FRANCHISE DISCLOSURE DOCUMENT

Goddard Franchisor LLC
A Delaware Limited Liability Company
1016 West Ninth Avenue
King of Prussia, PA 19406-3107
(800) 272-4901
sales@goddardsystems.com
www.goddardschools.com
www.goddardschool.com
www.goddardschoolfranchise.com
https://www.facebook.com/goddardschool
https://www.facebook.com/Goddardsystemsinc
www.youtube.com/goddardschool
https://twitter.com/goddardschool
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https://www.instagram.com/goddard_school/
https://www.instagram.com/goddardsystemsinc/
https://www.pinterest.com/goddardschool/
https://goddardgoods.com/
https://www.linkedin.com/company/the-goddard-school/
http://www.linkedin.com/showcase/goddardschoolfranchise/
https://www.facebook.com/GoddardSchoolFranchise
The Goddard School (u/TheGoddardSchool) - Reddit

As a **The Goddard School®** franchisee, you will operate a school offering primarily preschool learning programs and care for children between 6 weeks and 10 years old under the name **The Goddard School®**.

If you lease the school facility and the landlord constructs the improvements, the total investment necessary to begin operation of **The Goddard School®** franchise is from $1,003,500 to $1,503,000. This includes $261,500 to $368,000 that must be paid to the franchisor or affiliate. If you lease the school facility and find a building that needs improvements, the total investment necessary to begin operation of **The Goddard School®** franchise is from $1,736,500 to $5,032,000. This includes $261,500 to $368,000 that must be paid to the franchisor or affiliate. If you purchase the land and build the school facility, the total investment necessary to begin operation of **The Goddard School®** franchise is from $5,493,500 to $8,908,000. This includes $261,500 to $368,000 that must be paid to the franchisor or affiliate. We and you may choose to sign a Development Agreement under which you will develop a certain number of **The Goddard School®** franchises. We expect the Development Agreement to cover between 2 and 5 **The Goddard School®** franchises. The total investment necessary to begin operation under a Development Agreement is $125,000 to $470,000. This includes $120,000 to $450,000 that must be paid to the franchisor or affiliate.

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 Franchise Sales at 1016 West Ninth Avenue, King of Prussia, PA 19406-3107, (800) 272-4901, sales@goddardsystems.com.

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 30, 2026

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 B-1 or Exhibit B-2.
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 The Goddard School® 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 The Goddard School® franchisee?	Item 20 or Exhibit B-1 or Exhibit B-2 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.

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 F.

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.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **<u>Out-of-State Dispute Resolution</u>.** The franchise agreement and development agreement require you to resolve disputes with the franchisor by litigation only in Pennsylvania. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to litigate with the franchisor in Pennsylvania than in your own state.

2. **<u>Spousal Liability</u>.** 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 your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

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.

(THE FOLLOWING APPLIES TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY)

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.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

a. A prohibition on the right of a franchisee to join an association of franchisees.

b. A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protection provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

c. 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.

d. 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 franchise 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.

e. 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.

f. 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.

g. 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 FOLLOWING APPLIES TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY)

(1) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

(2) The fact that the proposed transferee is a competitor of the franchisor or sub-franchisor.

(3) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(4) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

h. 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).

i. 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.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding this notice should be directed to:

State of Michigan
Corporate Oversight Division
Attn: Franchise Section
670 G. Mennen Williams Building
525 W. Ottawa Street
Lansing, Michigan 48933
Telephone Number: (517) 335-7567

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APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES, IF ANY, APPEAR IN **EXHIBIT I**.

Item 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The franchisor is Goddard Franchisor LLC. For ease of reference, Goddard Franchisor LLC will be referred to as "**we**", "**us**" or "**GFL**" in this disclosure document. We will refer to the person or entity who buys the franchise as "**you**" throughout the disclosure document. We will enter into a franchise agreement with an individual or with a partnership, corporation, limited liability company or other entity. If you are an entity, each of your owners must sign the personal guaranty attached to the Franchise Agreement (the "**Personal Guaranty**"), which means that all of the provisions of the Franchise Agreement will also apply to your owners.

Franchisor, Parent, Predecessor, and Affiliates

We are a Delaware limited liability company formed on July 7, 2022. Our principal business address is 1016 West Ninth Avenue, King of Prussia, Pennsylvania 19406-3107. We do business under our entity name "Goddard Franchisor LLC." We began offering franchises for the operation of schools known as The Goddard School® ("**School**" or "**Schools**") in September 2022. We have never operated businesses of the type being offered under this disclosure document or offered franchises in any other line of business. We have no other business activities except those described in this disclosure document.

