parties or any other party.

5. **Notices.** All notices to any Signatory, the Releasor, the Released Party, and the Franchisor must be in writing and must be sent to the other party by registered or certified mail, postage fully prepaid, return receipt requested, or sent by other means that affords the sender evidence of delivery, attempted delivery, or rejected delivery. Notices to any of the Releasor, the Released Party, and the Franchisor must be sent to any address in any of the Prior Agreements or to any other address that the Releasor, the Released Party, or the Franchisor subsequently designate in writing. Notices to any Signatory must be sent to any address in any of the Prior Agreements or to any other address that the Releasor subsequently designates in writing. Except as expressly provided hereunder, no notices hereunder may be sent by text, email, eFax, or telefax. None of the Releasor and no Signatory will designate any address for notices that is a post office box. Notices will be deemed delivered and received on the earliest of actual receipt; 5 business days after placement in the U.S. mail; or one business day after mailing, if placed in the U.S. mail or a courier service for next business day delivery.

6. **Applicable Law; Forum; Dispute Resolution.** This General Release will be interpreted and construed in accordance with, and all disputes arising out of or relating to this General Release will be governed by, the

laws of the state of Delaware, except for such state's conflict-of-law rules. The Releasor agrees that the New Jersey Franchise Practices Act will not apply to this General Release. Except as otherwise provided herein, any action, whether or not arising out of, or relating to, this General Release, whenever and wherever incurred, whether vested or contingent, whether in law or in equity, whether directly, representatively, derivatively, or in any other capacity, brought by the Releasor or Signatories against the Released Party must be brought in the judicial district in which the Franchisor has, at the time of commencement of such action, its principal place of business. The Released Party will have the right to commence an action against the Releasor or Signatories in any court of competent jurisdiction. All parties hereby waive all objections to personal jurisdiction or venue for the purpose of carrying out the purposes of this Paragraph 6, and all parties agree that nothing in this Paragraph 6 will be deemed to prevent any party to such action from removing the action from state court to federal court. Except as otherwise specifically provided for herein, in any judicial or administrative action, order, or proceeding hereunder involving the Releasor and the Released Party, the prevailing party will be entitled to recover its damages, costs, and expenses, including all court costs and attorneys' and accountants' fees and expenses. If "damages, costs, and expenses" include any attorneys', accountants', or consultants' fees or costs, then attorneys', accountants', and consultants' fees or costs means the full and actual amounts of any legal, accounting, and consulting services rendered in connection with the matters involved and will not be limited to "reasonable attorneys' fees and costs", "reasonable accountants' fees and costs", or "reasonable consultants' fees and costs" as defined by any federal, state, or municipal law, regulation, statute, or rule of court or court or arbitrator decisions. No Third Party Cost you pay to us is refundable.

7. **Miscellaneous.** The titles and subtitles of the various paragraphs of this General Release are inserted for convenience and will not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, and conditions of this General Release. If any provision of this General Release is held invalid or illegal by any court, such a finding will not invalidate any other provision in this General Release, but, if such provision cannot be modified by the court so as to preserve its legality and enforceability, the provision declared invalid or illegal will be considered severed from the remainder of this General Release, and the remainder of this General Release will remain in full force and effect. This General Release may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same instrument. This General Release may be exchanged electronically (by facsimile, email, or other means of electronic transmission) and may be signed electronically using a commercially acceptable and verifiable electronic signature tool. All references to laws and regulations refer to present and future laws and regulations. All references to government agencies and regulators refer to city, local, county, state, and federal government agencies and regulators; and all references to government agencies or regulators refer to all present and future government agencies or regulators. An "affiliate" is any legal entity controlling, controlled by, or under common control with, directly or indirectly, another legal entity. The words "include," "includes", and "including" are deemed to be followed by the words "without limitation".

Signatures are on the next page.

ACCEPTANCE AND AGREEMENT

I AGREE TO EACH OF THE FOLLOWING: I UNDERSTAND AND AGREE THAT THIS GENERAL RELEASE SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS NEGOTIATIONS, UNDERSTANDINGS, REPRESENTATIONS, AND AGREEMENTS, ORAL OR WRITTEN, ABOUT THIS GENERAL RELEASE'S SUBJECT MATTER. I AGREE I APPROVED THIS GENERAL RELEASE. I FREELY, KNOWINGLY, AND WITHOUT DURESS AND AFTER DUE CONSIDERATION ACCEPT AND AGREE TO BE BOUND BY, AND TO PERFORM ACCORDING TO, THIS GENERAL RELEASE AND EACH AND ALL OF ITS TERMS, WITHOUT RESERVATION, INTENDING TO RELEASE ALL CLAIMS AGAINST THE RELEASED PARTY UP TO AND THROUGH THE EFFECTIVE DATE OF THIS GENERAL RELEASE.

IN WITNESS WHEREOF, the below parties have executed this General Release on the Effective Date jointly and severally.

For the Franchisee:

NamePrin1

Print name Signature

NamePrin2

Print name Signature

Individually:

NamePrin1

Print name Signature

NamePrin2

Print name Signature

EXHIBIT D2

TO THE HUNTINGTON LEARNING CENTERS, INC. FRANCHISE DISCLOSURE DOCUMENT

OTHER AGREEMENTS

Sample form of Royalty Amendment

Table 1. Identifying Information and Defined Terms This amendment is for those who acquire a Huntington Learning Center® business through transfer.	
Name of the franchisor ("Franchisor", "Huntington", "we", "us", and "our")	Huntington Learning Centers, Inc.
Name of the franchisee ("you" and "Franchisee"). If the Franchisee is a legal entity, enter that legal entity's name. If the Franchisee is one or more individuals, enter each of their names.	
Are you the First Buyer or Second Buyer? Please" circle. The Recitals define these terms.	First Buyer Second Buyer
Original Expiration Date. Paragraph 2 below defines this term.	
Name of the exclusive area ("Exclusive Area")	
Date ("Franchise Agreement Date") on which you and we executed a franchise agreement ("Franchise Agreement") for you to operate a franchised Huntington Learning Center® business ("Franchised Business") within the Exclusive Area. *We enter this date after you sign this Royalty Amendment*	
Date ("Amendment Date") we sign this Royalty Amendment. *The Amendment Date typically is the same as the Franchise Agreement Date. We enter this date after you sign this Royalty Amendment*	

This ROYALTY AMENDMENT FOR TRANSFERS ("Royalty Amendment" or "Amendment") is made, entered into, and effective on the Amendment Date between you and us or our successors and assigns.

RECITALS

A. WHEREAS, we and the Original Franchisee executed a royalty amendment to the Original Franchise Agreement to permit the Original Franchisee to pay Royalty at the rate of 8% of Gross Revenue through the Original Expiration Date. Paragraph 2 below defines Original Franchisee, Original Franchise Agreement, and Original Expiration Date; and

B. WHEREAS, in connection with any Transfer of the Original Franchise Agreement or any Material Item under the Original Franchise Agreement to any buyer ("First Buyer"), we and the Original Franchisee agreed we would permit the First Buyer to pay Royalty for a limited period of time at the rate of 8% of Gross Revenue under the First Buyer's franchise agreement with us ("First Buyer Franchise Agreement"), providing the First Buyer amended the First Buyer Franchise Agreement with a royalty amendment concurrently with execution of the First Buyer Franchise Agreement. Paragraph 2 below defines Transfer and Material Item; and

C. WHEREAS, in connection with any Transfer of the First Buyer Franchise Agreement or any Material Item under the First Buyer Franchise Agreement to any buyer ("Second Buyer"), we and the Original Franchisee agreed we would permit the Second Buyer to pay Royalty for a limited period of time at the rate of 8% of Gross Revenue under the Second Buyer's franchise agreement with us ("Second Buyer Franchise Agreement"), providing the

Second Buyer amended the Second Buyer Franchise Agreement with a royalty amendment concurrently with execution of the Second Buyer Franchise Agreement; and

D. WHEREAS, you have requested to pay Royalty at the rate of 8% of Gross Revenue through the Original Expiration Date or as provided in this Royalty Amendment; and

E. WHEREAS, we hereby agree to your request, subject to the Franchise Agreement, as amended by this Royalty Amendment, providing you sign this Royalty Amendment concurrently with the Franchise Agreement.

NOW, THEREFORE, you and we acknowledge and agree that the entries in Table 1 and the Recitals set forth above are true and accurate; and Table 1 and each of the Recitals are incorporated into this Agreement by reference and are made a part of this Agreement. In consideration of the undertakings and commitments of each party to the other party set forth in this Royalty Amendment and the above Recitals and Table 1's *Identifying Information and Defined Terms*, you and we, who each intend to be legally bound by this Royalty Amendment, and for good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

1. **Amended Franchise Agreement.** The "Amended Franchise Agreement" means the Franchise Agreement, as amended by this Royalty Amendment. You and we agree to be bound by the Amended Franchise Agreement. Any capitalized term used but not defined in this Royalty Amendment has the meaning ascribed to such term by the Franchise Agreement. If there is any conflict between the Franchise Agreement and this Royalty Amendment, this Royalty Amendment will govern. Except as specifically amended herein, you and we agree all the other terms and conditions of the Amended Franchise Agreement are hereby unmodified, ratified, and confirmed.

2. **Definitions**

2.1. Solely in connection with this Royalty Amendment, (a) "Transfer" means the direct, indirect, or contingent sale, assignment, transfer, conveyance, gift, pledge, mortgage, or any other encumbrance of any kind of any Material Item to any buyer. Without limiting the preceding sentence, such buyer may be or include you, your spouse, your natural or adopted children, your Owners, spouses of your Owners, natural or adopted children of your Owners, your Guarantors, spouses of your Guarantors, natural or adopted children of your Guarantors, any individual, any group of individuals, a corporation or other legal entity formed for any purpose (including for convenience), or third parties. Such buyer may be affiliated or not affiliated with, or related or not related to, in any manner, you, your Owners, your Guarantors, your affiliates, spouses or natural or adopted children of you, spouses or natural or adopted children of your Owners, spouses or natural or adopted children of your Guarantors, spouses or natural or adopted children of your affiliates, your affiliates' owners, or spouses or natural or adopted children of your affiliates' owners. For the avoidance of doubt, "Transfer" includes those Transfers described in the Franchise Agreement's Paragraph 14.4, which consist of any Transfer for convenience, any Transfer among Owners, spouses, children, and any Transfer of less than 20% interest to a third party; and (b) "Material Item" means any interest of any kind, amount, percentage, or value (including no value) in you, your Owners, the Franchise Agreement, any asset of you or of the Franchised Business, any share of stock in a corporate franchisee, any membership interest in a limited liability company franchisee, any partnership interest in a partnership franchisee, any share of stock in your Owners, any membership interest in your Owners, any partnership interest in your Owners, any share of stock in your Guarantors, any membership interest in your Guarantors, any partnership interest in your Guarantors, or any other material change in the Franchisee or the Franchised Business.

2.2. "Original Franchisee" means the franchisee who executed a royalty amendment with us in 2022.

2.3. "Original Franchise Agreement" means the Original Franchisee's franchise agreement.

2.4. "Original Expiration Date" means the date the Original Franchise Agreement was scheduled to expire.

2.5. "First Buyer" means the buyer to whom the Original Franchisee Transferred the Original Franchise Agreement or any Material Item under the Original Franchise Agreement.

2.6. "Second Buyer" means the buyer to whom the First Buyer Transferred the First Buyer Franchise Agreement or any Material Item under the First Buyer Franchise Agreement, which Material Item may be the same as, or different from, the Material Item the Original Franchisee Transferred to the First

Buyer.

3. **Term**. Subject to the terms of this Royalty Amendment, the term of this Royalty Amendment will begin on, and be effective as of, the Amendment Date and will expire upon the earlier of (a) Original Expiration Date; or (b) expiration or termination for any reason of this Royalty Amendment; or (c) expiration or termination for any reason of the Franchise Agreement; or (d) execution by you of a renewal franchise agreement.

4. **8% Royalty**

4.1. You and we agree you may pay Royalty at the rate of 8% of Gross Revenue through the earlier of (a) Original Expiration Date; or (b) expiration or termination for any reason of this Royalty Amendment; or (c) expiration or termination for any reason of the Franchise Agreement; or (d) execution by you of a renewal franchise agreement.

4.2. If you are the First Buyer and you make any Transfer of any Material Item under the Franchise Agreement to a Second Buyer, we will offer the Second Buyer our then-current royalty amendment, providing this Royalty Amendment is not terminated and the effective date of the Transfer occurs before the Original Expiration Date; and our then-current royalty amendment may contain terms, obligations, and conditions significantly different from, in addition to, and less favorable than those in this Royalty Amendment; and you and the Second Buyer comply fully and timely with each of the following material requirements:

4.2.1. You and the Second Buyer comply fully with the terms governing Transfer in the Franchise Agreement; and

4.2.2. This Royalty Amendment has not expired or been terminated at any time before the effective date of the Transfer; and

4.2.3. As of the effective date of the Transfer neither you nor any of your affiliated HLCs are in receipt of an uncured default notice; and neither you nor any of your affiliated HLCs owes us, the Huntington Advertising Fund, Contract Services Advertising Fund, or your CoOp any past-due amount; and

4.2.4. You have not received two defaults (whether or not these defaults are the same or similar defaults and whether or not these defaults are cured) during the term of the Amended Franchise Agreement; and

4.2.5. You have not owed us, Huntington Advertising Fund, Contract Services Advertising Fund, or your CoOp during the term of the Amended Franchise Agreement any past-due amount totaling $5,000 or more for 30 days; and

4.2.6. As of the effective date of the Transfer, your Premises size is 1,600 square feet or more in size. Measurement of the Premises is from interior wall to interior wall and excludes any structural and other columns; and

4.2.7. The Second Buyer signs the then-current form of royalty amendment upon the effective date of the Transfer, which amendment may contain terms, obligations, and conditions significantly different from, in addition to, and less favorable than those in this Royalty Amendment.

4.3. If you are the Second Buyer, then you agree to the following: If you make any Transfer of any Material Item to any buyer at any time, including on or before the Original Expiration Date, this Royalty Amendment will terminate upon the effective date of such Transfer; and if you execute a renewal franchise agreement at any time, including on or before the Original Expiration Date, this Royalty Amendment will terminate upon the effective date of such renewal franchise agreement.

5. **Your representations and warranties**. You represent and warrant to us each of the following:

5.1. You are duly organized, validly existing, and in good standing under the laws of your state. You have full power, right, and authority to enter into, and perform your obligations under, this Royalty Amendment. Your execution, delivery, and performance of this Royalty Amendment has been duly and properly authorized in accordance with applicable law and your charter, certificate of incorporation, by-laws, partnership documents, and formation documents, as applicable. This Royalty Amendment constitutes your valid and binding obligation, enforceable against you in accordance with its terms. Your execution, delivery, and performance of this Royalty Amendment and the undertakings contemplated herein, do not and will not conflict with or result in, with or without the giving of notice or lapse of time or both, any violation of, or constitute a breach or default under, your charter, certificate of incorporation, by-laws, partnership documents, or formation documents or any resolution adopted by you or your board of directors or governing board and not rescinded. Your execution of this Royalty Amendment does not violate any term of any other agreement or commitment to which you or any of your affiliates are a party or to which any of your Owners or Guarantors are a party. Your execution of this Royalty Amendment does not violate any term of any stockholder, partnership, or member of any legal entity that is the Franchisee or of any Royalty Amendment thereto.

5.2. You have read this entire Royalty Amendment. You fully understand this Royalty Amendment and each of its terms. You have had ample opportunity to ask us all questions about us, the Franchise Agreement, this Royalty Amendment, and the business contemplated under this Royalty Amendment and we answered each and all of your questions to your full and complete satisfaction. You had full opportunity to consult with, and be advised by, counsel of your own choosing about this Royalty Amendment and the transaction governed by this Royalty Amendment. You are not obligated under any oral or written agreement with us or otherwise to enter into this Royalty Amendment. You did not receive from us or any of our affiliates or from any of our or their officers, directors, shareholders, employees, or agents any written or oral statements, representations, or warranties inconsistent with, or contradictory to, anything in the Royalty Amendment, Franchise Agreement, or any other agreement between you or any of your affiliates and us or any of our affiliates. You did not receive from us or any of our affiliates or our or their employees or agents any written or oral statements, representations, or warranties inconsistent with, or contradictory to, anything in (a) the Amended Franchise Agreement, or (b) any other agreement between you or any of your affiliates and us or any of our affiliates, or (c) any federal, state, or local health, safety, employment, or civil rights law or regulation that are applicable to the services to be provided under this Royalty Amendment. We and affiliates and our and their employees and agents have given you no oral or written statement, representation, or warranty, express or implied or quantitative or qualitative, as to any actual or projected success, earnings, revenue, expense, profit, or cash flow you may derive under the Amended Franchise Agreement.

5.3. The rights and obligations granted to you under this Royalty Amendment comprise a new and distinct body of rights and obligations not granted to you under the Franchise Agreement. Nothing contained in this Royalty Amendment constitutes a waiver by us or any of our affiliates of any of our rights under the Franchise Agreement or of any of our and their rights under any agreement between you or any of your affiliates and us or any of our affiliates. You represent you are not in violation of the Franchise Agreement and are current with all payments to us. You represent we never have been in violation of the Franchise Agreement and, as of the Amendment Date, we are not in violation of the Franchise Agreement. As of the Amendment Date, you have no claim or pending claim against us for any reason. You acknowledge and agree that time is of the essence in your performance of each and all your obligations under this Royalty Amendment. You hereby confirm the entries in Table 1 above, including the name of the Franchisee, whether you are the First Buyer or Second Buyer, Original Expiration Date, and name of Exclusive Area. You represent you are either the First Buyer or the Second Buyer.

5.4. This Paragraph 5 will survive termination or expiration of this Royalty Amendment for any reason.

6. **Transfer or renewal of this Royalty Amendment**. Your rights under this Royalty Amendment are personal to you and may not be transferred, assigned, or renewed under any circumstance, and any attempt by you or your Owners to do so will render this Royalty Amendment void immediately upon such attempt; and, although the remainder of the Amended Franchise Agreement will remain in effect, this Royalty Amendment will not apply. We have the absolute right to transfer, assign, or sell, without your consent, by agreement or by law, directly, indirectly, or contingently, this Royalty Amendment and the Amended Franchise Agreement and any right or obligation under this Royalty Amendment and the Amended Franchise Agreement to any individual or legal entity, including any individual or legal entity that provides or proposes to provide products or services

the same as, or similar to, Huntington Services, eTutoring, Contract Services, or any products or services you offer at your franchised Huntington Learning Center® business. To the extent that the purchaser or assignee assumes our covenants and obligations under this Royalty Amendment or the Amended Franchise Agreement, we will thereupon and without further agreement, be freed and relieved of all liability with respect to such covenants and obligations. You have no right to renew or extend this Royalty Amendment in any manner whatsoever.

7. **Termination of this Royalty Amendment.** This Royalty Amendment and all rights granted hereunder will terminate upon any of the following defaults without further notice to you and without giving you any opportunity to cure the default and without prejudice to any of our other rights or remedies provided by law or the Amended Franchise Agreement, if:

7.1. Uncurable default. If you are notified of an uncurable default during the term of the Amended Franchise Agreement, then immediately upon the occurrence of such default and without further notice to you, this Royalty Amendment and all rights granted hereunder will terminate; or

7.2. Two defaults. If you are notified of two defaults (whether or not these defaults are the same or similar defaults and whether or not these defaults are cured) during the term of the Amended Franchise Agreement, then immediately upon the occurrence of the second default and without further notice to you, this Royalty Amendment and all rights granted hereunder will terminate; or

7.3. Past-due amount. If you owe us, Huntington Advertising Fund, Contract Services Advertising Fund, or your CoOp any past-due amount totaling $5,000 or more for 30 days at any time during the term of the Amended Franchise Agreement, then immediately upon the 31st day and without further notice to you, this Royalty Amendment and all rights granted hereunder will terminate; or

7.4. Premises size. If you reduce the Premises size, whether through renovation, relocation, reduction in size, or otherwise, to less than 1,600 square feet in size, whether temporarily or permanently, then, immediately upon such reduction in Premises size and without further notice to you, this Royalty Amendment and all rights granted hereunder will terminate. In connection with any dispute related to Premises size and any dispute about the effective date of such reduction, we have the right to retain an architect, engineer, or other professional of our choice to resolve such dispute. The determination of such architect, engineer, or other professional will be final and conclusive with respect to such dispute. You must pay us all our Third Party Costs in connection with such dispute, except the cost of any such architect, engineer, or other professional, providing, however, if such architect, engineer, or other professional determines the Premises size is less than 1,600 square feet in size, you must pay the cost of such architect, engineer, or other professional. Measurement of the Premises is from interior wall to interior wall and excludes any columns; or

7.5. Gross Revenue. If your Gross Revenue from Huntington Services and eTutoring does not equal or exceed $350,000 for each 12 full-month period following the first anniversary of the Agreement Date, then, immediately upon the first day of the 13th month following such 12 full-month period, this Royalty Amendment and all rights granted hereunder will terminate.

8. **Obligations upon termination.** Immediately upon expiration or termination of this Royalty Amendment for any reason, the Royalty rate in the Franchise Agreement will be the greater of 9.5% or the then-current Royalty rate being offered to new franchisees; and for all time after such expiration or termination you may not request to execute any document or amendment giving you Royalty rights as described in this Royalty Amendment; and we have no obligation to execute with you any such document or amendment.

9. **Cross default.** Any default by you under any other franchise agreement or royalty amendment between us as one party and you or any of your affiliates as the other party that is so material as to permit us to terminate, or declare a default under, such other franchise agreement or royalty amendment will be deemed to be a default of this Royalty Amendment.

10. **Entire agreement.** The Amended Franchise Agreement constitutes the entire agreement between you and us with reference to its subject matter. The Amended Franchise Agreement supersedes all prior and

contemporaneous negotiations, understandings, representations, and agreements, oral or written, about the Amended Franchise Agreement's subject matter. Our obligations to you are confined exclusively to the Amended Franchise Agreement. Any right granted to you by us as to the subject matter hereof is described solely in, and limited to, the Amended Franchise Agreement. Except for those specifically permitted to be made unilaterally by us or you hereunder, no amendment or change to, or variance from, the Amended Franchise Agreement will be binding on either party, unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. Except as expressly modified by this Royalty Amendment, the Franchise Agreement remains unmodified and in full force and effect. After negotiations, you and we have agreed to certain modifications to the Franchise Agreement at your request and for your benefit; and this Royalty Amendment contains the agreements between you and us based on those negotiations.

11. **Counterparts; electronic exchange**. You and we agree this Royalty Amendment may be executed in multiple counterparts, each of which will be deemed an original and all of which, when taken together, shall constitute one and the same agreement. You and we agree that this Royalty Amendment may be exchanged electronically (by facsimile, email or other means of electronic transmission) and may be signed electronically using a commercially acceptable and verifiable electronic signature tool.

12. **Release.** You agree to execute the General Release in Attachment A contemporaneously with your execution of this Royalty Amendment. The General Release is a document that is separate and distinct from this Royalty Amendment.

ACCEPTANCE AND AGREEMENT

I AGREE TO EACH OF THE FOLLOWING: I UNDERSTAND AND AGREE THIS ROYALTY AMENDMENT CONSTITUTES THE ENTIRE, FULL, AND COMPLETE AGREEMENT BETWEEN ME AND THE FRANCHISOR WITH REFERENCE TO ITS SUBJECT MATTER. I AGREE I APPROVED THIS ROYALTY AMENDMENT. I UNDERSTAND AND AGREE THIS ROYALTY AMENDMENT SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS NEGOTIATIONS, UNDERSTANDINGS, REPRESENTATIONS, AND AGREEMENTS, ORAL OR WRITTEN, ABOUT THIS ROYALTY AMENDMENT'S SUBJECT MATTER. I FREELY AND WITHOUT DURESS AND AFTER DUE CONSIDERATION ACCEPT AND AGREE TO BE BOUND BY, AND TO PERFORM ACCORDING TO, THIS ROYALTY AMENDMENT AND EACH AND ALL OF ITS TERMS, WITHOUT RESERVATION.

IN WITNESS WHEREOF, you and the Franchisor have executed this AMENDMENT on the above Amendment Date.

For the Franchisor, Huntington Learning Centers, Inc.,		
Raymond J. Huntington		Co-chair
Print name	Signature	Title

For the Franchisee *(This is executed by all individuals comprising the Franchisee, if the Franchisee is an individual; or all officers of the corporation, if the Franchisee is a corporation; or all partners or members, if the Franchisee is a partnership or limited liability company.)*	
Name of Franchisee *(from Table 1)*:	

Print name	Signature	Title
Print name	Signature	Title
Print name	Signature	Title

Attachment A, General Release

EXHIBIT D3

TO THE HUNTINGTON LEARNING CENTERS, INC. FRANCHISE DISCLOSURE DOCUMENT

OTHER AGREEMENTS

Sample form of Territory Amendment

Table 1. Identifying Information and Defined Terms	
Name of the franchisor (the "Franchisor", "Huntington", "we", "us", and "our")	Huntington Learning Centers, Inc.
Franchisee name (the "Franchisee" and "you")	
Name of the Exclusive Area	
Date (the "Franchise Agreement Date") on which we executed the franchise agreement (the "Franchise Agreement") with you for you to operate a franchised Huntington Learning Center® (the "Franchised Business") within the exclusive area (the "Exclusive Area")	
Date (the "Amendment Date") the Franchisor signs this Amendment. If blank the Amendment Date is the Franchise Agreement Date.	

This TERRITORY AMENDMENT (the "Amendment") is made, entered into, and effective on the Amendment Date between you and us or our successors and assigns.

RECITALS

A. WHEREAS, in connection with your execution of the Franchise Agreement, you have requested to continue its Exclusive Area as a Territory; and

B. WHEREAS, we hereby agree to your request, subject to the Franchise Agreement, as amended by this Amendment.

NOW, THEREFORE, in consideration of the undertakings and commitments of each party to the other party set forth in this Amendment and the above Recitals and Table 1's identifying information and defined terms, all of which are incorporated by reference herein, the parties, who each intend to be legally bound by this Amendment, and for good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

1. **Amended Franchise Agreement**. This Amendment amends the Franchise Agreement. The "Amended Franchise Agreement" means the Franchise Agreement, as amended by this Amendment. You and we agree to be bound by the Amended Franchise Agreement. This Amendment will terminate when the Franchise Agreement terminates or expires, unless sooner terminated according to this Amendment's terms. All defined terms are used herein as defined in the Franchise Agreement, unless otherwise herein indicated. If there is any conflict between the Franchise Agreement and this Amendment, this Amendment will govern. Except as specifically amended herein, all of the other terms and conditions of the Franchise Agreement are hereby ratified and confirmed.

2. **Your representations**. You represent and agree to each of the following: (a) The Premises is within the Territory; and (b) if any portion of your Territory's boundary can be interpreted in more than one way, then the interpretation producing the smallest geographic area will apply; and (c) any other franchisee's exclusive area may overlap your Territory; and (d) we have not made, and do not make, any representation or forecast about your Territory or the success or profitability of your Franchised Business; and (e) You represent you are not in violation of the Franchise Agreement; and you represent you do not owe us any past-due amount.

3. **Amendment.** You and we agree to amend the Franchise Agreement as follows:

3.1. Each reference to "Exclusive Area" in the Franchise Agreement is deemed to mean "Territory," except as otherwise provided in this Amendment.

3.2. Paragraph 2.1 of the Franchise Agreement is amended with the following: "You may market Huntington Services solely in the Territory. From time to time, we may establish or operate, or license other parties to establish or operate, Huntington Learning Center® businesses (each a "HLC") at any location outside the Territory, regardless of the proximity of such other HLCs to the Territory. The exclusive areas and territories of other franchisees may overlap with the Territory. Other franchisees may market Huntington Services in the Territory. Subject to the terms of this Agreement, and solely during the Term, and providing you comply with all your obligations under this Agreement, we will not establish or operate, or license any other party to establish or operate, a HLC within the Territory during the Term."

3.3. Replace "including no or a smaller exclusive area" in Paragraphs 3.1.1 and 14.3.3 of the Franchise Agreement with "including a smaller exclusive area".

3.4. The Renewal Fee in Paragraph 3.1.8 of the Franchise Agreement is $18,000; and the Transfer Fee in Paragraph 14.5 of the Franchise Agreement is $20,000.

3.5. Paragraph 4.8 of the Franchise Agreement is amended with the following: "You agree to the following: (a) You may relocate your Premises only within your Territory, and (b) you may not relocate your Premises to within two miles of any portion of your Territory's boundary, and (c) you may relocate your Premises only within the Territory's population or geographic center, as we determine, and (d) we have the right to reduce the size of the Territory upon any relocation."

3.6. New Paragraph 26.X is added to the Franchise Agreement: "Restrictions on advertising and marketing. You agree: (a) All your advertising and marketing for your Franchised Business must be conducted solely in your Territory or in Local Media that claim circulation in your Territory; and (b) all advertising and marketing you conduct using the internet, your websites, or your Networking Media Sites must be confined to your Territory; and (c) you must not visit any school or person at any school located outside your Territory on behalf of your Franchised Business, even if you currently have, have had in the past, or may have in the future, students from such school enrolled in your Franchised Business; and (d) you must not visit any person or organization, including employers, and government agencies, located outside your Territory on behalf of your Franchised Business."

4. **Transfer, renewal**. You must not directly, indirectly, or contingently sell, assign, transfer, convey, gift, pledge, mortgage, or otherwise encumber (whether by or among any of your Owners or others and whether by agreement or by law) any interest in this Amendment. We have the absolute right to transfer, assign, or sell, without your consent, by agreement or by law, directly, indirectly, or contingently, this Amendment and any right or obligation under this Amendment to any individual or legal entity, including any individual or legal entity that provides or proposes to provide products or services the same as, or similar to, those provided at the Franchised Business. To the extent that the purchaser or assignee assumes our covenants and obligations under this Amendment, we will thereupon and without further agreement, be freed and relieved of all liability with respect to such covenants and obligations. You agree you have no right to renew this Amendment.

5. **Termination.** You agree that, if you (a) commit a non-curable default (a "Non-curable Default") of the Amended Franchise Agreement, or (b) commit a curable default of the Amended Franchise Agreement and have not cured within the cure period (an "Uncured Default"), or (c) you commit three or more defaults (whether or not these are the same or similar defaults and whether or not these defaults are cured) within a 12-month period ("Three Defaults"), or (d) you commit four or more defaults (whether or not these are the same or similar defaults and whether or not these defaults are cured) during the term of the Franchise Agreement ("Four Defaults"), we have the absolute right to terminate this Amendment immediately upon, or at any time after, your commission of any Non-curable Default, or expiration of the date by which you had the opportunity to cure the Uncured Default, or upon the occurrence of the third of the Three Defaults, or upon the occurrence of the fourth of the Four Defaults. If this Amendment terminates due to a Non-curable Default, or Uncured Default, or Three Defaults, or Four Defaults, then you agree you will not at any time after

such termination request to execute any document or amendment giving you territorial rights as described in this Amendment; and we have no obligation to execute with you any such document or amendment.

6. **Entire Agreement.** The Amended Franchise Agreement constitutes the entire agreement between you and us with reference to its subject matter. The Amended Franchise Agreement supersedes all prior and contemporaneous negotiations, understandings, representations, and agreements, oral or written, about the Amended Franchise Agreement's subject matter. Our obligations to you are confined exclusively to the Amended Franchise Agreement. Any right granted to you by us as to the subject matter hereof is described solely in, and limited to, the Amended Franchise Agreement. Except for those specifically permitted to be made unilaterally by us or you hereunder, no amendment or change to, or variance from, the Amended Franchise Agreement will be binding on either party, unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

7. **Release.** You agree to execute the General Release in Exhibit B contemporaneously with your execution of this Amendment.

ACCEPTANCE AND AGREEMENT

I AGREE TO EACH OF THE FOLLOWING: I HAVE CAREFULLY AND THOROUGHLY READ THIS TERRITORY AMENDMENT AND ITS EXHIBITS FULLY AND IN THEIR ENTIRETY. I UNDERSTAND FULLY THIS TERRITORY AMENDMENT AND ITS EXHIBITS IN THEIR ENTIRETY. I UNDERSTAND AND AGREE THAT THIS TERRITORY AMENDMENT AND ITS EXHIBITS CONSTITUTE THE ENTIRE, FULL, AND COMPLETE AGREEMENT BETWEEN ME AND THE FRANCHISOR WITH REFERENCE TO ITS SUBJECT MATTER. I UNDERSTAND AND AGREE THAT THIS TERRITORY AMENDMENT SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS NEGOTIATIONS, UNDERSTANDINGS, REPRESENTATIONS, AND AGREEMENTS, ORAL OR WRITTEN, ABOUT THIS TERRITORY AMENDMENT'S SUBJECT MATTER. I AGREE THAT I AM ENTERING INTO THIS TERRITORY AMENDMENT SOLELY AS A RESULT OF MY INDEPENDENT INVESTIGATION AND NOT AS A RESULT OF ANY ORAL OR WRITTEN REPRESENTATION, GUARANTEE, WARRANTY, INDUCEMENT, OR FINANCIAL OR OPERATIONAL PERFORMANCE REPRESENTATION BY THE FRANCHISOR OR ANY INDIVIDUAL OR ENTITY AFFILIATED WITH THE FRANCHISOR THAT IS CONTRARY TO, OR AT VARIANCE WITH, ANY TERM OF THIS TERRITORY AMENDMENT OR ITS EXHIBITS. I AGREE THERE ARE NO REPRESENTATIONS, INDUCEMENTS, PROMISES, OR AGREEMENTS, ORAL OR OTHERWISE, BETWEEN ME AND THE FRANCHISOR NOT EMBODIED IN THIS TERRITORY AMENDMENT THAT ARE OF ANY FORCE OR EFFECT WITH REFERENCE TO THIS TERRITORY AMENDMENT OR OTHERWISE. I HAVE HAD FULL AND ADEQUATE OPPORTUNITY TO CONSULT WITH, AND BE ADVISED BY, COUNSEL OF MY OWN CHOOSING ABOUT THIS TERRITORY AMENDMENT AND ITS EXHIBITS AND THE TRANSACTION GOVERNED BY THIS TERRITORY AMENDMENT. I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS TERRITORY AMENDMENT AND ITS EXHIBITS AT LEAST 7 CALENDAR DAYS BEFORE I EXECUTED THEM. I FREELY AND WITHOUT DURESS ACCEPT AND AGREE TO BE BOUND BY, AND TO PERFORM ACCORDING TO, THIS TERRITORY AMENDMENT AND EACH AND ALL OF ITS TERMS, WITHOUT RESERVATION.

IN WITNESS WHEREOF, you and the Franchisor have executed this AMENDMENT on the above Amendment Date.

For the Franchisor, Huntington Learning Centers, Inc.,		
Raymond J. Huntington		Co-chair
Print name	Signature	Title

For the Franchisee *(This is executed by all individuals comprising the Franchisee, if the Franchisee is an individual; or all officers of the corporation, if the Franchisee is a corporation; or all partners or members, if the Franchisee is a partnership or limited liability company.)*	
Name of Franchisee *(Enter the same name that appears in table 1 of this Amendment)*:	

Print name	Signature	Title
Print name	Signature	Title
Print name	Signature	Title

EXHIBIT A, TERRITORY DESCRIPTION

You must operate your Franchised Business only from a single location within the boundaries of the geographic area (the "Territory") that is described and defined in this Exhibit A by map or by written description. You selected your Territory and the Franchisor consented to it. The Franchisor has not made, and does not make, any representation or forecast about your Territory or the success or profitability of your Franchised Business it in.

Your Territory's name is ____

YOUR TERRITORY'S DESCRIPTION IS ATTACHED. PLEASE SIGN AND DATE IT

IN WITNESS WHEREOF, the Franchisee and the Franchisor have executed the Amendment on the Amendment Date.

For the Franchisor, Huntington Learning Centers, Inc.,		
Raymond J. Huntington		Co-chair
Print name	Signature	Title

For the Franchisee *(This is executed by all individuals comprising the Franchisee, if the Franchisee is an individual; or all officers of the corporation, if the Franchisee is a corporation; or all partners or members, if the Franchisee is a partnership or limited liability company.)*	
Name of Franchisee *(Enter the same name that appears before Paragraph 1 of this Agreement)*:	

Print name	Signature	Title
Print name	Signature	Title
Print name	Signature	Title
Print name	Signature	Title

Exhibit B, General Release

EXHIBIT D4

TO THE HUNTINGTON LEARNING CENTERS, INC. FRANCHISE DISCLOSURE DOCUMENT

OTHER AGREEMENTS

Sample form of MicroSchool Amendment

Table 1. Identifying Information and Defined Terms

Item	**Entry**
Name of the franchisor ("we", "us", "our", and "Franchisor")	Huntington Learning Centers, Inc.
Franchisee name (the "Franchisee" and "you")	
Date on which we executed the franchise agreement (the "Franchise Agreement") with you for you to operate a franchised HLC (the "Franchised Business") within the Exclusive Area. "HLC" means a Huntington Learning Center® business.	
Name of the exclusive area (the "Exclusive Area")	
The initial fee (the "MicroSchool Initial Fee") you pay us when you sign this Amendment	$10,000. We waive this fee if you and we sign this Amendment before April 1, 2026
The nonrefundable monthly fee (the "Syllabus Fee") you pay us for use of the Syllabus	$185 if you operate one MicroSchool; $175 per MicroSchool if you operate two MicroSchools; $165 per MicroSchool if you operate three or more MicroSchools
Amount of the annual accreditation fee (the "Accreditation Fee") you pay us in connection with operating a MicroSchool	$700
Latest month and year (the "Opening Month") by which you must begin operating as a MicroSchool	September 2026
The "Amendment Date" is the date we sign this Amendment.	

This MICROSCHOOL AMENDMENT (the "Amendment") is made, entered into, and effective on the Amendment Date between you and us or our successors and assigns.

RECITALS

A. WHEREAS, you have requested to operate a MicroSchool within the Premises of your Franchised Business; and

B. WHEREAS, you will apply to become a private school within 30 days after the Amendment Date, if required by your locality, county, or state; and begin operating your MicroSchool no later than the Opening Month; and

C. WHEREAS, you will comply with the requirements in this Amendment, the Brand Standards Manual, and the Syllabus in connection with your MicroSchool. Such requirements include being responsible for all inquiries and enrollments for your MicroSchool; becoming accredited by the Accreditor; conducting paid advertising for your MicroSchool; paying us royalty on your MicroSchool Revenue; and contributing 2% of your MicroSchool Revenue to the MicroSchool Advertising Fund and not to any other advertising fund; and

D. WHEREAS, you acknowledge we have no experience in MicroSchools; and

E. WHEREAS, we hereby agree to your request, subject to the Franchise Agreement as amended by this Amendment (together the "Amended Franchise Agreement").

NOW, THEREFORE, you and we agree the entries in Table 1 and the Recitals set forth above are true and accurate and each of their entries are incorporated into this Amendment by reference and are made a part of this Amendment. All exhibits are attached to this Amendment, unless otherwise indicated. You and we sometimes are collectively referred to as the "Parties" and individually as a "Party." In consideration of the undertakings and commitments of each Party to the other Party set forth in this Amendment and the Recitals and Table 1, the Parties, who each intend to be legally bound by this Amendment, and for good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

1. **Amended Franchise Agreement**. This Amendment amends the Franchise Agreement. You and we agree to be bound by the Amended Franchise Agreement. Each defined term in this Amendment has the same meaning as defined in the Franchise Agreement, unless otherwise indicated in this Amendment. If there is any conflict between the Franchise Agreement and this Amendment, this Amendment governs. Except as specifically amended herein, you agree that all other terms and conditions of the Franchise Agreement are hereby ratified and confirmed.

2. **Grant**. Subject to the terms of the Amended Franchise Agreement and solely during the term of this Amendment, we grant you, and you accept, the non-exclusive, limited right and obligation (the "MicroSchool License" or "MS License") to use the Marks and System in connection with your operation of a MicroSchool within the Premises of your Franchised Business in the manner required in this Amendment, the Brand Standards Manual, the Syllabus, and as we require in writing from time to time. Subject to the terms of this Amendment, and solely during the term of this Amendment, and providing you comply with all your obligations under this Amendment, we will not establish or operate, or license any other party to establish or operate, a MicroSchool within the Exclusive Area during the term of this Amendment. We reserve absolutely all rights in connection with MicroSchools not expressly granted to you in this Amendment.

3. **Definitions of School, MicroSchool, and MicroSchool Revenue**

4. A "School" means an organization you manage; is located in your Premises; categorizes students by grade; employs one or more teachers; instructs in specific subjects; operates according to a published annual schedule of days; operates according to published hours each day; the organization and its facility, its staff, its curricula, and all other aspects of its operation comply with the laws and regulations of the federal government and the locality, county, and state in which it operates; and, if required by the locality, county, or state in which it operates, is authorized and registered by the required local, county, state, or federal educational agencies. A "MicroSchool" means a School that provides instruction for students in grades kindergarten through eight.

5. "MicroSchool Revenue" means all received and accrued revenue, including cash, cash equivalents, and credit, derived directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity, from all business conducted with the use of the Marks or System upon, from, or with, your MicroSchool, whether evidenced by check, cash, credit, charge, exchange, or otherwise (including the proceeds of any business interruption insurance policies) and whether for services or products provided or to be provided and whether such services or products are permitted or not permitted under this Amendment and whether paid in part or in full by a local, county, state, or federal government entity or paid in part or in full by individuals or any non-government entity. MicroSchool Revenue includes the fair market value of any goods or services received by you, directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity, in the event consideration other than cash is received. If you and we cannot agree on the fair market value of these goods and services, then we have the right to designate an independent appraiser, and the appraiser's determination of the fair market value will be binding. You and we will bear the cost of the appraisal equally. You will pay us all Third Party Costs (except the cost of the appraisal) we incur in connection with such appraisal. MicroSchool Revenue must not be offset by any expense; however, MicroSchool Revenue excludes (a) all sales or similar taxes that, by law, are chargeable to customers (if such taxes are separately stated and charged to the customer, paid by the customer, and paid to the appropriate taxing authority by you) and (b) any documented refund given to customers by you in good faith. MicroSchool Revenue is not part of Gross Revenue.

6. **Fees**

6.1. MicroSchool Initial fee. You agree to pay us the nonrefundable MicroSchool Initial Fee when you sign this Amendment.

6.2. Royalty. Each month during the term of this Amendment beginning when you receive or earn any MS Royalty, you must pay us by the 15th of that month without prior notice or demand a nonrefundable fee (the "MicroSchool Royalty" or "MS Royalty") in exchange for us granting you the MicroSchool License. MS Royalty is computed as the product of (a) the Royalty rate in the Franchise Agreement and (b) your preceding month's MicroSchool Revenue.

6.3. MicroSchool Advertising Fund Fee. Each month during the term of this Amendment beginning when you receive or earn any MS Royalty, you must pay to the microschool advertising fund (the "MicroSchool Advertising Fund" or "MS Advertising Fund") by the 15th of that month without prior notice or demand a nonrefundable fee (the "MicroSchool Advertising Fund Fee" or "MS Ad Fund Fee") that is 2% of your preceding month's MicroSchool Revenue. You do not pay 2% of your MicroSchool Revenue into any other advertising fund.

6.4. Syllabus fee. Each month during the term of this Amendment beginning as of the 15th of the Opening Month, you must pay us by the 15th of that month without prior notice or demand a nonrefundable Syllabus Fee. We have the right to change the amount of this fee from time to time

6.5. Accreditation Fee. By each September 30 during the term of this Amendment beginning in 2027 you must pay us without prior notice or demand a nonrefundable Accreditation Fee. We pay this fee to the Accreditor less our administrative costs. We have the right to change the month in which the Accreditation Fee is due. We and the Accreditor have the right to change the amount of this fee from time to time.

7. **Term.** The term of this Amendment begins on the Amendment Date and will expire on the earlier of (a) termination of this Amendment for any reason or (b) expiration, termination, or Transfer of the Franchise Agreement for any reason.

8. **Your acknowledgement**. You understand and agree that the MS License we grant to you under this Amendment gives you the right and obligation to operate a MicroSchool; and that a MicroSchool operates for a school year that typically lasts about nine months and typically begins in August or September and typically concludes in the following May or June; and that students who enroll in your MicroSchool typically expect to attend for the entire school year; and that to terminate operation of your MicroSchool during the school year will cause such students significant financial and other difficulties and is a material default under this Amendment.

9. **Your obligations.** You understand and acknowledge that every detail of the services (the "MicroSchool Services" or "MS Services") you provide in connection with the MicroSchool is important to you, us, our affiliates, and our franchisees in order to develop and maintain high operating standards, to increase demand for MS Services, and to protect our reputation and goodwill. You agree to comply with the terms of this Paragraph 9 in a manner that will not detract from our Marks or goodwill. Continually during the term of this Amendment, you agree to use your best efforts to maintain high operating standards and to protect the Marks and our reputation and goodwill; and to perform all your obligations under the Amended Franchise Agreement, including each of the following, at your sole cost:

9.1. Standards. You agree to offer and provide MS Services strictly compliance with all the standards, specifications, procedures, and policies in the Amended Franchise Agreement and that we require in the Brand Standards Manual, Syllabus, and in writing from time to time. You agree to refrain from deviating from any such standard, specification, procedure, and policy without our prior, written consent, which we may refuse for any reason or no reason.

9.2. Private school. You agree to apply to your locality, county, or state to become a private school within 30 days after the Amendment Date and to use your best efforts to do all things necessary, including development and submission of any required application and payment of any required initial and ongoing fees, to become registered and approved as a private school, if your locality, county, or state requires such approval or registration in order for you to operate a MicroSchool. You are responsible for determining if your locality, county, or state requires you to become registered or approved as a private school in order to operate a MicroSchool.

9.3. Begin operation, supervision, inquiries, enrollees. You agree to the following: (a) You must begin operation as a MicroSchool by no later than the Opening Month; and (b) You are solely responsible for your MicroSchool, its supervision, its staff, its students, and the results it obtains; and (c) You are solely responsible for all inquiries and all enrollees for your MicroSchool; and (d) You will cause your MicroSchool to be supervised and monitored at all times.

9.4. Laws and regulations. You agree to be knowledgeable in all local, county, state, and federal laws and regulations in connection with MicroSchools, including laws and regulations regarding their personnel, facilities, subjects instructed, curricula, instruction, and students. You agree you will comply fully and timely with such laws and regulations at your sole cost and expense.

9.5. Training. We have the right to require you attend training regarding MS Services from time to time in the manner and at the location of our choosing; and you agree to attend any such training we require.

9.6. Students. You agree the results your students obtain, their attendance, and the revenue they provide to you depend on you and the services you provide to them and their parents or guardians, the number of staff (including teachers) you employ, the quality of your instruction, your management of your staff and your teachers' instruction, adherence to the Syllabus, and your communication with students and their parents and guardians. You agree to each of the following in connection with your MicroSchool: (a) You, and not we, are responsible for your students; and (b) You will treat all your students fairly; provide MS Services in an honest, ethical, legal, and non-discriminatory manner; use your best efforts to preserve good student relations; and render competent, prompt, courteous, and knowledgeable service to your students; and (c) You will not sell or attempt to sell any product or service to any student that you believe, in your good faith estimation, is not needed by them; and (d) You will not sell or attempt to sell any product or service to any student that we have not authorized in writing; and (e) You will refrain from withholding any material information from your students; and (f) You will not make any promises or representations to your students that we do not authorize in the Brand Standards Manual, Syllabus, or in writing from time to time; and (g) You will handle all complaints, refund requests, returns, and other adjustments in a manner that will not detract from our Marks and goodwill; and (h) You will pay all refunds as required by law, the Amended Franchise Agreement, Brand Standards Manual, and Syllabus; and (i) You will comply with all privacy programs or privacy policies that we provide; we reserve the right to add to, subtract from, or otherwise modify any privacy policy or privacy program at any time on five days' notice to you. We may provide notices under this Paragraph 9.6 in the manner described in the Franchise Agreement or by email to any Email Address we provide to you.

9.7. Syllabus. We will provide you with a syllabus (the "Syllabus") that presents requirements in connection with the MicroSchool, including requirements for subjects taught, curricula used, instruction, assessment, grading, calendars, policies, parent/guardian interaction, staffing, and the facility. You must use and comply fully and timely with the Syllabus at your sole cost. We determine the content of the Syllabus. We have the right to modify the Syllabus from time to time. Such modifications may change the Syllabus significantly. You must not modify the Syllabus without our prior written consent, which we may refuse for any reason or no reason. If you wish to modify the Syllabus, you must notify us at least 30 days in advance of your use of such modification and request our approval of such modification. If we do not approve any proposed modification in writing within 30 days, it is deemed disapproved. If you believe any portion of the Syllabus conflicts with any applicable local, county, state, or federal law or regulation, then you must notify us immediately in the manner required in the Franchise Agreement and we will take the action, if any, we determine appropriate. If there is a conflict between the Syllabus and any local, county, state, or federal government requirement, including any requirement to teach or to refrain from teaching certain subjects, then such local county, state, or federal government requirement prevails, although we retain the right, but not the obligation, to dispute any such requirement. We may provide all updates and modifications under this Paragraph

9.7 in the manner described in the Franchise Agreement or by email to any Email Address we provide to you.

9.8. MicroSchool staff. For all staff who provide any services in connection with the MicroSchool, you agree you will monitor and supervise all such staff at all times; and we have the right, but not the obligation, to impose certain requirements relating to such staff in the Brand Standards Manual, Syllabus, and in writing from time to time. We expressly disclaim any implicit, reserved, indirect, and direct authority to control (whether directly or indirectly) or to exercise any power to control (whether directly or indirectly) any of your employees' terms and conditions of employment. We expressly disclaim any implicit, reserved, indirect, and direct authority for any communication (by means of mail, email, phone, or otherwise) between you and your employees, and for any staffing of the Franchised Business and the MicroSchool and for any issue related to your employees. We expressly disclaim any actual or apparent authority or responsibility for all local, county, state, and federal laws and regulations relating to your employees. We do not, and will not be involved in, and have no right of control over, any of your employees, any communication related to your employees, any issue related to your employees, and any data related to your employees. Solely you are responsible for all your employee-related compensation, management, decisions, terms, conditions, communications, and data. In addition to the foregoing in this Paragraph 9.8 and without limiting the foregoing, we expressly disclaim each of the following: (1) Any right to share or codetermine any terms or conditions of your employees; and (2) any right to possess or exercise direct or indirect control over any terms or conditions of your employees, including any aspects such as compensation, scheduling, supervision, and discharge; and (3) any actual or apparent authority or responsibility for any of your employee-related compensation, management, decisions, terms, conditions, communications, and data. We do not, and will not be involved in, and have no right of control over, any of your employee-related compensation, management, decisions, terms, conditions, communication, and data. Such employee-related compensation, management, decisions, terms, conditions, communications, and data include those about recruiting, hiring, wages, bonuses, commissions, payroll taxes, benefits, the manner or frequency with which you pay your employees, staffing, staffing levels, staffing schedules, supervising, disciplining, terminating, workman's compensation, unemployment insurance, safety rules and requirements, compliance with non-discrimination statutes, and record keeping.

9.9. Products, services. You agree to perform each of the following at your sole cost: (a) To acquire and use all the products, including signage, furniture, technology, and curricula, that we require in the Syllabus or otherwise in writing and to use such products solely in the manner described in the Syllabus or by us in writing; and (b) to offer all services we require in the Syllabus and to provide such services solely in the manner required in the Syllabus or by us in writing; and (c) you will not use any products or offer any services we do not permit in the Syllabus or by us in writing; and (d) if your HLC uses the services of Customer Engagement Center (CEC), then you agree to use its services in connection with the MicroSchool, to comply with its requirements, and to pay us the related fees; and (e) if your HLC does not use the services of CEC, then you agree to be responsible for all communications between you and potential and actual customers and students of the MicroSchool.

9.10. Communicate. You agree that we, our affiliates, our and our affiliates' agents, franchisees, and licensees, the Huntington Advertising Fund, the Contract Services Advertising Fund, the MS Advertising Fund, your MS CoOp, all other MS CoOps, CEC, and Conference Services (together, the "Communicating Parties") have the right at any time and from time to time to communicate in any manner (including verbal, written, and electronic form) about any topic (including MS Services) with any individuals, organizations, government entities, public schools, and private schools and their personnel (together, the "Interested Parties") and to meet with Interested Parties. Interested Parties may be located at any location, including inside and outside your Exclusive Area and inside and outside the MS CoOp's geographic area. Communicating Parties have the right to refer or direct any students to any HLC or MicroSchool. Nothing in this Paragraph 9.10 authorizes you to market in any manner at any time outside your MS CoOp's geographic area.

9.11. Where and how provided. You agree you will operate your MicroSchool solely within your Premises; and you will provide all MS Services in-person in your Premises or in gyms, playgrounds, libraries, museums, or similar locations that are near the Premises; and you will not provide any MS Service online.

9.12. Accreditation. In connection with your operation as a MicroSchool, we have the right to require you become a member of an accrediting body (the "Accreditor") that is Middle States Association of Colleges and Schools or any other or successor accrediting body, as we determine. We have the right to require you cease being a member of an Accreditor. You must not apply for accreditation or become accredited without our prior written approval, which we have the right to withhold for any business reason. We have the right to change the accrediting body from time to time and, if we change the accrediting body, we have the right to require you become a member of the changed accrediting body and to pay its initial and ongoing fees. To the extent permitted or required by the Accreditor, you must use your best efforts to be accredited by it in the manner and within the time period we require. If the Accreditor accredits you, you must comply with our and its requirements to maintain such accreditation in full force and effect continually during the term of this Amendment in the manner we authorize in the Brand Standards Manual, Syllabus, and by written notice from time to time. Your failure to apply to become accredited or to maintain your accreditation is a material default under this Amendment. You agree to bear all your costs in connection with your application to become a member of the Accreditor and in connection with maintaining and terminating such membership, including payment of the Accreditation Fee. You agree to pay us and the Accreditor upon written notice all fees we and it assess in connection with your accreditation; and you agree to pay us and the Accreditor all our and its related out-of-pocket costs and expenses. You agree to pay us all Third Party Costs we incur in connection with this Paragraph 9.12. We and the Accreditor have the right to change our and its fees from time to time. You agree to indemnify and hold harmless the Franchisor Entities in the manner provided in the Franchise Agreement from and against all claims; demands; obligations; liabilities; debts; and damages of every kind and nature (including those by any local, county, state, or federal government entity) resulting or arising, directly or indirectly, from claims made by, on behalf of, or in connection with the Accreditor, whether occasioned by your or the Accreditor's neglect, omission, willful act, or otherwise; this sentence survives termination or expiration of this Amendment for any reason. We may provide all notices under this Paragraph 9.12 in the manner described in the Franchise Agreement or by email to any Email Address we provide to you.

9.13. Systems; security; compliance with laws. You must obtain, install, upgrade, and maintain continually at your sole cost throughout the term of this Amendment all items we require of you in the Brand Standards Manual, Syllabus, and in writing from time to time, including the following: computers and related systems (including audio, video, telecommunications, camera, security, hardware, software, and firmware products and services); and telephone software and local and remote access lines; and credit card provider; and fax machine, eFax, document scanner; and high-speed primary and backup internet access; and all items we require you obtain or use in connection with the MicroSchool; and all items we require you obtain or use in connection with any training we permit or require. "MicroSchool Systems" or "MS Systems" means all items identified or referenced in this Paragraph 9.13. You are solely responsible for each of the foregoing and for their full compliance with this Paragraph 9.13. You agree you are solely responsible at your sole cost for the security of all of the items in this Paragraph 9.13 and to be knowledgeable of, and comply fully and timely with, all local, county, state, and federal laws and regulations regarding data security, data privacy, credit cards, use and collection of consumer personal information. You agree you are solely responsible at your sole cost to be knowledgeable of, and comply fully and timely with, each of the following: Payment Card Industry Data Security Standard, Family Educational Rights and Privacy Act, Children's Online Privacy Protection Act, Telephone Consumer Privacy Act, Federal Wiretapping Act, Children's Online Privacy Protection Act, the Family Educational Rights and Privacy Act, and any other applicable local, county, state, and federal laws and regulations. You agree you are solely responsible at your sole cost to be knowledgeable of, and comply fully and timely with, each of the following to the extent they apply to you or your MicroSchool: California Invasion of Privacy Act, California Consumer Privacy Act, Virginia Consumer Data Privacy Act, Colorado Privacy Act, Connecticut Personal Data Privacy and Online Monitoring Act, Utah Consumer Privacy Act, and any other applicable local, county, state, and federal laws and regulations.

9.14. Insurance. Before you begin any operations under this Amendment and continually during its term, you agree to secure and to maintain in full force and effect, at your sole expense, an insurance policy or policies insuring you, us, and your and our respective present and past officers, directors, partners, agents, and employees against any demand or claim with respect to personal injury, death, or property damage, and any loss, liability, or expense whatsoever arising or occurring upon, or in connection with, the services to be provided under this Amendment. Such an insurance policy or policies must comply with the minimum insurance we require in the Brand Standards Manual, Syllabus, and in writing from time to time. We do not represent such insurance will insure you against any insurable risk. Your obligation to obtain and maintain the insurance policy or policies in the amounts required in this Amendment, the Brand Standards Manual, the Syllabus, or in writing by us from time to time must not be limited in any way by reason of any insurance that we may maintain, nor will your performance of that obligation relieve you of any liability under the indemnity provisions set forth in the Amended Franchise Agreement. We have the right to require you to obtain and maintain insurance with an insurance company of our choosing. If you fail to obtain or maintain such minimum insurance required in this Paragraph 9.14, we have the right, but not the obligation, to obtain, through companies or agents of our own choosing and on your behalf, such minimum insurance; and, upon our written demand, you must pay us the cost of such insurance and our related Third Party Costs. All insurance policies and all certificates of insurance covering the services to be provided under this Amendment must name us as an additional insured and must provide that we be given at least 10 days' written notice of any termination, amendment, cancellation, or modification of such policies in the manner required in the Franchise Agreement. You must provide us and, if we require, our designee with certificates of insurance evidencing such insurance no later than 10 days before you begin any operations under this Amendment and immediately upon our written request.

9.15. Government notification. If you receive any correspondence or notice from, or submit any correspondence or notice to, any local, county, state, or federal government entity, you agree you will timely provide us with copies of such correspondence and notice. You agree you are solely responsible at your sole expense to respond to, and to comply with, such correspondence and notice.

9.16. Reports. If any local, county, state, or federal government entity requires that you submit any report to it in connection with your MicroSchool, you agree to develop and submit such report in a timely and complete manner and contemporaneously submit such report to us.

9.17. Audit. To ascertain your compliance with this Amendment, the Huntington Manuals, and the Syllabus, we and our employees and agents have the right, without giving notice to you, at any time and from time to time, to audit all elements and contents of the MicroSchool. If, for any reason, you decline to permit, or you fail to cooperate fully and timely with, any audit; or if any audit discloses that you have failed to meet or comply with our quality requirements, as we authorize in the Huntington Manuals, Syllabus, or by written notice from time to time; or if any audit discloses that you have maintained false books, records, or financial or operating statements or submitted financial or operating reports or statements that understate Gross Revenue or enrollment by 3% or more or are otherwise substantially incorrect, then, within five days of our written notice you must pay us (a) the greater of the cost of the audit or $5,000, and (b) all Third Party Costs we incur in connection with the audit, and (c) all other amounts due to any underreporting.

9.18. Costs. You agree solely you are responsible for all costs under this Paragraph 9. You agree to pay us all Third Party Costs we incur in connection with this Amendment. You agree to comply with the terms of this Paragraph 9 in a timely manner.

10. Advertising and promotion

10.1. You agree to advertise and promote your MicroSchool actively and diligently continually during the term of this Amendment and in conformity with the Amended Franchise Agreement, the Brand Standards Manual, the Syllabus and as we require or permit by written notice from time to time. We may provide such notices in the manner described in the Franchise Agreement or by email to any Email Address we provide to you. You, and not we, are responsible for all your marketing, advertising, and public relations in connection with your MicroSchool and the results they obtain. We have the right to resolve any dispute about Local Media, including any dispute about definition or interpretation, in our sole discretion. You agree to each of the following:

10.1.1. Minimum. You agree to promote your MicroSchool by spending a minimum of $15,000 per year on Local Media solely in your MS CoOp's geographic area. Your failure to spend this minimum amount in any year during the term of this Amendment is a material default under the Amended Franchise Agreement. If you fail to spend this minimum amount in any year during the term of this Amendment, then you must pay us by January 31 of the following year the difference between this minimum amount and the amount you spent.

10.1.2. Excluded items. Payments for the following goods and services do not count towards your obligation to spend the minimum amount in Paragraph 10.1.1 above: (a) Any payment you make to, or expense you incur in connection with, the MS Advertising Fund or any other advertising fund; and (b) Any payment you make to, or expense you incur in connection with, advertising or marketing Huntington Services, eTutoring, Contract Services, or any other services required or permitted under the Franchise Agreement; and (c) Any payment you make to, or expense you incur in connection with, the Marketing Communication Program, including any amount you pay us, or deposit with us; and (d) Any scholarship you may offer; and (e) Any discount you may offer on any service, including any discount you may offer on testing or tuition; and (f) Any payment you make to, or expense you incur in connection with, your in-person or virtual visits to, or contacts with, students, parents, guardians, schools, merchants, or community organizations or any of their personnel; and (g) Any payment you make to, or expense you incur in connection with, your ground marketing activities, such as purchasing or distributing ground signs and flyers; and (h) Any payment you make to, or expense you incur in connection with, any marketing activities for which you incur no out-of-pocket expense; and (i) Any rental or lease payment you make to, or expense you incur in connection with, the Premises or any other facility; and (j) Any payment you make to, or expense you incur for, any salary or other compensation paid to any employee, agent, or vendor. We have the right to modify this list of excluded items from time to time by written notice to you. We may provide such notices in the manner described in the Franchise Agreement or by email to any Email Address we provide to you.

10.1.3. Where you may advertise. You may advertise and market your MicroSchool solely within your MS CoOp's geographic area. You must not market or advertise MS Services in any manner outside your MS CoOp's geographic area without our express written permission, which we may decline for any reason or no reason. We have the right to resolve, in our sole discretion, any dispute about whether such advertising or marketing is within or outside your MS CoOp's geographic area, including any dispute about definition or interpretation. You must pay us all our Third Party Costs in connection with our enforcement of these restrictions on your marketing and advertising.

10.2. MicroSchool Advertising Fund. The "MicroSchool Advertising Fund" or "MS Ad Fund" means a fund we created to pay the expenses of promoting and enhancing the value, general public recognition, and acceptance of the Marks in connection with MicroSchools. You acknowledge and agree to each of the following: (a) The MS Ad Fund, all contributions thereto and earnings thereon, may be spent on its and our lobbying, marketing, staffing, consultants, and activities in connection with marketing, soliciting, obtaining, and managing MS Services; marketing and solicitation to customers, parents, guardians, students, schools, and local, county, state, and federal government agencies; recruiting and solicitation of parents and students; marketing to, lobbying of, and participation in, educational and related trade organizations, government and non-government for-profit and not-for-profit entities, and any related entities and organizations, and any activities related thereto; market research; development, production, and placement of marketing programs and materials in any media and in any geographic or market area; enhancing or supporting our brand awareness and brand in educational and marketing activities; administering, directing, preparing, placing, and paying for lobbying, promotions, public relations, market research, advertising, and related activities, including the cost of preparing and conducting television, radio, trade shows, existing and future electronic media (including text, email, blog, webinar, the Internet, our Websites, and on any Networking Media Site), direct mail, magazine, and newspaper advertising and lobbying and public relations activities and related activities and employing advertising, lobbying, and other agencies to assist with all these activities; and any and all costs of all activities described in this Paragraph 10.2. In addition to the foregoing in this Paragraph 10.2, we have the right, but not the obligation, to use the MS Ad Fund to reimburse, fully or partially at our discretion, any student for prepaid services if you or any contributor to the MS Ad Fund fails for any reason to provide such services; and (b) We control the MS Ad Fund and determine the way its monies are expended; and (c) The MS Ad Fund may be used to cover all administrative, legal, and operating costs and third-party expenses of the MS Ad Fund, including accountants' and attorneys' fees, costs, and expenses; the MS Ad Fund will not be used to defray any of our general operating expenses, except the MS Ad Fund must pay monthly to us 10% of the monies contributed to it to reimburse us for management of its programs and for administrative costs and overhead we incur in any activities related to its administration; the MS Ad Fund may provide coverage that is local, regional, national, or international in scope; the MS Ad Fund is not obligated to spend any of its monies in the geographic or market area in which you are or the MicroSchool is located or in any manner that is proportionate or equivalent to your contributions; you may receive no direct or indirect benefit whatsoever from the MS Ad Fund; the MS Ad Fund may benefit us and our affiliates and our and their franchisees that offer services the same as, similar to, or different from, MS Services; the MS Ad Fund may benefit us in our sale of franchises; we have the right to commingle funds in the MS Ad Fund with our general funds; we may accumulate any monies in the MS Ad Fund that are not spent in the year in which they accrue. We have the right to contribute any funds in the MS Ad Fund to the Huntington Advertising Fund, the Contract Services Advertising Fund, and to any other advertising fund that collects contributions from us or our affiliates or our or their franchisees. We have the right to merge all or part of the MS Ad Fund with the Huntington Advertising Fund, Contract Services Advertising Fund, and any other advertising fund that collects contributions from us or our affiliates or our or their franchisees. Although the MS Ad Fund is intended to be of perpetual duration, we have the right to terminate it at any time and for any or no reason; and (d) neither we nor any of our affiliates have any obligation to make any payment to the MS Ad Fund for any MicroSchool we or they may operate; and (e) You and we acknowledge and agree that there is no formal or informal fiduciary or trustee relationship between us and the MS Ad Fund, between you and the MS Ad Fund, between us and you, between Huntington Advertising Fund and MS Ad Fund, between Contract Services Advertising Fund and MS Ad Fund, or otherwise. You and we acknowledge and agree that there is no fiduciary, special, or other relationship between you and us, or between us and the MS Ad Fund; and you are neither an intended third party beneficiary nor an incidental beneficiary with respect to the MS Ad Fund; and the MS Ad Fund is neither a third party beneficiary nor an incidental beneficiary under the Amended Franchise Agreement; and no MS CoOp is a third party beneficiary or an incidental beneficiary under the Amended Franchise Agreement; and (f) We have the right to use the MS Ad Fund to defend, indemnify, and hold us, our affiliates, and our and their respective present and past directors, stockholders, officers, employees, and agents harmless from all claims, demands, losses, obligations, liabilities, debts, and damages resulting, directly or indirectly, from administration or use of the MS Ad Fund in any way; and (g) Any amount you contribute to the MS Services Fund will not count towards meeting your obligation to spend any minimum amount on advertising required under the Amended Franchise Agreement.

10.3. MicroSchool Cooperative Association. We have the right to form cooperative associations (each an "MicroSchool Cooperative Association" or "MS CoOp") and require you to become a member of an MS CoOp during the term of this Amendment. As of the Amendment Date, your MS CoOp is the same as your CoOp as defined and described in the Franchise Agreement. You acknowledge and agree to each of the following: (a) We have the right to define the requirements for membership in each MS CoOp, including to permit or require us, franchisees, or others to be members; and (b) We have the right from time to time to determine and modify each MS CoOp's name, membership, organization, bylaws, voting rights, government, administration, starting date, ending date, and geographic area; and to change, dissolve, and merge any MS CoOp with any other similar organization. No MS CoOp activity may be undertaken without our prior written approval. When any MS CoOp's members vote, each member will be accorded one vote, except to the extent provided otherwise by the applicable MS CoOp's bylaws. If any MS CoOp operates according to written governing documents or prepares annual or periodic financial or operating statements, projections, or budgets, the MS CoOp will provide us and all its members these documents, statements, projections, and budgets in a timely manner. We and our agents have the right from time to time to examine, inspect, copy, and audit all the MS CoOp's physical and electronic books, computers, records, accounts, tax returns, bank records, computer software and data, bookkeeping, revenue, expenses, reports, and correspondence; and you must permit and cooperate fully with this examination, inspection, and audit. Each MS CoOp must permit us and our agents to observe and participate in all its meetings and to observe all its activities. We have the right to call MS CoOp meetings from time to time for any reason; and (c) during the term of this Amendment, the MS CoOp of which you are a member has the right to require you to pay it a non-refundable monthly fee (the "MicroSchool Cooperative Fee" or "MS CoOp Fee"), as determined by a majority vote of its members, except to the extent provided otherwise by its bylaws. The MS CoOp Fee paid by you and any other amount that you or we pay or that any other individual or entity pays to the MS CoOp will be maintained and administered solely in accordance with the agreement establishing the MS CoOp. You must pay the MS CoOp Fee to the MS CoOp by the 10th day of each month for the preceding month or as determined by a majority vote of the MS CoOp's members, except to the extent provided otherwise by the MS CoOp's bylaws. By the 10th day of each month you must submit to the MS CoOp and to us the statements and reports the MS CoOp and we require. MS CoOp Fees may be expended to meet any costs of placement and conduct of advertising and marketing programs in any media determined in accordance with the MS CoOp's bylaws. You may receive no direct or indirect benefit from the MS CoOp. All MS CoOp members have the right to vote on all its expenditures, except to the extent provided otherwise by the MS CoOp's bylaws; and (d) If we have established an MS CoOp that is applicable to you as of the Amendment Date or if we establish one during the term of the Amendment, you must immediately execute such documentation as required in the Brand Standards Manual, the Syllabus, or by us in writing and become a member of such MS CoOp and comply with the applicable MS CoOp's bylaws and other governing documents for such MS CoOp, including payment of any required MS CoOp Fee. Your failure to pay any fee required by the MS CoOp or to perform any legal act required by your MS CoOp will be a material breach of the Amended Franchise Agreement. We have the right, but not the obligation, to enforce any obligation owed by you to the MS CoOp on the MS CoOp's behalf; and, in such event, you and the MS CoOp must indemnify us against all actions, claims, judgements, penalties, and Third Party Costs in connection with our enforcement of such obligation; and (e) No MS CoOp may use any promotional or advertising plans or materials furnished to its members without our prior written approval. All such plans and materials must be submitted to us for our prior written approval, which we may decline to approve for any business reason. We do not represent that any such approval of any such plans or materials will benefit the MS CoOp, you, or any other MS CoOp member; (f) The MS CoOp may not change its bylaws unless we approve such change in advance in writing. The MS CoOp must submit all proposed changes to its bylaws to us for our prior, written approval, which we may decline for any business reason. We have 30 days to approve any proposed change in writing. If we do not approve any proposed change in writing within such 30 days, it is deemed disapproved. The MS CoOp's bylaws must not thereafter be changed or modified, without our prior written approval. The MS CoOp is responsible, at its sole expense, to conform its bylaws and corporate documents to all applicable laws and regulations; to obtain all required or permitted permits; and to pay all applicable taxes and fees that may be required by local, county, state, or federal laws and regulations. You and the MS CoOp must pay us all our Third Party Costs in connection with the MS CoOp. We do not represent that any bylaws or other MS CoOp documents comply with any local, county, state, or federal law or regulation; and (g) There is no formal or informal fiduciary or trustee relationship created by the Amended Franchise Agreement or otherwise between us and any MS CoOp; and (h) Any amount you contribute to any MS CoOp will not be used in meeting your obligation to spend any minimum amount on advertising required under the Amended Franchise Agreement.

11. **Requirements to execute this Amendment.** We may impose requirements on a franchisee in order for that franchisee to execute this Amendment, including the following illustrative requirements: The franchisee must have a thorough knowledge of the System and be compliant with the System; and the franchisee must not be in default of its franchise agreement and must not have received multiple default notices of its franchise agreement; and the franchisee must not owe us any past-due amount and must not have repeatedly owed us any past-due amounts; and the franchisee must have attended all required training and all appropriate optional training and completed such training successfully; and the franchisee's HLC and its premises must comply with our standards; and the franchisee must meet our revenue requirement; and the franchisee must develop and provide us with a management plan acceptable to us. Any management plan submitted to us by a franchisee is only for us to determine if we will agree to offer that franchisee this Amendment. Our review or acceptance of any management plan is not a representation that the franchisee who provided a management plan will be successful in operating a MicroSchool or that MicroSchool will succeed or be profitable. We solely determine if a franchisee meets our minimum requirements. If a franchisee meets our requirements, that does not obligate us in any way to offer that franchisee a MicroSchool amendment. Merely meeting any requirements in this Paragraph 11 or that we impose is not a representation or warranty that you or any other franchisee will be successful in operating a MicroSchool.

12. **Disclaimers; waiver**. You understand, acknowledge, and agree to the following: (a) we have no experience in MicroSchools or MS Services; and (b) we are attempting to develop MicroSchool procedures, the Syllabus, and related items, such as curricula and software, and such attempt will involve testing and experimentation and such attempt may fail; and (c) such testing and experimentation may result in significant loss of your income and opportunities; and (d) our MicroSchool procedures, Syllabus, and related curricula and software may be incomplete or erroneous and may result in significant loss of your income and opportunities; and (e) the Syllabus may not be appropriate for your students; and (f) your MicroSchool students may show no progress; and (g) you will have no claim against us for any failure of the MicroSchool or Syllabus to meet your financial, operational, or other expectations; and (h) you will have no claim against us for any loss of income or for any loss of financial, operational, or other opportunities due to your use of the MicroSchool or Syllabus or related curricula or software.

13. **Release**. In further consideration of our execution of this Amendment and for other good and valuable consideration, the receipt and sufficiency of which you hereby acknowledge, you and your successors, assigns, owners, guarantors, heirs, personal representatives, and affiliates, individually and collectively, agree to execute the release in Exhibit A concurrently with your execution of this Amendment. The release is a document that is separate and distinct from this Amendment.

14. **Your assignment, renewal.** For the reasons described in Paragraph 7 above, you agree the limitations in this Amendment placed on you in connection with any Transfer and in connection with your renewal of your franchise are reasonable and you agree to comply fully and timely with them.

14.1. Assignment. You have no right to Transfer any interest in this Amendment or your MicroSchool to anyone, including you, your Owners, or third parties, except as described in this Paragraph 14. In addition to the Franchise Agreement's requirements imposed on you in connection with any Transfer, you agree to the following:

14.1.1. If the transferee expresses in writing his desire to continue operating a MicroSchool in connection with a HLC and if we are then offering franchisees the opportunity to operate MicroSchools, we will offer the transferee our then-current microschool amendment and the transferee must execute both the then-current franchise agreement and the then-current microschool amendment concurrently and pay their associated fees. The then-current microschool amendment may contain terms, obligations, royalty, advertising fees, and other fees, costs, and expenses that are significantly different from, in addition to, and less favorable than, those in this MicroSchool Amendment.

14.1.2. If the transferee does not desire to operate a MicroSchool, then the Transfer must be effective outside of the MicroSchool's school year. By way of example, if your MicroSchool's school year begins on August 5 and ends on May 15, then the Transfer must be effective during the period beginning May 16 and ending August 4.

14.2. Renewal. You hereby agree that, if you elect to renew your franchise by executing our then-current franchise agreement, then in addition to the Franchise Agreement's requirements imposed on you in connection with renewal, you agree to the following:

14.2.1. If you express in writing your desire to continue operating a MicroSchool in connection with your HLC and if we are then offering franchisees the opportunity to operate MicroSchools, we will offer you our then-current microschool amendment and you must execute both the then-current franchise agreement and the then-current microschool amendment concurrently and pay their associated fees. The then-current microschool amendment may contain terms, obligations, royalty, advertising fees, and other fees, costs, and expenses that are significantly different from, in addition to, and less favorable than, those in this MicroSchool Amendment.

14.2.2. If you do not desire to continue operating a MicroSchool upon renewal, you agree to continue operating both it and your HLC through the end of the school year in which the Franchise Agreement expires.

15. **Our assignment**. We have the absolute right to transfer, assign, or sell, without your consent, by agreement or by law, directly, indirectly, or contingently, this Amendment and the Amended Franchise Agreement and any right or obligation under this Amendment and the Amended Franchise Agreement to any individual or legal entity, including any individual or legal entity that provides or proposes to provide products or services the same as, or similar to, a MicroSchool or those products and services you provide at your Franchised Business or your MicroSchool. To the extent the purchaser or assignee assumes our covenants and obligations under this Amendment or the Amended Franchise Agreement, we will thereupon and without further agreement, be freed and relieved of all liability with respect to such covenants and obligations.

16. **Consumer and privacy laws**. If any local, county, state and federal consumer or privacy law, including the California Consumer Privacy Act (CCPA) or any similar law, applies to the Franchised Business, the MicroSchool, or to any services you provide in connection with the Franchised Business or the MicroSchool, then, whenever, wherever, and to the extent you operate as a "Service Provider", a "Contractor", a data processor, or in a similar capacity as defined by such applicable law under any local, county, state and federal privacy law for personal data (or any similar term used under applicable law) for which we are a data controller or regulated business as defined by such applicable law ("Franchisor Data"), you represent and warrant that: (a) Except for the purpose of operating the Franchised Business in accordance with the Amended Franchise Agreement, including the Brand Standards Manual and Syllabus, you must not retain, use, combine, or disclose any Franchisor Data; and (b) You must not (and must ensure your personnel do not) share, rent, lease, transfer, release, sell, make available, or otherwise disclose any Franchisor Data to any third party without our express written consent and in any event you may not undertake such activities for consideration or for the purpose of performing cross-context behavioral or similar advertising; and (c) You must not retain, use, or disclose Franchisor Data outside of the direct business relationship between you and us and you may not transfer Franchisor Data to, or allow access to Franchisor Data from, outside the United States. You must not use or create any de-identified or aggregated data from any Franchisor Data without our consent in each instance obtained; and (d) You have not and will not engage any subcontractor or sub-processor without our prior written consent; and (e) You must delete any Franchisor Data immediately upon our written request, unless you can prove at your sole cost to our full satisfaction that such request is subject to an exception under applicable law; and (f) If you receive a customer information data request, such as a request to delete customer information, or requesting to know, access, correct, transfer, or stop the processing of certain Franchisor Data, or otherwise exercise any of their rights as a data subject or consumer under applicable data privacy laws, directly from a consumer or indirectly from an agent of a consumer, regarding any Franchisor Data ("Data Subject Request"), you must promptly notify us within 72 hours of receipt of such Data Subject Request. You will (1) permit us to have sole control over any response to a Data Subject Request, including the timing, method, and content; and (2) not respond directly to a Data Subject

Request, except if required by applicable law; and (3) comply with any request made by us relating to Franchisor Data (e.g. you will delete Franchisor Data if and when requested by us); and (g) Given the nature of the processing of Franchisor Data, you will, as requested by us, promptly provide all information, perform all acts, and otherwise cooperate with us as necessary to assist us in complying with our obligations under applicable local, county, state and federal data privacy and other laws and further allow us to take reasonable and appropriate steps upon notice to you to remediate any unauthorized use of Franchisor Data or otherwise ensure compliance with applicable local, county, state and federal data privacy and other laws and the Amended Franchise Agreement. We may provide such notices in the manner described in the Franchise Agreement or by email to any Email Address we provide to you; and (h) You agree to provide the foregoing information, assistance, and cooperation in this Paragraph 16 at no cost or additional charge to us. Wherever in this Paragraph 16 you must obtain our consent, we may refuse such consent for any reason or no reason; and (i) You understand that the Franchisor Data is disclosed to you solely for the purposes of the Amended Franchise Agreement and may only be processed during the term of this Amendment. If you allow any third party to process any such Franchisor Data, you must ensure such third party has obligations of confidentiality with respect to such Franchisor Data substantially similar to those set forth in this Paragraph 16; and (j) You certify that you understand your obligations as a service provider, contractor, processor, or similar role under applicable data privacy laws and will notify us if you become aware that you are unable to comply with applicable data privacy laws with respect to Franchisor Data.

17. **Defaults.** In connection with any default by you, we reserve all rights, including litigation, enforcement of personal guarantees, referral to collections or credit agencies, and termination of franchise rights.

17.1. Defaults that cannot be cured. We have the absolute right, at our option, to terminate this Amendment and all rights granted hereunder, upon any of the following defaults by you, without giving you an opportunity to cure the default and without prejudice to any of our other rights or remedies provided by law or this Amendment, effective immediately upon the provision of notice to you or at such later time as indicated in such notice, if: (a) you fail to apply to become registered and approved as a private school within 30 days after the Amendment Date, if the federal government or your locality, county, or state requires such approval or registration in order for you to operate a MicroSchool; or (b) you fail to begin operating your MicroSchool by the Opening Month; or (c) you fail to operate a MicroSchool for six months or more; or (d) if the locality, county, or state in which you operate your MicroSchool requires you or your MicroSchool to be authorized or registered and you lose such authorization or registration; or (e) you Transfer or attempt to Transfer this Amendment in violation of Paragraph 14 above; or (f) your Franchise Agreement is terminated for any reason.

17.2. Defaults that can be cured. Upon any default by you under this Amendment, we have the absolute right, at our option, and without prejudice to any of our other rights or remedies provided by law or this Amendment, to terminate this Amendment and all rights granted hereunder, effective immediately upon the provision of notice to you; provided, however, you may avoid termination by immediately initiating a remedy to cure such default, curing it to our satisfaction, and by promptly providing proof thereof to us within the lesser of 30 days or the period specified below. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Amendment will terminate without further notice to you, effective immediately upon the expiration of such 30-day period (or such shorter notice period as specified below) or such longer period as applicable law may require. Defaults that are susceptible of cure hereunder include the following illustrative events: (a) You fail to comply with any material term or condition of the Amended Franchise Agreement, as it may be supplemented by the Brand Standards Manual and Syllabus; or (b) You fail to acquire or use the products we require in the Syllabus; or (c) You fail to offer all the services required in the Syllabus or you fail to provide such services in the manner required in the Syllabus; or (d) You fail to comply with the Syllabus; or (e) You use products or offer services we do not permit in the Syllabus; or (f) You provide MS Service in a manner that does not meet our standards in the Amended Franchise Agreement within 5 days' written notice to correct such default; or (g) You advertise or market MS Services outside the MS CoOp, without our prior, express written permission; or (h) You fail to submit to us or any local, county, state, or federal government entity any required financial, operating, or report or statement we or it requires; or (i) you fail to make any payment to us required under the Amended Franchise Agreement; or (j) you fail to pay to any student any refund or other amount properly due and owing to him within 10 days of demand by us or him; or (k) you fail to obtain minimum insurance as required in this Amendment or you fail to maintain such insurance during the term of this Amendment; or (l) you fail to name us as an additional insured as required in this Amendment; or (m) you fail to comply with the minimum advertising requirements in Paragraph 10.1 above; or (n) you offer or provide MS Services online.

18. **Covenant against competition.** Except as we otherwise approve by written notice in the manner described in Paragraph 33 below, you covenant and agree that you and all Owners will not, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity during the term of this Amendment at any location in the world: (a) Divert or attempt to divert any present or prospective business or customer of any MicroSchool to any competitor, by direct or indirect inducement or otherwise, or do or perform any other act injurious or prejudicial to the goodwill associated with the Marks or the System; or (b) Own, maintain, advise, invest in, operate, engage in, be employed by, be a consultant to, loan money to, provide any assistance to, be a franchisee of, or have any interest in (as owner, guarantor, or otherwise) any brick-and-mortar, online, in-home, at-home, or other business at any location that is the same as, or similar to, a MicroSchool. For a continuous uninterrupted period of two consecutive years commencing upon termination or expiration of this Amendment (regardless of the cause for termination or expiration), the words “at any location in the world” in the previous sentence are replaced by the following: “within: (i) the Premises; or (ii) the Exclusive Area; or (iii) a radius of 25 miles from the Exclusive Area; or (iv) a radius of 25 miles from the Premises; or (v) a radius of 25 miles from any HLC.” This paragraph will not apply to your ownership of a less than 5% beneficial interest in the outstanding equity securities of any corporation which has securities registered under the Securities Exchange Act of 1934.

19. **Our right to terminate; cross default**. If we have the right to terminate the Franchise Agreement, we have the immediate right to terminate this Amendment with no further notice to you. If we terminate the Amendment, we will have no further obligation to you under this Amendment. If you commit a non-curable breach of the Amended Franchise Agreement or if you are in receipt of a notice of default and have not cured within the permitted time period, we have the right to terminate this Amendment upon 10 days’ written notice to you. If we terminate this Amendment and you have other currently effective MicroSchool Amendments, then we have the right to terminate all such other MicroSchool Amendments effective immediately upon written notice to you. Upon termination of this Amendment for any reason, the remainder of the Amended Franchise Agreement will remain in effect.

20. **Your right to terminate.** You have no right to terminate this Amendment, except as described in this Paragraph 20; and you agree that if you terminate this Amendment for any reason other than that described in this Paragraph 20 is a material default under the Amended Franchise Agreement.

20.1. Government denial. If the federal government or your locality, county, or state requires you apply to it to become approved or registered as a private school in order for you to operate a MicroSchool and you applied to become a private school within 30 days after the Amendment Date and the federal government or locality, county, or state, as applicable, denies your application after all appeals are taken, then you may request in writing in the manner described in Paragraph 33 below to terminate this Amendment. We have the absolute right to agree to your request or deny it for any business reason. If we agree to your request in writing, then this Amendment will terminate upon our written agreement with your request, providing, however, if you have enrolled any students in your MicroSchool, you agree to refund their payments, if any, in full immediately upon our agreement with your request.

20.2. Within 60 days; cessation of funding. You may request in writing in the manner described in Paragraph 33 below to terminate this Amendment if (a) you submit such request to us within 60 days after the Amendment Date; or (b) you submit such request to us within 60 days after the Opening Date; or (c) you submit such request to us within 60 days before or after the conclusion of the 2026-27 school year; or (d) the government entity that provides funding for tuition ceases providing such funding. We have the absolute right to agree to your request or deny it for any business reason, such as lack of enrollment. If we agree to your request in writing, then this Amendment will terminate upon the earlier of (1) before the beginning of the next school year or (2) after the end of the then-current school year; and you agree to provide MS Services through the end of the then-current school year to all your students who are enrolled in your MicroSchool as of the date of your request; and you agree you will not enroll any additional students in your MicroSchool after the date of your request.

21. **Your obligations upon expiration or termination of this Amendment.** You agree that, immediately upon expiration or termination of this Amendment for any reason: (a) The MicroSchool License is terminated and you must cease all MS Services; and (b) you must pay all refunds, penalties, and other amounts you owe to each of your students; and (c) you must comply with each local, county, state, and federal government entity's requirements regarding termination of a private school; and (d) You must pay us all amounts you owe us under the Amended Franchise Agreement; and (e) You must submit to us and all local, county, state, and federal government entities all reports we and they require in connection with MicroSchools; and (f) Expiration or termination of the MicroSchool License will not relieve you of any of your obligations to us existing at the time of such expiration or termination, or terminate your obligations that, by their nature, survive the expiration or termination of the Amendment. Expiration or termination of the Amendment will be without prejudice to our rights against you; and (g) You must pay to us or our designee all related damages and Third Party Costs; and all Third Party Costs and any damages will be a lien in favor of us against the assets owned by you (including the personal property, furniture, fixtures, furnishings, equipment, signs, fixtures, and inventory owned by you) at your Franchised Business at the time of such default. Such payment and lien will be in addition to any other relief available under the Amended Franchise Agreement or at law or in equity; and (h) For all time, you irrevocably waive any claim or right for compensation by us or any of our affiliates that you may have for any services or products we provided to you under the Amended Franchise Agreement or otherwise in connection with MS Services; and for all time, you irrevocably waive any right for any refund from us or any of our affiliates for any fee you paid us under the Amended Franchise Agreement and for any services or products we provided to you under the Amended Franchise Agreement or otherwise; and (i) You must notify in writing each local, county, state, and federal government entity with which you do business or ever have done business of the termination of your right to a MicroSchool; and (j) we retain all amounts you have paid us, including the MicroSchool Initial Fee. You must pay us all our related Third Party Costs in connection with this Paragraph 21. You irrevocably appoint us or our nominee to be your attorney-in-fact coupled with an interest, and with power of substitution, to execute and file for you any relevant document to accomplish the acts contemplated in this Paragraph 21. We have the right to file an original counterpart or a copy of this Amendment and the Amended Franchise Agreement with any local, county, state, and federal government entity, and any court, agency, and person as written evidence of the appointment by you of us or our nominee to be your attorney-in-fact.

22. **Your additional obligation upon termination due to your default**. If this Amendment is terminated for any default by you, you must pay to us or our designee all related damages and Third Party Costs; and all Third Party Costs and any damages will be a lien in favor of us against the assets owned by you (including the personal property, furniture, fixtures, furnishings, equipment, signs, fixtures, and inventory owned by you) at your Franchised Business at the time of such default. Such payment and lien will be in addition to any other relief available under the Amended Franchise Agreement or at law or in equity.

23. **Survival of obligations**. Expiration or termination of this Amendment will not relieve you of any of your obligations to us existing at the time of such expiration or termination, or terminate your obligations that, by their nature, survive the expiration or termination of this Amendment. Expiration or termination of this Amendment will be without prejudice to our rights against you.

24. **Limitation of services or benefits.** You agree that, if you are delinquent in any payment to us required under the Amended Franchise Agreement or if you are in receipt of a notice of default issued under the Amended Franchise Agreement and have not cured within the time period required or permitted in such notice, then we have the right, in our sole and absolute discretion, temporarily or permanently, fully or partially, to limit, curtail, or remove the MicroSchool License, Syllabus, and any services or benefits provided or required or permitted to be provided to you under the Amendment. You agree we may reinstate at any time any services

or benefits removed, curtailed, refused, or limited under this Paragraph 24 in our sole and absolute discretion and you hereby agree to accept immediately any such reinstatement of them; and, if we reinstate any services or benefits, we have no obligation to provide you any service or benefit previously removed, curtailed, refused, or limited pursuant to this Paragraph 24. You agree that, if we limit any services or benefits under this Paragraph 24, you must continue to pay timely all fees and payments required under the Amended Franchise Agreement and any other agreement between you or any of your affiliates and us and any of our affiliates, including any fees associated with services or benefits we remove, curtail, refuse, or limit. You will have no right to a refund of any fees paid for such services or benefits. You agree to pay all our Third Party Costs we incur in connection with our exercise of any of our rights under this Paragraph 24. You acknowledge and agree that our exercise of our rights under this Paragraph 24 will not be deemed a constructive termination of this Amendment, the Franchise Agreement, or of any other agreement between you or any of your affiliates and us, and will not be deemed a breach by us of any provision of this Amendment, the Franchise Agreement, or of any provision of any other agreement between you or any of your affiliates and us or any of our affiliates. You agree to each of the following: (a) We will not be liable for any loss, expense, or damage you or the Franchised Business incur because of any action we take under this Paragraph 24; and (b) we are not obligated to reimburse or compensate you in any way for any service or benefit removed, curtailed, refused, or limited under this Paragraph 24; and (c) you must indemnify and hold harmless each Franchisor Entity from and against all claims, demands, losses, obligations, and damages of every kind and nature resulting or arising, directly or indirectly, from any action we take under this Paragraph 24. Nothing in this Paragraph 24 constitutes a waiver of any of our rights or remedies under this Amendment or at law or in equity or under any other agreement.

25. **Liquidated damages.** If this Amendment is terminated at any time due to your default hereunder, then you will promptly pay us a lump sum payment (as damages and not as a penalty) for breaching the Amendment in an amount equal to: (a) the sum of the Royalty percentage and the Advertising Fee percentage under the Franchise Agreement; (b) multiplied by the greater of (1) your average monthly MicroSchool Revenue during the 12-month period immediately preceding the date of termination or (2) $20,000; (c) multiplied by the lesser of 36 months or the number of months then remaining in the term of the Franchise Agreement. You acknowledge that a precise calculation of the full extent of the damages we will incur upon termination of this Amendment because of your default is difficult to determine and that this lump sum payment is reasonable in light of the damages we will incur for your premature termination of this Amendment. This lump sum payment will be in lieu of any damages we may incur as a result of your default of this Amendment, but it will be in addition to all other amounts you owe us, and other costs and expenses to which we are entitled, under the Amended Franchise Agreement, including the liquidated damages owed under the Franchise Agreement in the event the Franchise Agreement is also terminated. You agree to pay us all Third Party Costs we incur in connection with our collection of payment for such damages. Your payment of this lump sum will not affect in any way our right to obtain injunctive relief and remedies to enforce this Paragraph 25 and the covenants set forth in the Amended Franchise Agreement.

26. **Indemnification**. For all time during the term of this Amendment and after expiration or termination of this Amendment for any reason, you agree to indemnify and hold harmless the Franchisor Entities in the manner required under the Franchise Agreement from and against all claims, demands, obligations, debts, damages, assessments, violations, interest, causes of action, lawsuits, liens, liabilities, and damages of every kind and nature whatsoever arising in any manner, directly or indirectly, out of or in connection with or incidental to the operation of the MicroSchool, regardless of cause or any concurrent, superseding, or contributing fault, liability, or negligence of or by any of the Franchisor Entities. Your indemnification of us under this Paragraph 26 is deemed to include not only the specific liabilities or obligations with respect to which such indemnity is provided, but also all Third Party Costs and all costs and expenses of any judgement or settlement relating thereto, whether or not any such liability or obligation has been reduced to judgment. We will not indemnify or compensate you, and we will not be liable for any loss, expense, or damage you incur, in connection with any damage or expense you or others incur in connection with the MicroSchool.

27. **Your representations and warranties**. You represent and warrant to us each of the following: (a) You are duly organized, validly existing, and in good standing under the laws of your state. You have full power, right,

and authority to enter into, and perform your obligations under, this Amendment. Your execution, delivery, and performance of this Amendment has been duly and properly authorized in accordance with applicable law and your charter, certificate of incorporation, by-laws, partnership documents, and formation documents, as applicable. This Amendment constitutes your valid and binding obligation, enforceable against you in accordance with its terms. Your execution, delivery, and performance of this Amendment and the undertakings contemplated herein, do not and will not conflict with or result in, with or without the giving of notice or lapse of time or both, any violation of, or constitute a breach or default under, your charter, certificate of incorporation, by-laws, partnership documents, and formation documents or any resolution that has been or will be adopted by you, your owners, or your board of directors or governing board. Your execution of this Amendment does not violate any term of any other agreement or commitment to which you or any of your affiliates are a party or to which any of your owners or Guarantors are a party. Your execution of this Amendment does not violate any term of any stockholder, partnership, or member of any legal entity that is the Franchisee or of any amendment thereto; and (b) You carefully and thoroughly read and fully understand this Amendment and the Franchise Agreement in their entirety and you understand and agree with each and all of their terms; and you have had ample opportunity to ask us all questions about the Amendment, MS Services, and the Franchise Agreement, and we have answered each and all of these questions to your full and complete satisfaction. You have had full opportunity to consult with, and be advised by, counsel of your own choosing about this Amendment and the Franchise Agreement and the transaction governed by this Amendment; and (c) except as provided in this Amendment, we do not make, and you have not received from us or any of our affiliates or any of our or their employees or agents, any representation about MicroSchool, Syllabus, or any systems, curricula, technology, software, procedures, or processes that you will or may use in connection with the services to be provided under this Amendment; (d) You have not received from us or any of our affiliates or our or their employees or agents any written or oral statements, representations, or warranties inconsistent with, or contradictory to, anything in (1) the Amendment, (2) the Franchise Agreement, (3) any other agreement between you or any of your affiliates and us or any of our affiliates, and (4) any local, county, state, or federal government entity's law or regulation that is applicable to the services to be provided under this Amendment. We and our affiliates and our and their employees and agents have given you no oral or written statement, representation, or warranty, express or implied or quantitative or qualitative, as to the MicroSchool or MS Services or any actual or projected success, earnings, revenue, expense, profit, or cash flow you may derive from the MicroSchool; or in connection with any student performance or success; and (e) you are solely responsible for all losses, damages, penalties, and liabilities associated with the MicroSchool; and (f) You have thoroughly investigated all laws and regulations applicable to the MicroSchool; and (g) You agree we have the right, but not the obligation, to provide you with information about laws and regulations application to the MicroSchool; and such provision in no way lessens your obligation under this Paragraph 27, including your obligation to be knowledgeable of, and to comply fully and timely with, such laws and regulations; and (h) You agree that at all times you provide MS Services you will comply fully and timely at your sole expense with all local, county, state, and federal laws and regulations applicable to you, your operation of a MicroSchool, your provision of MS Service, your Premises, and your relationship with your students and employees. You agree it is your sole responsibility to investigate all such local, county, state, and federal laws and regulations as they may be changed, introduced, and revised from to time and to comply fully and timely with them at your sole expense; and (i) You represent we are, and continually during the term of the Franchise Agreement have been, in full compliance with the Franchise Agreement; and, as of the Amendment Date, you have no claim against us; and you represent you are in full compliance with the Franchise Agreement and owe us no past-due amount; and (j) Nothing in this Amendment may be construed as an offer to award or sell a franchise; and (k) You agree you are not obligated in any manner or under any oral or written agreement with us to enter into this Amendment; and we are not obligated in any manner or under any oral or written agreement to offer you this Amendment; and (l) nothing in this Amendment constitutes a waiver by us or any of our affiliates of any of our or their rights under the Franchise Agreement or under any agreement between you or any of your affiliates and us or any of our affiliates; and (m) You are entering into this Amendment voluntarily; and you make each and all of the representations in this Amendment of your own free will and volition and not under any economic, operational, or other threat, coercion, duress, or other cause brought or threatened by us or any other party.

28. **Our representations.** We make no representation or warranty of any kind about MicroSchools or about MS Services; or of any earnings, revenue, expense, profit, cash flow, or operational results you may obtain from any MicroSchool; or that we will develop, acquire, or license any item needed to provide or improve MS Services; or that we will improve MS Services. We make no representation or warranty of any kind about any results your students may obtain.

29. **FRANCHISOR WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY FOR THE SYLLABUS AND MS SYSTEMS.** WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER SUCH WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO ANY OF THE SYLLABUS AND WITH RESPECT TO ANY OF THE MS SYSTEMS. WE MAKE NO REPRESENTATION OR WARRANTY THAT THE SYLLABUS OR THE MS SYSTEMS WILL BE ERROR FREE OR FREE OF ANY PROBLEM OR EPROBLEM. THE SYLLABUS AND MS SYSTEMS ARE PROVIDED "AS IS." WITHOUT LIMITING THE FOREGOING, WE MAKE NO REPRESENTATION OR WARRANTY ABOUT THE SYLLABUS' OR THE MS SYSTEMS' CORRECTNESS, ACCURACY, RELIABILITY, OR CURRENTNESS; MAKE NO REPRESENTATION OR WARRANTY OF NON-INFRINGEMENT OR THAT THE SYLLABUS OR MS SYSTEMS OPERATION WILL BE UNINTERRUPTED OR ERROR FREE; AND MAKE NO REPRESENTATION OR WARRANTY THAT WE HAVE USED ANY OF THE SYLLABUS OR THE MS SYSTEMS; AND MAKE NO REPRESENTATION OR WARRANTY THAT WE WILL UPDATE THE SYLLABUS OR THE MS SYSTEMS, EVEN IF SUCH A CHANGE IS REQUIRED, OR THAT WE OR ANY THIRD PARTY WILL RENEW OR EXTEND ANY LICENSE NEEDED FOR THE SYLLABUS OR THE MS SYSTEMS. IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSSES OR EXPENSES, INCLUDING LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, OR LOSS OF GOODWILL RELATING TO YOUR USE OF THE SYLLABUS OR THE MS SYSTEMS, EVEN IF WE OR ANY THIRD PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES. IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGES CAUSED BY ANY DELAY IN FURNISHING, OR FAILURE TO FURNISH, THE SYLLABUS, THE MS SYSTEMS, OR ANY PORTION OF THE SYLLABUS OR ANY PORTION OF THE MS SYSTEMS FOR ANY REASON. OUR LIABILITY TO YOU FOR ALL DAMAGES OR MONETARY PAYMENTS OF ANY NATURE FOR ALL TIME UNDER THIS AMENDMENT, WHETHER IN CONTRACT, WARRANTY OR TORT (INCLUDING NEGLIGENCE), WILL IN NO EVENT EXCEED A TOTAL OF $100 IN AGGREGATE FOR ALL TIME. THE FOREGOING DESCRIBES YOUR SOLE, AND EXCLUSIVE REMEDY FOR DAMAGES OR MONETARY PAYMENTS AS DESCRIBED ABOVE. AS A CONDITION OF ANY PAYMENT WE MAKE TO YOU UNDER THIS PARAGRAPH 29, YOU MUST DELIVER TO US A RELEASE SIGNED BY YOU AND EACH OF YOUR OWNERS AND GUARANTORS, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW.

30. **Modification of Amendment**. Except for those permitted to be made unilaterally by us hereunder, no amendment, change, or variance from this Amendment will be binding on either you or us unless mutually agreed to by you and us and executed by your and our authorized officers or agents in writing. If, in our sole determination, there is a conflict between this Amendment, Brand Standards Manuals, or the Syllabus and any applicable local, county, state, or federal laws or regulations, then we have the right, but not the obligation, to reduce your rights or obligations under this Amendment, without your consent, effective immediately upon your receipt of written notice; and you must comply immediately at your sole cost with any so modified right and obligation, which will be fully enforceable under the terms of this Amendment. We may provide such notices in the manner described in the Franchise Agreement or by email to any Email Address we provide you.

31. **Business activity**. You acknowledge and agree that we and businesses operated by us and our affiliates and our and their licensees and franchisees (a) may use the Marks, System, Brand Standards Manual, and Syllabus in any manner (including in-person and online) at any time and from time to time at any location in the world, including within and outside the MS CoOp and within and outside the Exclusive Area; and (b) may market, advertise, and operate in-person and online MicroSchools and provide services that are the same as, similar to, or competitive with, MS Services at any location in the world, including within and outside the MS CoOp, providing, however, we will not operate an in-person MicroSchool within your Exclusive Area. You agree we may do the foregoing in this Paragraph 31 without any compensation to you. You acknowledge that such activity may negatively impact your success, revenue, and profit in connection with your operation of your Franchised Business or your MicroSchool. You agree you will make no claim, including any claim of

encroachment or loss of business or damage due to any activity under this Paragraph 31. This Paragraph 31 will survive the expiration or termination of this Amendment for any reason.

32. **Our retained rights.** We reserve absolutely all rights not expressly granted to you in the Amended Franchise Agreement. You acknowledge and agree that we and our affiliates and our and their franchisees and licensees will at all times and at all locations in the world, including within and outside the Exclusive Area and within and outside the MS CoOp, have the right to (a) use, market, sell, provide, and distribute, (b) license and contract with others to use, market, sell and distribute, and (c) use any website (including our Websites) and any Networking Media Site (including our Networking Media Sites) to use, market, sell, provide, and distribute MS Services using the Marks or other trademarks or service marks in any manner to any person, organization, public or private entity, or any local, county, state, or federal government entity, through any channel of distribution, including through any computer service, text, email, the Internet, or any computer, tablet, mobile device, phone, television, or other electronic device; online retailers; bookstores or any other retail outlets; direct marketing sales, mail order; or guidance centers. You acknowledge and agree that the retained rights in this Paragraph 32 do not authorize you to market in any manner at any time outside your MS CoOp's geographic area, but, instead, only define our rights and the rights of others. This Paragraph 32 will survive the expiration or termination of this Amendment for any reason.

33. **Notices.** Unless otherwise specifically provided in this Amendment, all notices to us and you during the term of this Amendment and afterwards must be in writing and must be sent to the other Party by registered or certified mail, postage fully prepaid, return receipt requested, or sent by other means that affords the sender evidence of delivery, attempted delivery, or rejected delivery, addressed to such Party's address for notices as identified in the Franchise Agreement, or at any other address that we or you designate in writing; provided, however, except as provided herein, no notices may be sent hereunder by text, email, or by telefax and you may not designate any address that is a post office box. You must send all notices to us using the English language. We have the right to send all notices to you using the English language. Notices will be deemed delivered and received on the earliest of actual receipt; 5 business days after placement in the U.S. mail; or one business day after mailing, if placed in the U.S. mail or a courier service for next business day delivery.

34. **Miscellaneous.** Each article, paragraph, subparagraph, term, condition, and covenant of this Amendment and all portions of them are considered severable. If, for any reason, any provision of this Amendment or any portion of any provision of this Amendment is or is determined to be unconscionable or unenforceable or invalid, contrary to, or in conflict with, any applicable law, rule, or regulation in a final unappealed ruling issued by any court or agency with valid jurisdiction in an action or proceeding to which we are a party, that ruling will not impair the operation of, or have any other effect upon, any other portion of this Amendment, all of which will remain binding on you and us and will continue to be given full force and effect. Any invalid portion will be deemed not to be a part of this Amendment as of the date on which the ruling becomes final, if you are a party to this action or proceeding, or on your receipt of notice of non-enforcement from us. You agree to be bound by any promise or covenant imposing the maximum duty permitted by law that is subsumed within the terms of any provision hereof, as though it were separately articulated in, and made a part of, this Amendment, that may result from striking from any of the provisions hereof any portion or portions that a court or agency having valid jurisdiction may hold to be unreasonable and unenforceable in an unappealed final decision to which we are a party, or from reducing the scope of any promise or covenant to the extent required to comply with such court or agency order. You waive for all time the right to claim that the number of pages in this Amendment or the Franchise Agreement is a defense in any claim we may have against you or any of your affiliates. Any provision or covenant in this Amendment that expressly or by its nature imposes obligations beyond the expiration or termination of this Amendment (regardless of cause for termination), will survive such expiration or termination. Article, paragraph, and subparagraph captions are for convenience only and are not part of this Amendment and do not define, limit, or construe their contents. The language in all parts of this Amendment will be construed simply according to its fair and plain meaning and not strictly for or against you or us. If any provision of this Amendment is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision will have the meaning that renders it valid. Words of any gender will include masculine, feminine, and neuter usages and, where the context requires, words in the singular or plural will include the

other. The word “data” includes data in all formats, including electronic and non-electronic formats. The word “day” means a calendar day. The word “or” is not exclusive. The words “herein”, “hereof”, “hereby”, “hereto”, and “hereunder” refer to the Amendment as a whole and not to any particular section or paragraph thereof. The words “include,” “includes,” and “including” are deemed to be followed by the words “without limitation”. All references to “dollars” and “$” refer to the legal currency of the United States. All references to laws and regulations refer to present and future laws and regulations. All references to HLCs, franchisees, licensees, affiliates, and third parties refer to present and future HLCs, franchisees, licensees, affiliates, and third parties. This Amendment may be executed in counterparts, each of which will be deemed an original and all of which, when taken together, shall constitute one and the same agreement. This document may be exchanged electronically (by facsimile, email or other means of electronic transmission) and may be signed electronically using a commercially acceptable and verifiable electronic signature tool, such as DocuSign.

35. **Guaranty.** In consideration of our agreement to execute this Amendment, which provides you with a MicroSchool License, and for other good and valuable consideration, the undersigned Owners do individually, jointly, and severally hereby become surety and guaranty for the payment of all amounts and the performance of all of the provisions, covenants, and conditions of this Amendment to be paid, kept and performed by you. The undersigned Owners, individually, jointly, and severally, hereby agree to be personally bound and obligated by each and every provision, covenant, and condition contained in the Amended Franchise Agreement. If you should at any time default on any payment due under the Amended Franchise Agreement, then the undersigned Owners do hereby, individually, jointly, and severally, promise to pay us all monies due and payable to us under the provisions, covenants, and conditions of the Amended Franchise Agreement. This Guaranty shall survive the termination or expiration of this Amendment and the Franchise Agreement.

36. **Entire agreement.** The Amended Franchise Agreement constitutes the entire agreement between you and us with reference to its subject matter. The Amended Franchise Agreement supersedes all prior and contemporaneous negotiations, understandings, representations, and agreements, oral or written, about the Amended Franchise Agreement’s subject matter. Our obligations to you are confined exclusively to the Amended Franchise Agreement. Any right granted to you by us as to the subject matter hereof is described solely in, and limited to, the Amended Franchise Agreement.

ACCEPTANCE AND AGREEMENT

I AGREE TO EACH OF THE FOLLOWING: I HAVE CAREFULLY AND THOROUGHLY READ THIS AMENDMENT FULLY AND IN ITS ENTIRETY. I UNDERSTAND FULLY THIS ENTIRE AMENDMENT IN ITS ENTIRETY. I UNDERSTAND AND AGREE THAT THIS AMENDMENT CONSTITUTES THE ENTIRE, FULL, AND COMPLETE AGREEMENT BETWEEN ME AND THE FRANCHISOR WITH REFERENCE TO ITS SUBJECT MATTER. I AGREE THAT I AM ENTERING INTO THIS AMENDMENT SOLELY AS A RESULT OF MY INDEPENDENT INVESTIGATION AND NOT AS A RESULT OF ANY ORAL OR WRITTEN REPRESENTATION, GUARANTEE, WARRANTY, INDUCEMENT, OR FINANCIAL OR OPERATIONAL PERFORMANCE REPRESENTATION BY THE FRANCHISOR OR ANY INDIVIDUAL OR ENTITY AFFILIATED WITH THE FRANCHISOR THAT IS CONTRARY TO, OR AT VARIANCE WITH, ANY TERM OF THIS AMENDMENT. I AGREE THERE ARE NO REPRESENTATIONS, INDUCEMENTS, PROMISES, OR AGREEMENTS, ORAL OR OTHERWISE, BETWEEN ME AND THE FRANCHISOR NOT EMBODIED IN THIS AMENDMENT THAT ARE OF ANY FORCE OR EFFECT WITH REFERENCE TO THIS AMENDMENT OR OTHERWISE. I HAVE HAD FULL AND ADEQUATE OPPORTUNITY TO CONSULT WITH, AND BE ADVISED BY, COUNSEL OF MY OWN CHOOSING ABOUT THIS AMENDMENT AND THE TRANSACTION GOVERNED BY THIS AMENDMENT. I FREELY AND WITHOUT DURESS ACCEPT AND AGREE TO BE BOUND BY, AND TO PERFORM ACCORDING TO, THIS AMENDMENT AND EACH AND ALL OF ITS TERMS, WITHOUT RESERVATION.

IN WITNESS WHEREOF, you and the Franchisor have executed this AMENDMENT on the above Amendment Date.

For the Franchisor, Huntington Learning Centers, Inc.

Raymond J. Huntington		Co-Chair
Name	Signature	Title

For the Franchisee *(This is executed by all individuals who comprise the Franchisee and have the right to bind the Franchisee. Such an individual is an officer of the corporation, if the Franchisee is a corporation; or a partner or member, if the Franchisee is a partnership or limited liability company.)*

Name of Franchisee *(Enter the same name that appears in Table 1 of this Amendment)*:	

Name	Signature	Title
Name	Signature	Title
Name	Signature	Title
Name	Signature	Title

For the Owners *(This is executed by all Owners. (An Owner is any owner of any interest, directly or indirectly, in the Franchisee.)*

Name	Signature
Name	Signature
Name	Signature
Name	Signature

Exhibit A, General Release

EXHIBIT E

TO THE HUNTINGTON LEARNING CENTERS, INC. FRANCHISE DISCLOSURE DOCUMENT

START-UP PACKAGE

This exhibit contains the following Purchase Orders	
Exhibit	**Purchase order**
E1	Marketing Start-up Package
E2	IT Start-up Package
E3	Educational Start-up Package

Prices may vary due to applicable state sales tax.

EXHIBIT E1

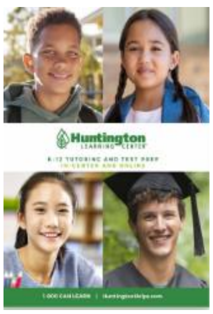
TO THE HUNTINGTON LEARNING CENTERS, INC. FRANCHISE DISCLOSURE DOCUMENT

START-UP PACKAGE

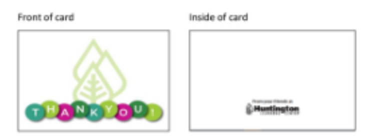
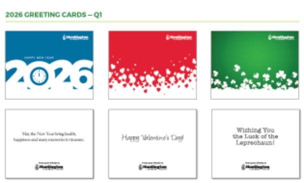
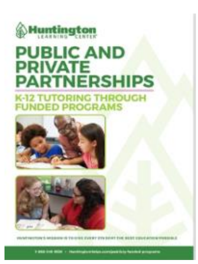
Marketing Materials Start-up Package Purchase Order

(pricing is valid for 30 days from date of receipt.)

This purchase order lists marketing material and support for your initial marketing efforts. You may need additional materials. All materials have the 1-800-CAN LEARN phone number. Customers calling 1-800 CAN LEARN can select the center nearest them. During training we will show you how to order additional marketing material and supplies. **You must submit this form to the Contracts department with your signed Franchise Agreement.**

	Marketing Item	Item Description	HLC Code	# of Pieces	Cost:
	School Visit Folder	Includes overview about Huntington. Use on school visits	HLC4333	100	$348.00
	Trifold Brochure	Provides Tutoring & Exam Prep program overview. Use on school and merchant visits	HLC4621a	100	$51.00
	Candy Apple Jar	Use on school visits; should be refilled with candy	HLC4402	45	$86.25
	Huntington News For Educators	Use on school and merchant visits	Most Recent	50	$60.46
	Huntington News For Parents	Use on school and merchant visits	Most Recent	50	$60.46

	Marketing Item	Item Description	HLC Code	# of Pieces	Cost:
					
	Student Savings Card Save $100	Use on school and merchant visits	HLC3357	100	$24.00
	Pen, Green with White Logo	Use on school and merchant visits	HLC1169	300	$189.00
	Business card	Use on school and merchant visits	HLC4357a	250	$30.00
	Ground sign	Use for ground marketing efforts	HLC3400a	75	$570.00
	Table Cloth	Use for event marketing and sidewalk marketing.	HLC970	1	$155.30
	Enter-to-Win Flyer Canva Template	Use to capture names and contact information at events and during sidewalk marketing.		-	No Charge
	Text 4000 College Scholarship Sweepstakes Flyer	A community outreach program that can generate inquiries by offering a $4,000 scholarship to high school students.	HLC5126	100	$30.00

	Marketing Item	Item Description	HLC Code	# of Pieces	Cost:
					
	General Flyer	Use as a handout for various events	HLC4305	100	$30.00
	Thankyou Cards	5.5"x4.25" Huntington branded Thankyou cards with envelope.	HLC4424	60	$47
	HLC-branded greeting cards (seasonal)	3 different months with 20 cards per month. The greeting cards are 5.5" x 4.25", non-customizable, Huntington branded greeting cards.		60	$52.50
	Keys to Success Staff Card	Hand out to staff to show your appreciation.		50	$81.00
	School community partnership folder	Detailed information on our publicly funded K-12 tutoring and test prep services.	HLC4764	50	$120.00
	Subtotal:				$1934.97
	Tax, Shipping & Handing:				$312.17
	Total:				$2247.14

<u>You must complete this form and submit with your signed Franchise Agreement</u>. All material comes with the 1-800 CAN LEARN phone number. Materials will be delivered 2-3 weeks from the lease execution date for your center. We can ship to the center address or to your home address. The marketing material will arrive in approximately four separate shipments. If you have any questions, please submit a marketing help desk ticket.

Center Code	
Print name	
Signature	
Date of order	
Estimated center opening date	
Ship to address Typically, this is your home.	
Payment Information	Name on Card:
	Card Number:
	Expiration Date:

For corporate use only

	Ordered	Shipped	Invoiced
M			
V			
K			

As you continue to market your center, you will, from time to time, need to replenish your marketing supplies. All of the items above, and many other items that you will use to market your center can be found on our Marketing Portal, e

EXHIBIT E2

TO THE HUNTINGTON LEARNING CENTERS, INC. FRANCHISE DISCLOSURE DOCUMENT

START-UP PACKAGE

IT Start-up Package

These specifications and prices are good through December 31, 2026.

Technology Item	**Quantity**	**Price Each**	**Price**
PC - Dell Pro Micro or better	1	$1,074	$1,074
Monitor – 20” LED Widescreen or better	1	123	123
Laptop - Dell Latitude or better	1	1,646	1,646
Firewall – unlimited user, multi-zone security	1	2,505	2,505
Wireless Access Point (WAP) with power over Ethernet injector	1	153	153
Power Over Ethernet (PoE) Injector for WAP	1	47	47
Battery backup - APC UPS or better	2	135	270
Network cables - Cat5E, 10' length	4	27	110
Network cable - Cat5E, 75’ length	1	34	34
HP multifunction printer/scanner/copier/fax	1	851	851
HP printer toner cartridge for multifunction - black	1	103	103
HP printer toner cartridge for multifunction – yellow	1	121	121
HP printer toner cartridge for multifunction – magenta	1	121	121
HP printer toner cartridge for multifunction – cyan	1	121	121
HP LaserJet high speed printer or better	1	418	418
HP printer toner cartridge for LaserJet	1	183	183
Printer cable - USB, 10' length	1	4	4
Tablet mobile device – Samsung Galaxy Tab or better	2	295	589
Extra-long tablet power adapter	1	24	24
Tablet enclosure and security cable	1	94	94
Table Counter Stand	1	205	205
Chromebooks – HP 14” or better	5	426	2,131
Virus Protection – Bitdefender (1 Year Subscription)	1	42	42
Mobile-devices secure-storage and charging station	1	618	618
Subtotal			11,587
Setup labor hours – software installation, configuration, testing	16	98	1,562
Shipping – Supplier to your center	1	477	477
Shipping – Supplier - to Oradell - and then to you	1	270	270
Total			**$13,896**

Delivery of the above is executed as follows:

1. The laptop is delivered to the address you specify below prior to initial training.
2. The mobile devices charging station is delivered to your center shortly after center opening.
3. The remainder of the above is delivered to the address you specify below approximately two months before your anticipated center opening date.

I have read this purchase order, understand and accept its contents, delivery locations, and related timing, and hereby purchase the Huntington IT Startup Package.	
Print name	
Signature	
Date of order	
Estimated center opening date	
Ship to address for all items, except for the tablet and charging station. Typically, this is your home.	

EXHIBIT E3

TO THE HUNTINGTON LEARNING CENTERS, INC. FRANCHISE DISCLOSURE DOCUMENT

START-UP PACKAGE

Educational Start-up Package

Educational Start-up Package	
These specifications and prices are good through December 31, 2026.	
Academic Evaluation and administrative materials	
Item	**Description**
One student testing binder	Contains the non-consumable items the test administrator presents to the student. Assembled into a 3-ring binder with sheet protectors, labels, and divider tabs.
One administrator answer key	Contains the various answer key items the test administrator uses. Assembled into a 3-ring binder with sheet protectors.
34 student testing folders	Two labeled manila folders per grade (K.0-12.9). Each folder contains the consumable items the student uses during test administration.
53 reserve test supply folders	One labeled manila folder per test
Huntington Math pre- and post-tests	143 math pre-tests, 143 math post-tests, 2 copies of each, preassembled in individually labeled manila folders.
Huntington Writing Reviews	3 writing reviews, 3 copies of each, preassembled in individually labeled manila folders.
Huntington Writing Prompts binder	3-ring binder containing all writing prompts to be used during instruction of the Huntington Writing Program.
Huntington Study Skills Reviews	4 study skills reviews, 3 copies of each, preassembled in individually labeled manila folders.
Curriculum Answer Sheets	13 curriculum answer sheets, 5 copies of each, preassembled in individually labeled manila folders.
Operational and Tutoring forms	Huntington forms, preassembled in individually labeled manila folders, to be used for center operations.
Staffing forms	Huntington forms, preassembled in individually labeled manila folders, to be used, at your option, for center staff.
Test Prep materials	
Item	**Description**
8 Huntington ACT & SAT student workbooks	Two of each Huntington ACT & SAT student workbooks (ACT Math/Science, ACT English/Reading, SAT Math, SAT Reading & Writing).
Huntington branded folders	Ten Huntington branded folders to be used for parent documents after the initial conference, school visits, and other marketing events.

ACT essay prompts, ACT Writing sample booklet	1 - Labeled manila folder containing 5 Huntington ACT essay prompts; 1 - Laminated ACT Writing Sample Booklet with sample scoring for the ACT essay prompt
Retail books	2 - *The Official ACT Prep Guide*; 2- *McGraw Hill ACT*
Additional supplies	1 - Scientific calculator 1 - Timer 4 - Huntington drawstring bags
	Total price: $3,064

The total price includes all of the above materials, NJ tax, ordering, assembly, shipping of materials to be packaged together, and shipping of the assembled materials to you.

We deliver the above items to the address you specify below within a few months before your anticipated center opening date.

I have read this purchase order, understand and accept its contents, delivery locations, and related timing, and hereby purchase the Huntington Tutoring Start-up Package.	
Print name	
Signature	
Date of order	
Estimated center opening date	
Ship-to address for all items.	

EXHIBIT F

TO THE HUNTINGTON LEARNING CENTERS, INC. FRANCHISE DISCLOSURE DOCUMENT

OTHER DOCUMENTS

This exhibit contains the following document	
Exhibit	**Document**
F1	Huntington Manual table of contents

EXHIBIT F1

TO THE HUNTINGTON LEARNING CENTERS, INC. FRANCHISE DISCLOSURE DOCUMENT

OTHER DOCUMENTS

Huntington Manual table of contents

The Huntington Manuals consist of the Brand Standards Manual, Call Center Standards and Conference Service Standards (which support Coaching and Virtual Conferencing).

Brand Standards Manual

Volume 1, Administration and Finance

Volume 2, Instructional Procedures for Mandatory LC, EP, and ST Programs

Call Center Standards

Conference Services Standards

EXHIBIT G

TO THE HUNTINGTON LEARNING CENTERS, INC. FRANCHISE DISCLOSURE DOCUMENT

FRANCHISED AND COMPANY-OWNED CENTERS OPERATING AS OF DECEMBER 31, 2023

This Exhibit G contains the following lists	
Exhibit	**Document**
G1	Franchised and Company-Owned Centers open as of December 31, 2025
G2	Franchised Centers with signed franchise agreements, but not open as of December 31, 2025
G3	Company-Owned Centers owned or operated by Franchisor affiliate
G4	Former Franchise Centers

EXHIBIT G1

TO THE HUNTINGTON LEARNING CENTERS, INC. FRANCHISE DISCLOSURE DOCUMENT

LISTS OF FRANCHISED AND COMPANY-OWNED CENTERS OPERATING AS OF DECEMBER 31, 2025

Franchised Centers open

State	Franchise center
AL	John & Elizabeth Dotson, Cap and Gown, Inc. Daphne AL, September 29, 2006, DQ0, Huntington Learning Center, 6880 US Highway 90, Jubilee Square Shopping Center Daphne, AL 36526, 251-621-1055
AL	Beth & John Dotson, Wabi-Sabi LLC, Montgomery AL, August 17, 2023, DQ1, Huntington Learning Center, 3251 Malcolm Drive Montgomery, AL, 36116, 334-277-1108
AL	Zachary & Ann Kaye, North Alabama Learning, Madison AL, December 28, 2023, K46, Huntington Learning Center, 8075 Madison Blvd., Suite 105, Madison, AL 35758, 256-696-5106
AR	Bryan & Rebecca Redditt, Bryan and Becca LLC, Little Rock AR, August 05, 2010, RT1, Huntington Learning Center, 11525 Cantrell Rd, Suite 603, Little Rock, AR 72212, 501-223-2626
AR	John & Ashly Crawford, Bright Star Learning LLC, Russellville AR, June 17, 2024, C46, Huntington Learning Center, 411 N. Elmira Ave., Suite 4, Russellville AR 72801, 479-449-4500
AZ	J. Frank Pyles, JFP Ventures, Inc., Scottsdale AZ, October 29, 2021, P36, Huntington Learning Center, 7609 E. Pinnacle Peak Road, Suite C-3, Scottsdale, AZ 85255, 480-746-6401
CA	Gary Bahl, Bahl Edu Enterprises, San Mateo CA, September 12, 2013, YF0, Huntington Learning Center, 4220 Olympic Ave., San Mateo, CA 94403, 650-315-2075
CA	Carl Hadigian, Karlskrona, LLC Folsom CA, June 02, 2017, H82, Huntington Learning Center 2690 East Bidwell Street Suite 800 Folsom, CA 95630, 916-984-6161
CA	Li King Yee & Yintze Chang, Learnbotix LLC, Y24, Cupertino CA, June 16, 2023, Y24, Huntington Learning Center 10564 S. De Anza Blvd, Cupertino, CA 9501 408-475-5338
CA	Tony Kam & Bonnie Tam, KFF Education LLC, Elk Grove CA, July 09, 2019, K43, Huntington Learning Center 9105 Bruceville Road, Suite 4A Elk Grove, CA 95758 916-585-3823
CA	Adam & Krista Selhorst, AXS Leadership Capital LLC, Del Mar CA, June 16, 2025, S29, Huntington Learning Center 2652 Del Mar Heights Road, Del Mar, CA 92014, 858-433-6621
CA	Greg Kulander, Kulander Enterprises LLC, Encino CA, March 01, 2019, UY2, Huntington Learning Center, 17200 Ventura Blvd., Encino Town Center Mall, Ste. 214, Encino, CA 91316, 818-907-3456
CA	Elizabeth Valenzuela, E&V Education LLC, Rancho Cucamonga CA, December 3, 202, V26, Huntington Learning Center, 11328 Kenyon Way, Suite B, Rancho Cucamonga, CA 91701, 909-584-5568
CA	Deanna Tang, CC & Dune LLC, Laguna Niguel CA, October 28, 2024, T37, Huntington Learning Center, 27981 Greenfield Drive, Unit C, Laguna Niguel, CA 92677, 949-328-1151

State	Franchise center
CA	William (Don) Mills, Acarya Corporation, Pasadena CA, February 15, 2007, IM0, Huntington Learning Center, 1832 E. Washington Blvd., Pasadena, CA 91104, 626-798-5909
CA	Arpita Sarkar & Niladri Mojumder, NEW HORIZONS INSPIR-ED LLC, San Diego/Carmel Mountain CA, March 27, 2025, S28, Huntington Learning Center, 10195 Rancho Carmel Drive, Suite C-200, San Diego, CA 92128, 858-433-6180
CA	Deborah Nason & David Layfer, D & J Education, Inc., Citrus Heights CA, May 07, 2015, IU0, Huntington Learning Center, 5739 Sunrise Blvd., Citrus Heights, CA 95610, 916-728-2981
CA	Andrew & Ellen Brown, OBAH Education LLC, Roseville/Rocklin CA, July 10, 2024, B27, Huntington Learning Center, 731 Pleasant Grove Blvd., Suite 150 Roseville, CA 95678, 916-782-7979
CA	Aleta Pallios, Turlock CA, August 04, 1999, AD0, Huntington Learning Center, 2080 E. Canal Drive Turlock, CA 95380, 209-632-8829
CA	Mona Sethi, Open Angle, Inc., Pleasanton CA, S72, April 19, 2017, Huntington Learning Center, 4855 Hopyard Road, Gateway Square, Ste. C, Pleasanton, CA 94588, 925-463-8800
CA	Matt Winslow & Maryann Winslow, Patient Guidance LLC, Lodi CA, W24, Huntington Learning Center, 363 South Lower Sacramento Road, Lodi, CA 95242, 209-333-8989
CA	Irum Zaidi, Alliance Education Specialists, San Ramon Valley CA, October 03, 2017, Z33, Huntington Learning Center, 3490 Camino Tassajara Road, Danville, CA 94506, 925-854-2935
CO	Florian & Lenie De Castro, De Castro Consolidated, Inc. Colorado Springs, CO February 21, 2017, D42 Huntington Learning Center 1430 Kelly Johnson Blvd Colorado Springs, CO 80920 719-239-7073
CO	Chuck Klijewski, A Higher Ed FTC, LLC Fort Collins, CO, October 24, 2013, VF0 Huntington Learning Center 140 East Boardwalk Suite P, Fort Collins, CO 80525 970-225-1028
CO	Melissa Moynihan-Nash, College Bound, Inc. Broomfield, CO June 20, 2006, AQ0 Huntington Learning Center 5127 West 120th Avenue, Broomfield, CO 80020 303-404-0645
CT	Pasquale Cirone, Arkham Ventures and Consulting, Inc. Simsbury, CT January 24, 2019, C82 Huntington Learning Center 530 Bushy Hill Road, Simsbury, CT 06070 860-408-1686
CT	Brian & Krisztina Rivel, KB Teaches LLC, Westport CT, April 7, 2022, R84, Huntington Learning Center, 272 Post Road East Westport, CT 06880, 203-590-5958
DE	Prakash Konkimalla, KVR Associates LLC, Newark DE, December 22, 2021, K38, Huntington Learning Center, 700 Capitol Trail, Unit 34, Newark, DE 19711, 302-737-1150
DE	Candise & Dale Schmidling, American Academic Connections, LLC, Wilmington, DE September 29, 2017, S82 Huntington Learning Center, 3615 Silverside Road Wilmington, DE 19810, 302-478-4343
FL	Aziz Kabani, Showtime Education Inc., Pembroke Pines FL, May 26, 2023, K34, Huntington Learning Center, 10044 Pines Boulevard, Pembroke Pines, FL 33024, 954-436-3319
FL	Sharon & Scott Bergin, S&S Educational Enterprises Inc., Winter Park FL, September 30, 1994, SB0, Huntington Learning Center, 4864 New Broad Street Orlando, FL 32814, 407-875-2300
FL	Rohit Patel, Pramukh Academy LLC, Lake Mary FL, June 26, 2025, P43, Huntington Learning Center, 1907 West State Road 434, Longwood, FL 32750, 407-265-9360
FL	Veronica, Sarah & David Castro, Castro Associates LLC, South Tampa FL, October 22, 2018, C72, Huntington Learning Center, 1726 S Dale Mabry Hwy, Tampa, FL 33629, 813-553-3280
FL	Mary Teresa Davis, The Education Connection Inc., Palm Harbor FL, May 01, 2001, MY0, Huntington Learning Center, 33231 US Hwy. 19 North, Suite C1/C2, Palm Harbor, FL 34684, 727-784-1114
FL	Todd Riggs & Jennifer Lovitt Riggs, Athena Learning Systems LLC, Lake Nona FL, December 11, 2023, R34, Huntington Learning Center, 13848 Narcoossee Road, Unit 106, Orlando, FL 32832, 407-730-7844
FL	Janet Gonzalez & Christopher Gonzalez, Step by Step II Inc., Jacksonville Beach FL, February 18, 2010, GZ1, Huntington Learning Center, 13170 Atlantic Blvd., Suite 54, Jacksonville, FL 32225, 904-220-9000
FL	Andrea Garcia-Vivot & Jorge Orozco, Garvit Enterprises LLC, Pembroke West FL, September 01, 2024, G37,

State	Franchise center
	Huntington Learning Center, 18277 Pines Boulevard, Pembroke Pines, FL 33029, 954-431-4971
FL	Robert Harms, RH2 Education Solutions LLC, Plantation FL, January 15, 2010, XH1, Huntington Learning Center, 10125 Cleary Boulevard, Plantation Promenade, Plantation, FL 33324, 954-474-4189
FL	Bhakti Karkare & Saurabh Deshmukh, Loop Growth LLC, St. Augustine FL, October 1, 2025, K49, Huntington Learning Center, 701 Market St., Suite 107A, St. Augustine FL 32095, 904-436-5072
FL	Kevin Hickling & Maria Silva Hickling, H & S Educational Success LLC, Lutz/Odessa FL, December 29, 2021, H23, Huntington Learning Center, 17724 Hunting Bow Circle, Suite 101, Lutz, FL 33558, 727-474-1820
FL	Kevin Hickling & Maria Silva Hickling, H & S Educational Success LLC, Fishhawk FL, June 13, 2023, H26, Huntington Learning Center, 16301 Fishhawk Blvd., Lithia FL 33547, 813-681-3385
FL	Kira, William, & Cheryl Forster, Life of Learning KNF LLC, Fleming Island FL, August 15, 2025, F36, Huntington Learning Center, 1960 E. West Parkway, Suite 106, Fleming Island, FL 32003, 904-541-4263
FL	Sandra Iza, Savilia Education Services LLC, Coral Springs FL, March 29, 2019, IZ1, Huntington Learning Center, 5671 Coral Ridge Drive, Coral Springs, FL 33076, 954-417-4600
FL	Sandra Iza, Savilia Enterprises LLC, Doral FL, October 31, 2006, IZ0, Huntington Learning Center, 10710 N.W. 74th Street Doral, FL 33178, 305-552-1110
FL	Ashley Russell, Alex Russell, Sandra Mayer, Robert Mayer, North Florida Leaders LLC, St. Johns FL, July 22, 2024, RM2, Huntington Learning Center, 2245-101 Country Road 210 West, St. Johns, FL 32259, 904-460-2493
FL	Aziz Kabani, Primetime Education Inc., Winter Garden FL, August 25, 2021, K36, Huntington Learning Center, 3337 Daniels Road, Suite 210, Winter Garden, FL 34787, 407-284-1960
FL	Aziz Kabani ARK Education, Inc. Dr. Phillips, FL, October 28, 2015, K20 Huntington Learning Center 7571 W. Sand Lake Road, Orlando, FL 32819 407-522-4477
FL	Ashley Russell, Alex Russell, Sandra Mayer, Robert Mayer, North Florida Leaders LLC, Mandarin, FL, RM1, August 2, 2023, Huntington Learning Center, 12276 San Jose Blvd., Suite 701, Jacksonville, FL 32223, 904-886-0600
FL	Brandon & Violet Kyong, VEBB Education Inc., Gainesville FL, February 26, 2019, K45, Huntington Learning Center, 3822 W. Newberry Road, Suite A, Gainesville, FL 32607, 352-448-6888
FL	Marilena O'Neill & Steven Goodman, Academic Support of Fort Lauderdale LLC, Fort Lauderdale, FL, January 2, 2025, ON2, Huntington Learning Center, 5200 Federal Highway, Suite 3, Fort Lauderdale, FL 33308, 954-533-6308
FL	Diane Rottensteiner, International Sales Corp., North Tampa FL, March 12, 2009, XR0 Huntington Learning Center, 13911 North Dale Mabry Highway, Suite 101, Tampa, FL 33618, 813-265-1993
FL	Evangeline & Pierre Desrosiers, NATEUSALE LLC, Clermont FL, March 29, 2024, D26, Huntington Learning Center, 3150 Citrus Tower Blvd., Clermont, FL 34711, 352-432-5954
FL	Carol Sherron & Kristi Anderson, KMMCK Education Link Inc., Lakeland South FL, March 30, 2006, JX0, Huntington Learning Center, 6655 South Florida Avenue, Shoppes of Christina, Lakeland, FL 33813, 863-701-9200
FL	Marilyn Toscano, Toscano Enterprises, Inc., Boca Raton FL, September 25, 2001, TC0, Huntington Learning Center, 8192 West Glades Road, Lakeside Centre, Boca Raton, FL 33433, 561-477-3066
FL	Marilyn Toscano, Toscano Enterprises, Inc., Boynton Beach FL, September 25, 2001, TC1, Huntington Learning Center, 1313 West Boynton Beach Blvd, R-13, Boynton Beach, FL 33426, 561-742-5968
FL	Wey Wey Wong & Guo Xun Huang, St. Cloud FL, May 29, 2019, W35, Huntington Learning Center, 4554 13th Street, Unit A-2, St. Cloud, FL 34769, 407-789-0228
FL	Timothy Kevan Wright, Timothy Kevan Wright LLCMiami FL, June 03, 2021, W25, Huntington Learning Center, 11050 North Kendall Drive, Miami, FL 33176, 305-598-0686
FL	Timothy Kevan Wright, TKW Education LLC, Aventura FL, November 16, 2022, W26, Huntington Learning Center, 19072NE 29th Aventura, FL 33180, 305-792-2536
FL	Shruti & Sudhir Kulkarni, Quantum Quest LLC, Melbourne FL, April 2, 2025, K48, Huntington Learning Center, 6300 N. Wickham Road, Suite 125, Melbourne, FL 32940, 321-757-0379

State	Franchise center
GA	Bill Boersma & Shelly Howell, HB Educational Support LLC, Decatur GA, October 09, 2017, B72, Huntington Learning Center, 335 West Ponce de Leon, Suite 103 (Suite E), Decatur, GA 30030, 678-786-7441
GA	Howard Brothers & Xuewen Gregg, HLC of Johns Creek Inc., Johns Creek GA, March 19, 2019, B35 , Huntington Learning Center, 10305 Medlock Bridge Road, Suite A8, Johns Creek, GA 30097, 678-722-5112
GA	Urtijaben Desai & Tejas Naik, Shiv Shakti Gurukul LLC, Woodstock GA, November 1, 2023, D34, Huntington Learning Center, 6244 Old Highway 5, Woodstock, GA 30188, 678-445-4746
GA	Francesc Fabregas & Monstserrat Gella, Fabregasgella LLC, East Cobb GA, July 14, 2015, UO0, Huntington Learning Center, 4381 Roswell Road, Suite 240, Marietta, GA 30062, 770-977-2800
GA	Kumar Moorthy & Sudha Moorthy, Moorthys Services LLC, Suwanee GA, November 16, 2017, M23, Huntington Learning Center, 1039 Peachtree Industrial Blvd., Suite A-110, Suwanee, GA 30024, 678-845-6460
GA	Andy & Brandi Parker, Imagine 320 LLC, Peachtree City GA, March 25, 2014, IV0, Huntington Learning Center, 2822 Highway 54 West, Peachtree City, GA 30269, 770-632-7336
GA	Sandeep Patel, Anantaya LLC, Cumming GA, September 25, 2020, P45, Huntington Learning Center, 5485 Bethelview Road, Suite 340, Cumming, GA 30040, 770-292-8995
GA	Wanda & Leland Roane Roane Achievement Enterprises, LLC Dunwoody, GA July 11, 2017, R52, Huntington Learning Center, 5500-5A Chamblee Dunwoody Road Dunwoody, GA 30338 770-394-2650
GA	Sandeep Patel, AKAS LLC, Alpharetta GA, June 30, 2023, P46, Huntington Learning Center, 12850 Highway 9 North, Suite 2100, Alpharetta, GA 30004, 678-240-9221
GA	Rageshree & Dakshesh Patel, Guru Learning Center LLC, Buford GA, May 30, 2025, P44, Huntington Learning Center, 2590 Hamilton Mill Road, Suite 104, Buford, GA 30519, 404-474-0020
IA	Joshua Iverson & Molly Haney, Hive Midwest LLC, West Des Moines IA, March 14, 2022, J86, Huntington Learning Center, 1303 50th Street, West Des Moines, IA 50266, 515-440-1583
ID	Jennifer Hovey, DJMCC LLC, East Boise ID, March 04, 2013, XJ0, Huntington Learning Center, 3165 South Bown Crossing Boise, ID 83706, 208-331-9020
ID	Brian Riddick & Carrie Riddick, Tymatt Enterprises Corp., Boise-Eagle ID, November 30, 2017, R82, Huntington Learning Center, 13371 Chinden Blvd. Suite 103 Boise, ID 83713, 208-938-6256
IL	George Alpogianis, KMJG Partners Corporation, Buffalo Grove IL, August 08, 2008, QG0, Huntington Learning Center, 398 Half Day Road Buffalo, IL 60089, 847-634-2400
IL	George Alpogianis, KMJG Partners Corporation, Highland Park IL, March 26, 2012, QG1, Huntington Learning Center, 1628 Deerfield Road, Highland Park, IL 60035, 847-579-1100
IL	Ripon Bhuiya, Abbama LLC, Mokena IL, December 30, 2016, B62, Huntington Learning Center, 11334 E Lincoln Hwy, Mokena, IL 60448, 779-333-7579
IL	Deanne Dalgaard & James Dalgaard, Dalgaard & Associates, Inc., Grayslake IL, March 28, 2008, XA0, Huntington Learning Center, 1832 East Belvidere Road, Grayslake, IL 60030, 847-223-9100
IL	Deanne Dalgaard Fisher & James Dalgaard, Dalgaard & Associates, Inc, Antioch IL, August 12, 2021, D28, Huntington Learning Center, 1124 Main Street Antioch, IL 60002, 224-788-9344
IL	Ben Fiedor, Advanced Scholarship LLC, Schaumburg IL, November 01, 2017, F62, Huntington Learning Center, 180 Barrington Road, Schaumburg, IL 60194, 847-798-8618
IL	Niranjan Sundaram & Robert Hauck, Rising Sun Enterprises, LLC., River Forest IL, April 17, 2024, XS3, Huntington Learning Cente,r 1135 North Harlem Avenue Oak Park, IL, 60302, 708-488-1234
IL	Josh Iverson, Hive Enterprises LLC, Lake in the Hills IL, October 15, 2020, J85, Huntington Learning Center, 4590 Princeton Lane Suite 100, Lake in the Hills, IL 60156, 847-669-5454
IL	Shiv Jariwala & Deven Patel, First In Class LLC, Lagrange IL, October 07, 2022, J23, Huntington Learning Center, 419 N LaGrange Road, LaGrange Park, IL 60526, 708-588-9623
IL	Mark & Diane Kilcommons, M & D Educators LLC, Elmhurst IL, October 15, 2009, NN0, Huntington Learning Center,

State	Franchise center
	179 IL-83 Elmhurst, IL 60126, 630-516-1030
IL	David & Elizabeth Meier, ARM Educational Holdings Inc., Barrington IL, December 07, 2011, XM0, Huntington Learning Center, 722 West Northwest Highway Barrington, IL 60010, 847-382-3615
IL	David Pickering, DNT Educators Ltd., Glen Ellyn IL, December 07, 2011, PG1, Huntington Learning Center, 705 Roosevelt Road, Glen Ellyn, IL 60137, 630-790-0130
IL	David Pickering, DMP Educators Inc., Bloomingdale IL, December 08, 2021, P33, Huntington Learning Center, 357 West Army Trail Road, The Courtyard at Stratford, Bloomingdale, IL 60108, 630-893-0928
IL	David Pickering, DDP Educators Ltd., Downers Grove IL, July 24, 2008, PG0, Huntington Learning Center, 237 Ogden Ave Downers Grove, IL 60515, 630-963-8114
IL	Sireesha Ratakonda, Siri Educational LLC, Plainfield IL, February 20, 2019, K35, Huntington Learning Center, 2352 South Rt. 59, Plainfield, IL 60586, 815-255-6512
IL	Cheri D. Reid, Potentially LLC, Skokie IL, July 09, 2002, PN0, Huntington Learning Center, 9448 Skokie Blvd. Skokie, IL 60077, 847-675-8651
IL	Emily Johnson, Make it Happen Educational Services LLC, Arlington Heights IL, November 12, 2024, J26, Huntington Learning Center, 50 S Arlington Heights Road, Arlington Heights, IL 60005, 847-398-1509
IL	Amano (Rafiq) Remtula & Nazia Remtula, Student Excel Academy Corp., R62, Lincoln Park IL, August 04, 2017, Huntington Learning Center, 1505 W Fullerton Chicago, IL 60614, 773-348-7400
IL	Carter & Monica Risdon, Midwest Professional Resources, Inc., Oswego IL, October 13, 2006, ID0, Huntington Learning Center, 1130 Douglas Road, Oswego, IL 60543, 630-551-4145
IL	Carter & Monica Risdon, Midwest Professional Resources, Inc., Naperville IL, December 31, 2007, ID1, Huntington Learning Center, 1112 S. Washington Street, Ste. 120, Naperville, IL 60540, 630-369-6985
IL	Niranjan Sundaram, Sun Education Corp., Park Ridge IL, February 07, 2017, XS2, Huntington Learning Center, 654 Busse Highway, Park Ridge, IL 60068, 847-825-0692
IL	Niranjan Sundaram, Sun Education Corp., Geneva IL, August 01, 2008, XS0, Huntington Learning Center, 9 Anderson Boulevard, Geneva, IL 60134, 630-262-0561
IL	Niranjan Sundaram, Sun Achievement Corp., Orland Park IL, January 11, 2013, XS1, Huntington Learning Center, 15226 South LaGrange Road, Orland Park, IL 60462, 708-226-0148
IL	Jennifer Wilz, Inertia Educational Services Inc., Rockford IL, April 08, 2016, W22, Huntington Learning Center, 5301 East State Street, Suite 104 Rockford, IL 61108, 815-395-1011
IN	Scott Alexander & Madhukar Velide, BP Starfish Inc. and Madhukar Velide, Fishers IN, A32, June 22, 2017, Huntington Learning Center, 9665 Olio Road, McCordsville, IN 46055, 317-245-6914
IN	Bob Mack & Lisa Kay Fraser, ELMCO LLC, Indianapolis IN, March 31, 2018, M63, Huntington Learning Center, 2635 East 62nd Street, Suite 2020, Indianapolis, IN 46220, 317-420-8885
IN	Kurt & Victoria Spitler, Carmel IN, January 03, 2012, YS0, Huntington Learning Center, 2440 East 146th Street Carmel, IN 46033, 317-571-0766
IN	Madhukar Velide & Padmavathy Machani, Sai Krupa PM3 Educators LLC, Evansville IN, November 23, 2016, V22, Huntington Learning Center, 1362 N Green River Road, Unit 20 Evansville, IN 47715, 812-401-2084
IN	Eric Motycka & Nupur Motycka, Sairic Enterprises Inc, Zionsville IN, July 1, 2022, M24, Huntington Learning Center, 1455 W. Oak Street, Ste. D, Zionsville, IN 46077, 317-520-852
KY	Peter Lynch & Francisco Alzuru, Chulavista Partners LLC, East Louisville KY, December 12, 2025, P47, Huntington Learning Center, The Shops at Forest Springs, 12474 LaGrange Road, Louisville, KY 40245, 502-501-7111
KY	Boris Christow & Ana Maria Christow, Crescent Springs KY, March 30, 2018, C62, Huntington Learning Center, 2347 Buttermilk Crossing, Crescent Springs, KY 41017, 859-331-3900
LA	Ann Habisreitinger, Educational Services of Louisiana LLC, Mandeville LA, December 07, 1998, HI0, Huntington Learning Center, 1748 A North Causeway Blvd., Mandeville, LA 70471, 985-727-0000

State	Franchise center
MA	Pamela Narang & Dhiren Marjadi, Words & Numbers LLC, Acton MA, December 22, 2022, N34, Huntington Learning Center, 504 Nagog Park Acton, MA 01720, 978-263-6677
MD	Shawn Salta, Educational Edge Development Group Inc., Waldorf MD, October 2, 2025, S43, Huntington Learning Center, 3284 Crain Highway, Shoppers World Shopping Center Waldorf, MD 20603 301-705-6636
MD	Shawn Salta & Michelle Salta, Atlas Group LLC, Gambrills MD, September 11, 2024, S24, Huntington Learning Center, 1403 South Main Chapel Way, Suite 107, Gambrills, MD 21054, 410-451-0050
MD	Bruce Davis, Astha & Hetal Joshi, Think Fast LLC, Bethesda MD, April 26, 2016, D32, Huntington Learning Center, 4940 Hampden Lane, Suite 301, Bethesda, MD 20814, 301-656-2112
MD	Melissa Metzger and Thomas Metzger, LAM Education Services, Inc. Perry Hall, MD February 21, 2020, M46, Huntington Learning Center, 8804 Bel Air Road Baltimore, MD 21236 410-256-3391
MD	Melissa Metzger & Thomas Metzger, HCM Education Services, Inc., Bel Air MD, February 21, 2020, M45, Huntington Learning Center, 565 Baltimore Pike, Bel Air, MD 21014, 410-420-2376
MD	Steve Moore & Tari Moore, EarnestLee Inc., California MD, September 11, 2017, M82, Huntington Learning Center, 23415 Three Notch Road, Suite 2021, California, MD 20619, 240-256-3821
MD	Astha & Hetal Joshi, AspireZone LLC, Frederick MD, J28, March 25, 2025, Huntington Learning Center, Riverview Plaza, 5549 Urbana Pike, Frederick, MD 21704, 301-732-7282
MD	George L. Tresnak & Rosemarie Tresnak, Columbia Advisory Services Inc., Columbia MD, January 02, 2001, GT1, Huntington Learning Center, 8890 Centre Park Drive, Suite 200, Columbia, MD 21045, 410-740-4005
MD	George Lewis Tresnak, Keystone Education Services LLC, Camp Springs MD, April 13, 2009, GT2, Huntington Learning Center, 5857 Allentown Road, Camp Springs, MD 20746, 301-899-6031
MI	Nishwa Jamil & Wase Siddiqui, Sident Education LLC, Canton MI, January 30, 2025, J27, Huntington Learning Center 6000 N. Sheldon Road Canton, MI 48187, 734-446-7004
MN	Debra Garwood & Michael Schacherer, Ventures for Success LLC, Rochester MN, June 28, 2005, GW0, Huntington Learning Center, 2048 Superior Drive NW, Suite 200, Rochester, MN 55901, 507-424-1221
MN	Joshua Iverson & Molly Haney, Hive Blaine LLC, Blaine MN, October 04, 2019, J82, Huntington Learning Center, 10400 Baltimore Street NE, Suite 130, Blaine, MN 55449, 763-786-8001
MN	Joshua Iverson & Molly Haney, Hive Woodbury LLC, Woodbury MN, October 04, 2019, J83, Huntington Learning Center, 1905 Donegal Drive, Woodbury, MN 55125, 651-702-6423
MN	Andy & Amy Servi, A & J Achievement LLC, Plymouth MN, March 29, 2016, S22, Huntington Learning Center, 10100 Sixth Avenue North Waterford Plaza, Plymouth, MN 55441, 763-542-0005
MN	Lin Qian, LinQ Education Service LLC, Roseville MN, September 20, 2023, Q23, Huntington Learning Center, 2723 North Lexington Avenue, Roseville, MN 55113, 651-633-6353
MO	David & Lauren Huguelet, DL Huguelet Group LLC, Chesterfield/Ellisville, MO May 20, 2016, H32, Huntington Learning Center, 1370 Clarkson Clayton Center, Ellisville, MO 63011, 636-220-3170
MS	Pam & Walt Pannell, Growing Minds Touching Hearts LLC, Gulfport MS, June 18, 2024, P34, Huntington Learning Center, 8950 Lorraine Road, Unit E, Gulfport, MS 39503, 228-206-2353
NC	Andrew & Kristi Allen & Sherry Young, Accelerated Progress LLC, Greenville NC, May 16, 2008, LL0, Huntington Learning Center, 619 Red Banks Road, Arlington Village, Greenville, NC 27858, 252-321-9898
NC	Jung Yim, CleanHearts LLC, Charlotte NC, October 16, 2024, Y25, Huntington Learning Center, 8320 Pineville-Matthews Road, Suite 605, Charlotte, NC 28226, 704-541-7444
NC	Prabhakaran Nagarajan, SPN Consulting LLC, Holly Springs NC, September 24, 2021, N43, Huntington Learning Center, 144 W Holly Springs Road, Holly Springs, NC 27540, 919-629-8411
NC	Vivon Peterson & Eric Peterson, Fundamental Education LLC, Raleigh-South NC, September 02, 2021, P37, Huntington Learning Center, 1135 Kildaire Farm Road, Suite 110, Cary, NC 27511, 919-462-3183
NC	Tanicka Robeson, ImpactED Innovation, LLC, Greensboro NC, December 30, 2025, R38,

State	Franchise center
	Huntington Learning Center, 1616 Battleground Avenue, Suite A, Greensboro, NC 27408, 336-288-1717
NC	Vivon & Eric Peterson, Fundamental Education LLC, Raleigh-Wake County, September 02, 2021, P39, Huntington Learning Center, 3309 Rogers Road, Suite 133, Wake Forest, NC 27587, 919-488-4703
NC	David & Melanie Scattone, Triangle Excellence In Education LLC, Knightdale NC, July 14, 2015, II0, Huntington Learning Center, 6845 Knightdale Blvd., Suite 103, Knightdale, NC 27545, 919-752-6392
NC	Rob & Leila Schellenberg, Adam & Jewel Wiesinger, JLAB Resources, Inc., Weddington NC, June 30, 2025, VV0, Huntington Learning Center, 5945 Weddington Road, Suite 104, Matthews, NC 28104, 704-243-5782
NC	Bhargav Gangadhara, DRBAGGYSEDU LLC, Huntersville NC, February 18, 2025, G38, Huntington Learning Center, 9601 Holly Point Drive Huntersville, NC 28078, 704-896-3931
NC	Nader Sobhan, NNS Inc., Fayetteville NC, January 21, 2009, QS0, Huntington Learning Center, 2545 Ravenhill Drive, Suite 103, Fayetteville, NC 28303, 910-323-2287
NC	Nader Sobhan, NNS Inc., Raleigh-North NC, May 31, 2019, QS1, Huntington Learning Center, 8111 Creedmoor Road, Suite 117 Raleigh, NC 27613, 919-676-2410
NE	Frank X Haverkamp, FMH Holdings Inc., Omaha NE, March 21, 2022, F34, Huntington Learning Center, 545 North 155th Plaza, Pepperwood Shopping Center, Omaha, NE 68154, 402-315-9722
NJ	Richard & Allyson Bernstein, Bernstein Services Corp., Turnersville NJ, September 29, 2006, BE3, Huntington Learning Center, 860 Rt. 168 Lakeside Plaza, Suite 102, Turnersville, NJ 08012, 856-227-2001
NJ	Richard & Allyson Bernstein Educational Associates, LLC, Cherry Hill, NJ October 21, 2004, BE2, Huntington Learning Center, 1990 Marlton Pike East, Tuscany Marketplace Cherry Hill, NJ 08003 856-751-1848
NJ	Bhavesh & Ami Desai, Stepping Stones Academy III LLC, Bridgewater NJ, September 18, 2019, D93, Huntington Learning Center, 676 Route 202-206 North, Bridgewater, NJ 08807, 908-725-9065
NJ	Bhavesh Desai & Ami Desai, Stepping Stones Academy LLC, Manalapan NJ, May 01, 2019, D92, New Huntington Learning Center, 100 Craig Road Manalapan, NJ 07726, 732-431-3062
NJ	Bhavesh Desai & Ami Desai, Stepping Stones Academy II LLC, East Brunswick NJ, September 18, 2019, D94, Huntington Learning Center, 647 Route 18 South, East Brunswick, NJ 08816, 732-257-7501
NJ	Neha Kohli, Athena Excellence LLC, Westwood NJ, September 16, 2024, K47, Huntington Learning Center, 23 Jefferson Avenue, Westwood, NJ 07675, 201-383-0706
NJ	Bryan & Cara Murray, BWR Enterprises LLC, Ridgewood NJ, August 07, 2024, M28, Huntington Learning Center, 75 North Maple Avenue, Ridgewood, NJ 07450, 201-484-0239
NJ	Violetta & Boris Feld, Head Start Education Inc., Englewood NJ, July 11, 2019, F45, Huntington Learning Center, 1 Engle Street, Ste. 108, Englewood, NJ 07631, 201-871-9040
NJ	Gary Guillaume & Christina Cortes, Nolo Enterprise LLC, Brick NJ, December 9, 2025, G39, Huntington Learning Center, 736 Brick Blvd.; Brick, NJ 08723, 732-477-0972
NJ	Bryan & Cara Murray, BWR Enterprises LLC, Ledgewood NJ, July 17, 2019, M35, Huntington Learning Center, 1070 US Route 46, Suite 4, Ledgewood, NJ 07852, 973-584-1397
NJ	Bryan & Cara Murray, BWR Enterprises LLC, Ramsey NJ, July 17, 2019, M36, Huntington Learning Center, 245 East Main Street, Unit 202, Ramsey, NJ 07446, 201-749-4094
NJ	Emily Ryan, ELR EDU LLC, Middletown NJ, R33, Huntington Learning Center, 2011 Route 35 North, Middletown, NJ 07748, 732-671-1104
NJ	Sridhar Sundararajan & Logan Umamageswar, Reinvent Education Inc., Wayne NJ, July 15, 2019, S75, Huntington Learning Center, 1597-1 Route 23 South, Wayne, NJ 07470, 973-694-8882
NJ	Sridhar Sundararajan, Paul Adubato, Casey Arnold, Casspa Education Inc., Livingston NJ, August 24, 2020, A62, Huntington Learning Center, 25 W. Northfield Road, Livingston, NJ 07039, 973-994-2917
NJ	Nandakumar Vellasamy, Rajalakshmik Enterprises Inc., Springfield NJ, October 28, 2020, V62, Huntington Learning Center, 271G Route 22 East, Springfield, NJ 07081, 973-258-0085

State	Franchise center
NM	Sohale Mufti, Mufti, Inc., Albuquerque West NM, May 30, 2007, DW1, Huntington Learning Center, 8201 Golf Course Road NW, Suite B-3, Albuquerque, NM 87120, 505-797-3073
NV	Roman Koval & Yung Hua, KH Pursuits LLC, Reno NV, April 28, 2018, K82, Huntington Learning Center, 4920 Virginia Street, Reno, NV 89502, 775-827-0700
NY	Vera Chen, BWC ONE LLC, Flushing NY, C43, July 31, 2023, Huntington Learning Center, 35-30 Francis Lewis Blvd., Suite 205A, Flushing Queens, NY 11358, 718-888-0062
NY	Vera Chen, Manhasset HLC LLC, Manhasset NY, C44, August 28, 2023, Huntington Learning Center, 1901 Northern Boulevard, Manhasset NY 11030, 519-627-5366
NY	Krishna Rallabhandi, MAK Training Solutions LLC, R37, Carle Place NY, February 5, 2025, Huntington Learning Center, 215 Glen Cove Road, Unit 10, Carle Place, NY 11514, 516-742-4559
NY	Scott Coghlan, Corson Associates Inc., Clifton Park NY, June 03, 2019, C35, Huntington Learning Center, 7 Southside Plaza, The Shops at Village Plaza, Clifton Park, NY 12065, 518-280-2671
NY	Alexander Cohen, Get Smart Corporation, Williamsville NY, January 24, 2023, C37, Huntington Learning Center, 5838 Main Street Buffalo, NY 14221, 716-633-4591
NY	Alexander Cohen, Get Smart Corporation 2., Orchard Park NY, January 24, 2023, C36, Huntington Learning Center, 3071 Union Road Orchard Park, NY 14127, 716-675-4566
NY	Eileen DelMonaco & Frank Caruso, EFG16 Corp., Yorktown Heights NY, May 09, 2019, D35, Huntington Learning Center, 335 Downing Drive, Yorktown Heights, NY 10598, 914-245-8888
NY	Arlene & Richard DePrizio, ARDM Center Corporation, Nanuet NY, May 23, 2019, D25, Huntington Learning Center, 58 East Route 59, Nanuet, NY 10954, 845-623-4757
NY	Priscilla Gamer, Advangrow LLC, Pittsford NY, February 13, 2018, G92, Huntington Learning Center, 3050 Monroe Avenue, Unit 410, Rochester, NY 14618, 585-419-6856
NY	Marie Hoyt Miller & Timothy Miller, T. Miller Enterprises, Inc., Fayetteville NY, October 03, 2005, ML0, Huntington Learning Center, 6900 Highbridge Road Fayetteville, NY 13066, 315-445-0689
NY	Sean Kelly, Sr. & Sean Kelly, Jr., SPK Long Island Inc., Miller Place NY, June 17, 2019, K55, Huntington Learning Center, 275 Route 25A, Suite 6, Miller Place, NY 11764, 631-400-4613
NY	Sean Kelly, Sr. & Sean Kelly, Jr., SPK Long Island, Inc. Smithtown NY, June 17, 2019, K56, Huntington Learning Center, 8 Miller Place, Smithtown, NY 11787, 631-360-0423
NY	Sean Kelly, Sr. & Sean Kelly, Jr., SPK Long Island Inc., Patchogue NY, May 22, 2020, K57, Huntington Learning Center, 620 Waverly Ave, 2nd floor Patchogue, NY 11772, 631-654-5081
NY	Sean Kelly, Sr. & Sean Kelly, Jr., SPK Long Island, Inc., West Islip NY, July 29, 2020, K58, Huntington Learning Center, 502 Union Blvd., West Islip, NY 11795, 631-968-6366
NY	Boris & Violetta Feld, FBV Group ECH, Inc., Eastchester NY, March 29, 2024, F47 Huntington Learning Center, 478 White Plains Road Eastchester, NY 10709, 914-722-9253
NY	Boris and Violetta Feld, FBV Group NY, Inc., Park Slope NY, February 8, 2022, F46, Huntington Learning Center, 808 Union Street, 3rd floor, Brookyn NY 11215, 718-230-0073
NY	Aparna Rallabhandi, MAK Training Solutions LLC, Plainview NY, August 04, 2021, R36, Huntington Learning Center, 443 South Oyster Bay Road, Plainview, NY 11803, 516-490-7020
NY	Mark A. & Barbara H. Reich, New Karma Holdings Corp., Upper East Side NY, RM0, June 10, 2004, Huntington Learning Center, 1556 Third Avenue, Suite 209, New York, NY 10128, 212-534-3200
NY	Nandakumar Vellasamy, Rkarmegam Enterprises Inc., Staten Island NY, May 02, 2022, V63, Huntington Learning Center, 2791 Richmond Ave., Suite 200, Staten Island, NY 10314, 718-494-8377
NY	Kris Zdyb, Orion Education LLC, East Northport NY, July 30, 2019, Z43, Huntington Learning Center, 1928 B Jericho Turnpike, Elwood Shopping Center, East Northport, NY 11731, 631-462-6940
NY	Chaim Lebowits, L Learning Inc, Bay Ridge NY, July 31, 2025, C47, Huntington Learning Center, 514 86th St. Bay Ridge,

State	Franchise center
	Brooklyn, NY 11209, 718-745-3752
NY	Anne Kretzer, AK Lynbrook LLC, Lynbrook NY, August 1, 2023, K33, Huntington Learning Center, 639 Sunrise Highway, Phillips Plaza, Lynbrook, NY 11563, 516-568-1900
OH	Scott Alexander and Madhukar Velide, BP Starfish Ohio LLC and Madhukar Velide, New Albany OH, April 20, 2018, A33, Huntington Learning Center, 5560 N. Hamilton Road, Gahanna, OH 43230, 614-478-0695
OH	Gonzalo and Raquel Diaz-Infante, Progressio LLC, Harpers Point OH, July 25, 2022, D63, Huntington Learning Center, 11385 Montgomery Rd., Suite 220, Harpers Station Shopping Center, Cincinnati, OH 45249, 513-489-5777
OH	Gonzalo & Raquel Diaz-Infante, Progressio LLC, Cincinnati/Hyde Park OH, October 16, 2017, D62, Huntington Learning Center, 3870 Paxton Road, Suite E Cincinnati, OH 45209, 513-909-4040
OH	Jory Edlin, The Jedco Group Inc., Anderson OH, April 17, 2015, YU0, Huntington Learning Center, 7759 5 Mile Road Cincinnati, OH 45230, 513-528-7417
OH	Hernan & Barbra Estrada, HB Estrada LLC, Broadview Heights OH, November 29, 2016, E42, Huntington Learning Center, 7983 Broadview Road, Broadview Heights, OH 44147, 440-526-0357
OH	Stefany L. & Bradly J. Hardewig, Cincinnati/Northgate OH, March 31, 2017, H72, Huntington Learning Center, 9896 Colerain Avenue, Cincinnati, OH 45251, 513-834-8217
OH	Priscilla & Omar Maghrabi, Egypticana LLC, West Chester, OH, March 31, 2025, M47, Huntington Learning Center, 7906 Tylersville Square Drive, Suite A, West Chester, OH 45069, 513-860-4416
OH	Maureen & Philip Wagner, Gemini Pointe LLC, Columbus-Lewis Center OH, April 03, 2017, W42, Huntington Learning Center, 83 Neverland Drive, Lewis Center, OH 43035, 614-918-9800
OH	Maureen & Philip Wagner, Orion Pointe LLC, Huntington Learning Center, Dublin OH, October 12, 2022, W43, 7533 Sawmill Road, Columbus, OH 43235, 614-889-8888
OH	Kimberly Walter, Elite Academics of Mentor LLC, Mentor OH, April 22, 2019, W93, Huntington Learning Center, 8000 Plaza Boulevard, Unit H, Mentor, OH 44060, 440-205-8226
OH	Kimberly Walter, Elite Academics LLC, Mayfield Heights OH, April 22, 2019, W92, Huntington Learning Center, 1510 Golden Gate Plaza, Mayfield Heights, OH 44124, 440-683-1219
OH	Stefany Hardewig, Hardewig Associates Inc., Centerville OH, June 30, 2023, H73, Huntington Learning Center, 175 E. Alex-Bell Road Suite 212, Cross Pointe Shopping Center, Centerville, OH 45459, 937-433-7612
OK	Christopher & Lee Appel, Thrive Family Education LLC., Broken Arrow OK, April 24, 2023, A24, Huntington Learning Center, 947 North Elm Place, Broken Arrow, OK 74012, 918-893-5551
OR	Greg Kulander, Kulander Enterprises LLC, Portland OR, January 31, 2014, UY0, Huntington Learning Center, 15220 NW Laidlaw Road, Bethany Village Terrace Portland, OR 97229, 503-533-4020
OR	Qi (Sandy) Shen, Lake Oswego OR, February 20, 2019, S55, Huntington Learning Center, 355 Second Street, Lake Oswego, OR 97034, 503-636-0156
PA	Thomas Murphy, Head Smart Enterprises LLC, Springfield PA, January 01, 2008, UM1, Huntington Learning Center, 891 Baltimore Pike Springfield, PA 19064, 610-690-4460
PA	Thomas Murphy, Head Smart Abington LLC, Abington PA, June 16, 2022, U23, Huntington Learning Center, 947 Old York Road, Abington, PA 19001, 215-887-0801
PA	Jay & Tammy Murray, Julius Gray Innovation and Development I, Harrisburg-North East, PA, May 01, 2018, M33, Huntington Learning Center, 5094-D Jonestown Road, Colonial Commons Shopping Center, Harrisburg, PA 17112, 717-657-2002
PA	Nicole & Christopher Settembrino, JNK Holdings, LLC Langhorne, PA May 16, 2018, S25, Huntington Learning Center, 514 Oxford Valley Road, Langhorne, PA 19047, 215-757-9334
PA	Robert J. Smith, SFI LLC, Bethlehem PA, February 04, 2010, XN0, Huntington Learning Center, 216 Nazareth Pike, Bethlehem, PA 18020, 610-866-4064
PA	Lorie Simko Strennen, Unlimited Education Inc., McMurray PA, November 30, 1994, US0, Huntington Learning Center,

State	Franchise center
	2848 Washington Road, McMurray, PA 15317, 724-942-2890
SC	Leila Schellenberg, Robert Schellenberg, Jewel Wiesinger, Adam Wiesinger, JLAB Resources II, Inc., Fort Mill SC, November 29, 2021, W23, 1500 Fort Mill Parkway, Suite 105, Fort Mill, SC 29715, 803-548-8070
SC	Melissa & Anthony Canterberry, Palmetto Progress LLC, Bluffton SC, August 1, 2025, C48, Huntington Learning Center 1050 Fording Island Road, Suite 406 Bluffton, SC 29910, 843-258-9700
TN	Cedric & Esterlene Dukes, Focused Connection LLC, Murfreesboro TN, November 13, 2019, D55, Huntington Learning Center, 2812 Old Fort Parkway Suite K Murfreesboro, TN 37128, 615-624-9044
TN	Matthew & Krista McGrath, East Tennessee Learning Inc., Knoxville TN, August 29, 2025, M10, Huntington Learning Center, 117 North Peters Road, Knoxville, TN 37923, 865-691-1697
TN	Clay Crumbliss & Rachael Crumbliss, Oaktree Education Inc., Chattanooga TN, February 1, 2023, C34, Huntington Learning Center, 7401 East Brainerd Road, Unit 190, Chattanooga, TN 37421, 423-206-2200
TN	Bhavani Muvvala, MMR Senior Alliance Corporation, Hendersonville TN, October 10, 2024, M29, Huntington Learning Center, 112 Saundersville Road, The Crossings at Indian Lakes, Hendersonville, TN 37075, 615-826-5255
TN	Brian & Jennifer Telford, Teton Education Group LLC, Brentwood TN, March 01, 2020, T35, Huntington Learning Center 95 Seaboard Lane, Suite 106, Brentwood, TN 37027, 615-376-8004
TN	Tou Lor & Sue Vang, S&T Learning LLC, Mt Juliet TN, July 18, 2024, LT1, Huntington Learning Center, 85 N. Mt. Juliet Road, Ste. 100, Mt Juliet TN 37122, 615-288-4023
TX	Christopher & Lee Appel, Thrive Family Academics LLC., Memorial TX, August 09, 2024, A26, Huntington Learning Center, 9451 Katy Freeway, Houston, TX 77024, 713-933-2656
TX	Asif Bashir & Samina Q Chaudhry, MAZH Enterprises, LLC Pearland, TX April 17, 2023, B24, Huntington Learning Center 3225 East Broadway Street, Suite 8 Pearland, TX 77581, 281-485-3685
TX	John L Dial II, Gainful Learning LLC, Cypress TX, November 20, 2023, D36, Huntington Learning Center, 9955 Barker Cypress Road, Suite 200, Cypress, TX 77433 281-410-5001
TX	David & Awika Dorleans, Smolly Brands Kingwood LLC, Kingwood TX, September 4, 2025, D38, Huntington Learning Center, 2714 West Lake Houston Parkway, Suite 220, Kingwood, TX 77339, 281-360-0031
TX	David & Awika Dorleans, West University Place TX, September 03, 2024, D27, Huntington Learning Center, 2726 Bissonnet Street Suite 300 Houston, TX 77005, 832-834-4751
TX	Ann Habisreitinger Barré, Educational Services of TX LLC, The Woodlands TX, April 14, 2023, H25, Huntington Learning Center, 26400 Kuykendahl Road, Suite C280, The Woodlands, TX 77375, 832-761-7533
TX	Sherry & James Huffman, Austin TX, February 23, 1998, HF0, Huntington Learning Center, 13011 Shops Parkway, Suite 300 Bee Cave, TX 78738, 512-301-7880
TX	ChunLin Hu, MKTEAS LLC, Spring TX, October 16, 2024, H74, 2222 Rayford Road, Suite 109, Spring, TX 77386, 281-719-5079
TX	Tushar Kumar & Neha Gupta, Double A Educational Services LLC, Clear Lake City TX, January 4, 2024, K44, Huntington Learning Center, 2323 Clear Lake City Blvd., Suite 170, Houston, TX 77062, 832-460-1200
TX	Moosa Mayana Munawara & Faiaz Pasha Shaik, Apex Ed MasterMinds LLC, Frisco TX, February 26, 2024, M38, Huntington Learning Center, 4760 Preston Road, Suite 236, Frisco, TX 75034, 214-919-0093
TX	Giridharan Namasivayam, SIDVIN Enterprises Inc., Coppell TX, October 18, 2018, N52, Huntington Learning Center, 817 South MacArthur, Suite 100, Coppell, TX 75019, 972-745-4342
TX	Krupa & Amit Patel, Vidya LLC, Mansfield TX, July 01, 2013, NP0, Huntington Learning Center, 708 Hunters Row Ct., Suite 104, Mansfield, TX 76063, 817-539-0337
TX	Pat & Larry Payne, LP Education LLC, Katy TX, March 02, 2015, XU0, Huntington Learning Center, 27278 Cinco Ranch Blvd Suite B, Katy, TX 77494, 281-392-5800
TX	Teresa Tien-Lin & Chris Lin, CAAT Educational Services LLC, Sugar Land TX, March 03, 2015, YI0, Huntington Learning Center, 4961 Sweetwater Blvd., Sugar Land, TX 77479, 281-242-6222

State	Franchise center
TX	Paul Van Hook, Lone Star Enrichment Cedar Park LLC, Cedar Park TX, May 17, 2024, V23, Huntington Learning Center, 1335 E. Whitestone Blvd. Ste. D-125, Cedar Park, TX 78613, 512-288-9731
TX	Paul Van Hook, Lone Star Enrichment Round Rock LLC, Round Rock TX, August 11, 2025, V24, Huntington Learning Center, 2800 S IH 35, Suite 150, Round Rock, TX 78681, 512-910-4051
TX	Ajith Varghese, Sharper Kids Inc., Georgetown TX, February 26, 2019, V72, Huntington Learning Center, 904 W. University Blvd., Suite 110, Georgetown, TX 78626, 512-886-0103
TX	Shaili N. Vora & Niraj Vora, Gurukul Management LLC, Temple TX, April 15, 2021, V25, Huntington Learning Center, 9325 Tarver Road, Suite A101, Temple, TX 76502, 254-598-4245
TX	Jeffrey & Michele Williams, SAJ Academic Enterprises LLC, North Dallas TX, September 01, 2010, YW1, Huntington Learning Center, 11700 Preston Road, Preston Forest Shopping Center, Dallas, TX 75230, 214-363-4005
TX	Ralph & Shanda Wright, The Wright Legacy Group Incorporated, W62, Southlake TX, Huntington Learning Center, 480 W Southlake Blvd, Ste. 115, Southlake, TX 76092, 817-618-5310

EXHIBIT G2

TO THE HUNTINGTON LEARNING CENTERS, INC. FRANCHISE DISCLOSURE DOCUMENT

LISTS OF FRANCHISED AND COMPANY-OWNED CENTERS OPERATING AS OF DECEMBER 31, 2025

Franchised Centers with signed franchise agreements, but not open

Franchised Centers with signed franchise agreements, but not open as of December 31, 2025			
WA	Sudhendu Mahapatro Ellora Pande Aspire Learning LLC Redmond WA 90052 January 20, 2025	Huntington Learning Center Future Site Redmond, WA 98052	Sudhendu Mahapatro Ellora Pande 16532 NE 117th Way Redmond, WA 98052
MD	Nicolas Mansour Advanced Achievement Center LLC Rockville, MD, 20850 April 16, 2025	Huntington Learning Center Future Site Rockville, MD 20847	Nicolas Mansour 1505 McClean Corner Lane McLean, VA 22101
NY	Rosey Sopariwala WP Tutoring Center LLC White Plains, NY 10601 April 20, 2025	Huntington Learning Center Future Site White Plains, NY 10601	Rosey Sopariwala 5 Mansfield Place Suffern, NY 10901
TX	David Dorleans Smolly Brands LLC Houston-Garden Oaks, TX 77018 September 2, 2025	Huntington Learning Center Future Site Houston-Garden Oaks Houston, TX 77018	David Dorleans 180 Castlegate Lane Houston TX 77065
OR	Neelam Chand Golden Nero LLC Tigard, OR 97223 October 2, 2025	Huntington Learning Center Future Site Tigard, OR 97223	Neelam Chand 10240 Southwest Nimbus Ave, Ste. L-10 Tigard, OR 97223
OR	Neelam Chand Golden Nero LLC Sherwood, OR 97140 October 2, 2025	Huntington Learning Center Future Site Sherwood, OR 97140	Neelam Chand 10240 Southwest Nimbus Ave, Ste. L-10 Tigard, OR 97223

KY	Peter Lynch & Francisco Alzuru Chulavista Partners LLC St. Matthews, KY 40207 December 15, 2025	Huntington Learning Center Future Site St. Matthew, KY 40207	Peter Lynch Francisco Alzuru 11620 Walnutview Way Louisville, KY 40299

EXHIBIT G3

TO THE HUNTINGTON LEARNING CENTERS, INC. FRANCHISE DISCLOSURE DOCUMENT

LISTS OF FRANCHISED AND COMPANY-OWNED CENTERS OPERATING AS OF DECEMBER 31, 2025

Company-Owned Centers owned or operated by Franchisor affiliate

Company-Owned Centers owned or operated by a Franchisor affiliate as of December 31, 2025	
State	Address
NY	Huntington Learning Center, 4900 Merrick Rd., South Gate Shopping Center Massapequa Park, NY 11762
NY	Huntington Learning Center, 1807 Williamsbridge Rd., Bronx, NY 10461

EXHIBIT G4

TO THE HUNTINGTON LEARNING CENTERS, INC. FRANCHISE DISCLOSURE DOCUMENT

LISTS OF FRANCHISED AND COMPANY-OWNED CENTERS OPERATING AS OF DECEMBER 31, 2024

Former Franchise Centers

Former Franchise Centers
In 2025, the following franchisees voluntarily opted not to renew the Franchise Agreement
Tyrone Greene, Apopka, FL
Paul & Nancy Kasper, Mobile AL
Holly Hung & Charles Ling, Birmingham, MI
Colin Schreiber, Hamilton, NJ
In 2025, the following franchisees voluntarily opted to terminate by transfer
Pranab Bajpai, Round Rock, TX
Emily & Martha Brooks, Bluffton, SC
Amit Bahadur, Centreville, VA
Caroline Cohen & Olivier Monard, Melbourne, FL
Partha Chandra, Carle Place NY
Toby & Jennifer Donovan, Puyallup, WA
Cristina & Matthew Helbling, St. Augustine, FL
Troy Ingle, Fleming Island, FL
Murlidhar & Vimala Koushik, Shoreline WA
Rajesh Kathiru & Nishi Giri, Del Mar, CA
Brandy Merriman, Waldorf, MD
Steve & Julie Miller, Canton, MI
Ruth Mosley, Frederick, MD
Lola Perez, Ft. Lauderdale, FL

Former Franchise Centers
Leonard Silverman, Huntersville, NC
Sharon & Scott Bergin, Longwood, FL (Lake Mary, FL)
Ulrika Myggen, & Stuart Chuharski, San Diego/Carmel Mountain, CA
Syed & Carolyn Hassan, Kingwood, TX
Daniel Mathis, West Chester, OH
Stephanie & Justin Kennedy, Issaquah, WA
Jose Torres & Atefeh Karizi, Rancho Cucamonga, CA
Susan Arterburn, East Louisville, KY
Richard & Judith Bock, Perry Hall
Vivon & Eric Peterson, Greensboro, NC
In 2025, the following franchisees were reasonably known by Huntington to have ceased doing business in the System
Catherine Sprague, Leading Edge Learning, Inc Newnan, GA
Dennis and Lisa Shaw, Allons-y Ankeny, LLC Ankeny, IA
Charlie James & Koni Johnson, JJ 2TORING, LLC Clarkston, MI
Steve Miller and Julie Miller, Fortress Education, Inc. Novi, MI
Carrie-Anne Dunn and Thomas Dunn, J. Cupertino Enterprises, Inc. Billings, MT
Prabhakaran Nagarajan, SPN Consulting LLC Durham, NC
Frank X. Haverkamp, FMH Holdings Inc. Millard (Omaha), NE
Teri Willoughby-Deters, Wunder Academy of NJ LLC, Morristown, NJ
K. Burkett, S. Holmes, P. Holmes PKS Education, Inc., Greensburg, PA
Giridharan Namasivayam, SIDVIN Enterprises Inc., Flower Mound, TX
Sariya Rashid, Jabis Inc. North Bend, WA July 18, 2017
Hunter Gonzalez, HCG53 SERVICES LLC, Fort Worth, TX
Allison Kretzer, Montclair, NJ
Brandon & Mionelle McGue, McGueED LLC, Bronx, NY
Timothy Brian Gorin, Odin's Eye, LLC, Irvine, CA
Andrea Renee & Donald Lee, RGL Endeavors, LLC, Highland/Austin, TX
Chuck Klijewski, Mel Moynihan, John Dec, Educate Parker, LLC, Parker, CO

EXHIBIT H

TO THE HUNTINGTON LEARNING CENTERS, INC. FRANCHISE DISCLOSURE DOCUMENT

STATE SPECIFIC ADDENDA

California – Addendum to the Disclosure Document

As to franchises governed by the California Franchise Investment Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

The "Special Risks to Consider About *This* Franchise" page of the Disclosure Document are amended to also include the following: THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT 14 DAYS PRIOR TO EXECUTION OF AGREEMENT.

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.).

Item 3 of the Disclosure Document is amended by adding the following paragraph: Neither we, nor any person or franchise broker in Item 2 of this disclosure document, is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling these persons from membership in this association or exchange.

Item 6 of the Disclosure Document is amended by adding the following sentence: If we charge interest on any amounts due to us, the maximum interest we can charge is 10% annually.

Item 17 of the Disclosure Document is amended by adding the following paragraphs: The franchise agreement contains a covenant not to compete that extends beyond the termination of the franchise. This provision may not be enforceable under California law.

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

SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE TO YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT.

YOU MUST SIGN A GENERAL RELEASE OF CLAIM IF YOU RENEW OR TRANSFER YOUR FRANCHISE. CALIFORNIA CORPORATIONS CODE §31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CODE §§31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE §20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE §§20000 THROUGH 20043).

Our website is located at https://www.freewayinsurance.com/.

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Illinois – Addendum to the Disclosure Document

The following is added to Item 17:

a. Any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

b. The Illinois Franchise Disclosure Act provides that any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside of Illinois is void with respect to any action that is otherwise enforceable in Illinois.

c. The Illinois Franchise Disclosure Act requires that Illinois law apply to any claim arising under the Illinois Franchise Disclosure Act.

d. The conditions under which your Franchise Agreement can be terminated and your rights upon nonrenewal may be affected by Sections 19 and 20 of the Illinois Franchise Disclosure Act.

Illinois – Addendum to the Franchise Agreement

The Huntington Learning Centers, Inc. Franchise Agreement between Huntington Learning Centers, Inc. (“Franchisor”) and ___________________________ (“Franchisee”) dated _____________________ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “State Addendum”):

Illinois law governs the Franchise Agreement(s).

In conformance with section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void, However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41, of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Maryland – Addendum to the Disclosure Document

As to franchises governed by the Maryland Franchise Registration and Disclosure Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. Item 5 is modified to provide, “Based upon our financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by you to us shall be deferred until we complete our pre-opening obligations under the Franchise Agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.”

2. Item 17 is modified to provide as follows: "This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable."

3. Item 17(b) is modified to also provide, “The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.”

4. Item 17(h) is modified to also provide, "The provision in the Franchise Agreement that provides that we may terminate the agreement upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.)."

5. Item 17(u) is modified to also provide, "A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law."

6. Item 17(v) is modified to also provide, "Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise."

7. All representations (including the Franchisee Disclosure Questionnaire) requiring prospective franchisees to assent to a release, estoppel or waiver or liability are not intended to nor shall they act as a release, estoppel or waiver of liability incurred under the Maryland Franchise Registration and Disclosure Law.

Maryland Addendum to the Franchise Agreement

The Huntington Learning Centers, Inc. Franchise Agreement between Huntington Learning Centers, Inc. ("Franchisor") and ___________________________ ("Franchisee") dated _____________________ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

All representations requiring prospective franchisees to assent to a release, estoppel or waiver or liability are not intended to nor shall they act as a release, estoppel or waiver of liability incurred under the Maryland Franchise Registration and Disclosure Law.

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by you to us shall be deferred until we complete our pre-opening obligations under the Franchise Agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise."

Minnesota – Addendum to the Disclosure Document

As to franchises governed by the Minnesota franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

- Minn. Stat. §80C.21 and Minn. Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14 Subds. 3, 4, and 5 that require (except in certain specified cases), that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and that consent to the transfer of the franchise will not be unreasonably withheld.
- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes 80C.12, Subd. 1(g).

- Any release required as a condition of renewal, sale and/or transfer/assignment will not apply to the extent prohibited by applicable law with respect to claims arising under Minn. Rule 2860.4400D.
- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

TERRITORY AMENDMENT TO THE HUNTINGTON LEARNING CENTERS, INC. FRANCHISE AGREEMENT REQUIRED BY THE STATE OF MINNESOTA

In recognition of the requirements of the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22, and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the Huntington Learning Centers, Inc. Franchise Agreement (the "Franchise Agreement") agree as follows:

1. Paragraphs 3.1, 14.2, and 15.2 of the Franchise Agreement shall be supplemented by the addition of the following language at the end of each Paragraph: With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subds. 3, 4, and 5, which require (except in certain specified cases) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement; and that consent to the transfer of the franchise will not be unreasonably withheld.
2. Paragraph 9.3 of the Franchise Agreement shall be supplemented by the addition of the following language at the end of the Paragraph: If the Franchisor determines that you have used the Marks in accordance with this Agreement, the Franchisor will defend you against any third-party claim, suit, or demand arising out of your use of the Marks, and the cost of the defense, including the cost of any judgment or settlement, will be borne by the Franchisor. Nothing in this Agreement, however, obligates the Franchisor to defend you against a third-party claim of prior use.
3. Paragraph 24.1 of the Franchise Agreement shall be supplemented by the addition of the following language at the end of the Paragraph: Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
4. Paragraph 24.4 of the Franchise Agreement shall be supplemented by the addition of the following language at the end of the Paragraph: Pursuant to Minn. Stat. §80C.17 (subd.5), this Paragraph 24.4

shall not in any way abrogate or reduce the time period for bringing a civil action under Minn. Stat.§80C.17.

5. Paragraph 24.5 of the Franchise Agreement shall be deleted in its entirety and have no force or effect.

Each provision of this Territory Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22, and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, are met independently without reference to this Territory Amendment.

New York – Addendum to the Disclosure Document

As to franchises governed by the New York franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT 1 OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NYS DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, N.Y. 10005.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3: Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law, fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4: Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5: The Initial Franchise Fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**": However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**": You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), titled "**Assignment of contract by franchisor**": However, no assignment will be made except to an assignee who, in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**," and Item 17(w), titled "**Choice of law**": The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

North Dakota – Addendum to the Disclosure Document

The following is added to Section 5A of the Franchise Disclosure Document: Initial franchise fees are deferred until the Franchisor has performed all initial obligations owed the Franchisee and the Franchisee has commenced doing business. This financial assurance requirement is imposed by the North Dakota Securities Department based on our financial condition.

As to franchises governed by the North Dakota franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

Restrictive Covenants: To the extent that covenants not to compete apply to periods after the term of the franchise agreement, they are generally unenforceable under North Dakota law.

Applicable Laws: North Dakota law will govern the franchise agreement.

Waiver of Trial by Jury: Any waiver of a trial by jury will not apply to North Dakota Franchises.

Item 17(i) of the Disclosure Document, Section 15 of the Franchise Agreement and Section 5 of the Development Agreement requires the franchisee to consent to termination or liquidated damages. The

Commissioner has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

Waiver of Exemplary & Punitive Damages: Any waiver of punitive damages will not apply to North Dakota Franchisees.

General Release: Any requirement that the franchisee sign a general release upon renewal of the franchise agreement does not apply to franchise agreements covered under North Dakota law.

Enforcement of Agreement: Any requirement in the Franchise Agreement that requires the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement is void. Instead, the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

Rhode Island – Addendum to the Disclosure Document

As to franchises governed by the Rhode Island Franchise Investment Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

Item 17(m) of the Disclosure Document is revised to provide: Section 19-28.1-14 of the Rhode Island Franchise Investment Act prohibits a franchisee to be restricted in choice of jurisdiction or venue. To the extent any such restriction is purported to be required by us, it is void with respect to all franchisees governed under the laws of Rhode Island.

Item 17(w) of the Disclosure Document is revised to provide: Rhode Island law applies.

Virginia – Addendum to the Disclosure Document

As to franchises governed by the Virginia Retail Franchising Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

Item 17: Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause or to use undue influence to induce a franchisee to surrender any rights given to him by any provision contained in the franchise.

Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act (“Act”), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

These provisions supersede any conflicting provisions in the Disclosure Document.

Virginia – Addendum to the Francise Agreement

Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act (“Act”), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

These provisions supersede any conflicting provisions in the Disclosure Document.

Washington – Addendum to the Franchise Disclosure Document, The Franchise Agreement, and All Related Agreements

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. Conflict of Laws. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.
2. Franchisee Bill of Rights. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. Site of Arbitration, Mediation, and/or Litigation. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
4. General Release. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. Statute of Limitations and Waiver of Jury Trial. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. Transfer Fees. Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. Termination by Franchisee. The franchisee may terminate the franchise agreement under any grounds permitted under state law.
8. Certain Buy-Back Provisions. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term

of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. Fair and Reasonable Pricing. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).
10. Waiver of Exemplary & Punitive Damages. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).
11. Franchisor's Business Judgement. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.
12. Indemnification. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.
13. Attorneys' Fees. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.
14. Noncompetition Covenants. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.
15. Nonsolicitation Agreements. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.
16. Questionnaires and Acknowledgments. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

17. Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).
18. Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.
19. Item 5 of the FDD is hereby amended to add the following language to the end of the disclosure:

    "*Specifically, it will vary based on the type of Franchised Brokerage we grant you the right to operate.*"

20. Item 6 and Item 8 of the FDD, along with the applicable provisions in the Franchise Agreement, are hereby amended to delete the charge of the 18% in connection with obtaining insurance on your behalf and replacing it with the right to seek reimbursement of our actual costs incurred in connection with obtaining insurance on your behalf (in addition to the premium amount).
21. Item 12 of the FDD is hereby amended to add the following language at the end of the disclosure:

    "*Currently, we do not have a system in place for resolving conflicts for back-office support or shared marketing activities because no conflicts of that nature have arisen. We will revisit the policy in the event a conflict arises.*"

22. Item 17 of the FDD, along with the applicable provisions in the Franchise Agreement, are hereby amended to revise the option to purchase the assets of the Franchise upon a refusal to renew the Franchise Agreement or termination of the Franchise Agreement. Specifically, to the extent required by RCW 19.100.180(2)(i), we shall purchase, at fair market value at the time of expiration, the following items of the Franchised Brokerage upon our refusal to renew the Franchise Agreement: inventory, supplies, equipment, and furnishings purchased from us, and goodwill, exclusive of personalized materials which have no value to us, and inventory, supplies, equipment, and furnishings not reasonably required in the conduct of the Franchised Brokerage: PROVIDED, That compensation need not be made to you for goodwill if (i) you have been given one year's notice of nonrenewal and (ii) we agree in writing not to enforce any covenant which restrains you from competing with us: PROVIDED FURTHER, That we may offset against amounts owed to you under this subsection any amounts owed by you to us. Furthermore, upon termination of the Franchise Agreement for good cause, we shall purchase from you at a fair market value at the time of termination, your inventory and supplies, exclusive of (i) personalized materials which have no value to us; (ii) inventory and supplies not reasonably required in the conduct of the Franchised Brokerage; and (iii) if you are to retain control of the premises of the Franchised Brokerage, any inventory and supplies not purchased from us or on our express requirement: PROVIDED, That we may offset against amounts owed to you under this subsection any amounts owed by you to us.
23. Section 14(e) of the Franchise Agreement is hereby amended by deleting the last sentence.
24. For the avoidance of doubt, nothing in Section 19(f) of the Franchise Agreement is intended

to, or will, waive any rights you have under RCW 19.100.180.

25. The Sample General Release Agreement in Exhibit D1 is hereby revised to state that it does not apply to claims arising under the Franchise Investment Protection Act, chapter 19.100 RCW, or any rules or order adopted thereunder in accordance with RCW 19.100.220(2).

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this ___ day of ___________________ 20__.

______________________________________	______________________________________
Signature of Franchisor Representative	Signature of Franchisee Representative
______________________________________	______________________________________
Title of Franchisor Representative	Title of Franchisee Representative

EXHIBIT I

TO THE HUNTINGTON LEARNING CENTERS, INC. FRANCHISE DISCLOSURE DOCUMENT

AGENTS FOR SERVICE OF PROCESS AND STATE FRANCHISE ADMINISTRATORS

State	Our Agent for Service of Process	State Franchise Administrators
California	Commissioner of Corporations; Department of Business Oversight; 320 West 4th Street; Suite 750; Los Angeles, CA 90013; 1-866-275-2677	Commissioner of Corporations; Department of Business Oversight; 320 West 4th Street; Suite 750; Los Angeles, CA 90013; webmaster@corp.ca.gov; 1-866-275-2677
Hawaii	Director of Commerce and Consumer Affairs; Business Registration Division; 335 Merchant Street; Honolulu, HI 96813	Director of Commerce and Consumer Affairs; 10335 Merchant Street; Honolulu, HI 96813; Ph: 808-586-2744
Illinois	Attorney General of the State of Illinois; 500 South Second Street; Springfield, IL 62706	Illinois Attorney General; Franchise Division; 500 South Second Street; Springfield, IL 62706; Ph: 217-782-1090
Indiana	Securities Commissions; Indiana Securities Division; Secretary of State; 302 West Washington Street; Room E-111; Indianapolis, IN 46204	Secretary of State; Franchise Section; 302 West Washington Street; Room E-111; Indianapolis, IN 46204; Ph: 317-232-6681; Fax: 317-233-3675
Kentucky	Commonwealth of Kentucky; Office of the Attorney General; Consumer Protection Division; 1024 Capital Center Drive; Suite 200; P.O. Box 2000; Frankfort, KY 40602	Commonwealth of Kentucky; Office of the Attorney General; Consumer Protection Division; 1024 Capital Center Drive; P.O. Box 2000; Frankfort, KY 40602; Ph: 502-696-5300
Maryland	Maryland Commissioner of Securities; 200 Saint Paul Place; Baltimore, MD 21202-2021; securities@oag.state.md.us	Office of the Attorney General; Securities Division; 200 Saint Paul Place; Baltimore, MD 21202-2021; Ph: 410-576-7042
Michigan	Franchise Administrator; Consumer Protection Division, Franchise Unit; Michigan Department of Attorney General; G. Mennen Williams Building; 525 W. Ottawa Street; P.O. Box 30212; Lansing, MI 48909	Franchise Administrator; Consumer Protection Division, Franchise Unit; G. Mennen Williams Building; 525 W. Ottawa Street; P.O. Box 30212; Lansing, MI 48909; Ph: (517) 373-7117
Minnesota	Minnesota Department of Commerce; 85 7th Place East, Suite 280; St. Paul, MN 55101; Securities.commerce@state.mn.us	Minnesota Department of Commerce; Securities Unit; 85 7th Place East, Suite 280; St. Paul, MN 55101; General.commerce@state.mn.us; Ph: 651-539-1600 Commissioner of Commerce
Nebraska	Nebraska Department of Banking and Finance; Bureau of Securities/Financial Institutions Division; Commerce Court; 1230 “O” Street; Suite 400; Lincoln, NE 68508; P.O. Box 95006	Nebraska Department of Banking and Finance; Bureau of Securities/Financial Institutions Division; Commerce Court; 1230 “O” Street; Suite 400; Lincoln, NE 68508; Ph: 402-471-2171
New York	Secretary of State; The Division of Corporations; One Commerce Plaza; 99 Washington Avenue; Albany, NY 12231-0001	New York State Department of Law; Bureau of Investor Protection and Securities; 28 Liberty Street; New York, NY 10005; Ph: 212-416-8211
North Dakota	Securities Commissioner; Office of Securities Commissioner; Capitol Bldg., 5th Floor; 600 East Boulevard Avenue; Bismarck, ND 58505	Securities Commissioner; Office of Securities Commissioner; Capitol Bldg., 5th Floor; 600 East Boulevard Avenue; Bismarck, ND 58505; ndsecurities@nd.gov; Ph: 701-328-2910

State	Our Agent for Service of Process	State Franchise Administrators
Rhode Island	Director of Business Regulation; Department of Business Regulation; Building 69-1; John O. Pastore Center; 1511 Pontiac Avenue; Cranston, Rhode Island 02920	Associate Director and Superintendent of Securities; Division of Securities; Building 69-1; 1511 Pontiac Avenue; Cranston, Rhode Island 02910; Ph: 401-462-9500; Fax: 401-462-9532
South Dakota	Director of Division of Securities; Division of Securities; 124 S. Euclid Avenue, Suite 104; Pierre, SD 57501	Franchise Administrator; Division of Securities; 124 S. Euclid Avenue, Suite 104 Pierre, SD 57501; Ph: 605-773-4823; Fax: 605-773-5953
Texas	Statutory Document Section; Secretary of State; 1019 Brazos; Austin, Texas 78701	Statutory Document Section; Secretary of State; 1019 Brazos; Austin, Texas 78701; register@sos.state.tx.us; Ph: 512-463-5561; Fax: 512-463-5569
Virginia	Clerk; State Corporation Commission; 1300 East Main Street, 1st Floor; Richmond, VA 23219	Chief Examiner; State Corporation Commission; Tyler Building; 1300 East Main Street, 9th Floor; Richmond, VA 23219; Ph: 804-871-9967
Washington	Director of Financial Institutions; Department of Financial Institutions; Securities Division – 3rd Floor; 150 Israel Road, S.W.; Tumwater, Washington 98501	Securities Division, Department of Financial Institutions, PO Box 41200, Olympia, WA 98504-1200
Wisconsin	Securities Administrators; Franchise Registration Division; Office of the Wisconsin Commissioner of Securities; 4822 Madison Yards Way, North Tower; Madison, WI 53702	Franchise Registration Division; Office of the Wisconsin Commissioner of Securities; 4822 Madison Yards Way, North Tower; Ph: 608-266-2139

EXHIBIT J

TO THE HUNTINGTON LEARNING CENTERS, INC. FRANCHISE DISCLOSURE DOCUMENT

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT K

TO THE HUNTINGTON LEARNING CENTERS, INC. FRANCHISE DISCLOSURE DOCUMENT

RECEIPTS

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all agreements carefully.

If Huntington Learning Centers, Inc. (the "Franchisor", "we", "us", "our") offers you a franchise, we must provide this Franchise Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make payment to, us or an affiliate in connection with the proposed franchise sale.

State timing controls: Where required by state law, we must provide this franchise disclosure document to you at the earlier of the first personal meeting or 10 business days before signing or making a payment to us (New York and Rhode Island), and at least 10 business days before signing or making a payment to us (Michigan, Washington, and Wisconsin).

If we do not deliver this Franchise Disclosure Document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and your state agency listed in Exhibit I to this Franchise Disclosure Document. We authorize the agents listed in Exhibit I to receive service of process for us.

The franchise seller(s) offering this franchise is:

Issuance Date: April 16, 2026. If the effective date of this Franchise Disclosure Document (FDD) in your state is different, it will be listed in Exhibit J. I received a FDD that included the following exhibits:

Exhibits			
A	Financial Statements	E	Start-up Package
B	Franchise Agreement with exhibits	F	Other documents
C	Omitted		F1 Huntington Manuals' table of contents
D	Other agreements and documents	G	Lists of Franchisees and Company-Owned Centers
	D1 General Release	H	State Specific Addenda
	D2 Royalty Amendment	I	Agents for Service of Process and State Franchise Administrators
	D3 Territory Amendment	J	State Effective Dates
	D4 MicroSchool Amendment	K	Receipts

Your signature	Print name
Home address	
Date	

Please sign and date this receipt and retain it for your records.

Huntington Learning Centers, Inc. Franchise Disclosure Document Receipts

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all agreements carefully.

If Huntington Learning Centers, Inc. (the "Franchisor", "we", "us", "our") offers you a franchise, we must provide this Franchise Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make payment to, us or an affiliate in connection with the proposed franchise sale.

State timing controls: Where required by state law, we must provide this franchise disclosure document to you at the earlier of the first personal meeting or 10 business days before signing or making a payment to us (New York and Rhode Island), and at least 10 business days before signing or making a payment to us (Michigan, Washington, and Wisconsin).

If we do not deliver this Franchise Disclosure Document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and your state agency listed in Exhibit I to this Franchise Disclosure Document. We authorize the agents listed in Exhibit I to receive service of process for us.

The franchise seller(s) offering this franchise is:

Issuance Date: April 16, 2026. If the effective date of this Franchise Disclosure Document (FDD) in your state is different, it will be listed in Exhibit J. I received a FDD that included the following exhibits:

Exhibits			
A	Financial Statements	E	Start-up Package
B	Franchise Agreement with exhibits	F	Other documents
C	Omitted		F1 Huntington Manuals' table of contents
D	Other agreements and documents	G	Lists of Franchisees and Company-Owned Centers
	D1 General Release	H	State Specific Addenda
	D2 Royalty Amendment	I	Agents for Service of Process and State Franchise Administrators
	D3 Territory Amendment	J	State Effective Dates
	D4 MicroSchool Amendment	K	Receipts

Your signature	Print name
Home address	
Date	

Please remove this page, sign, and date this page, and return it to Huntington Learning Centers, Inc., 496 Kinderkamack Road, Oradell, New Jersey 07649, attention Franchise Development.