Our immediate predecessor and indirect parent company is Goddard Systems, LLC ("**Goddard Manager**"). Goddard Manager was originally incorporated in January 2002 as a Pennsylvania corporation and was converted to a Pennsylvania limited liability company in June 2022. Goddard Manager's principal business address is 1016 West Ninth Avenue, King of Prussia, Pennsylvania 19406-3107. Goddard Manager offered School franchises from March 2002 to August 19, 2022. Goddard Manager has never offered franchises in any other line of business. Except as otherwise described in this disclosure document, Goddard Manager has not engaged in any other business activities. Goddard Manager has not operated businesses of the type being offered under this disclosure document. Goddard Manager provides support and services to our franchisees under a management agreement described below.

Goddard Parent Holdings, Inc. ("**Goddard Parent**"), a Delaware corporation, is a parent company of Goddard Manager. Its principal business address is 1016 West Ninth Avenue, King of Prussia, Pennsylvania 19406-3107. Goddard Parent has never conducted a business of the type being offered under this disclosure document and has never offered franchises of the type being offered by this disclosure document or in any other line of business.

Our direct parent company is Goddard Funding LLC ("**Goddard Funding**"), a Delaware limited liability company. Goddard Funding is a direct wholly-owned subsidiary of Goddard Holding Guarantor LLC ("**Goddard Guarantor**"), a Delaware limited liability company. Goddard Guarantor is a direct wholly-owned subsidiary of Goddard Manager. The principal business address of each of Goddard Funding and Goddard Guarantor is 1016 West Ninth Avenue, King of Prussia, Pennsylvania 19406-3107. Goddard Manager's direct parent is SP Goddard Buyer LLC, a Delaware limited liability company, with a principal business address at 9 West 57th Street, 31st Floor, New York, New York 10019. On June 30, 2022, SP Goddard Buyer LLC acquired 100% of the membership interests of Goddard Manager and TGS Marketing Fund, LLC. SP Goddard Buyer LLC was formed in May 2022 and is controlled by investment funds managed by Sycamore Partners Management, L.P. ("**Sycamore**"). Sycamore has a principal business address at 9 West 57th Street, 31st Floor, New York, New York 10019. Neither Goddard Funding nor Goddard Guarantor has ever conducted a business of the type being offered by this disclosure document nor have they ever offered franchises of the type being offered by this disclosure document or in any line of business. An investment fund managed by Sycamore owns another franchisor, Playa Bowls Franchisor LLC ("**Playa Bowls**"). Playa Bowls has never conducted a business of the type being offered by this disclosure document nor has it ever offered franchises of the type being offered by this disclosure document. Playa Bowls has offered franchises for Playa Bowls® shops featuring acai bowls, pitaya bowls, coconut bowls, mango bowls, oatmeal bowls, smoothies, juices and other healthy menu items since July 2016. Playa Bowls's principal business address is 803 Ocean Avenue, Belmar, New Jersey 07719. As of December 31, 2025, there were 342 franchised and 30 affiliate-owned Playa Bowls® shops in the United States. Other than Playa Bowls® shops, Playa Bowls has not offered franchises in any other line of business.

Neither SP Goddard Buyer LLC nor Sycamore nor any of the managed investment funds have ever conducted a business of the type being offered by this disclosure document; nor have they, or any of their affiliated portfolio companies, ever offered franchises of the type being offered by this disclosure document or in any other line of business (except as disclosed above).

TGS Marketing Fund, LLC, a Pennsylvania limited liability company formed in December 2020, is our affiliate. TGS Marketing Fund, LLC's principal business address is 1016 West Ninth Avenue, King of Prussia, Pennsylvania 19406-3107, and its sole business is to administer marketing and promotional programs for The Goddard School franchise system. TGS Marketing Fund, LLC began operations in 2021. TGS Marketing Fund, LLC has never conducted a business of the type being offered under this disclosure document and has never offered franchises of the type being offered by this disclosure document or in any other line of business.

Goddard Real Estate Development Company, LLC ("**Goddard Development Company**"), a Delaware limited liability company formed in March 2024, is our affiliate. Goddard Development Company's principal business address is 1016 West Ninth Avenue, King of Prussia, Pennsylvania 19406-3107, and its sole business is to identify and secure real estate for the purpose of buying, selling, and/or leasing such real estate to third parties and/or our franchisees, along with other related services. Goddard Development Company has never conducted a business of the type being offered under this disclosure document and has never offered franchises of the type being offered by this disclosure document or in any other line of business.

Agent for Service of Process

If we have an agent for service of process in your state, we disclose that agent in **Exhibit G**.

The Securitization Transaction

As a result of a secured financing transaction which closed in August 2022 (the "**Securitization Transaction**"), Goddard Manager and its affiliates were restructured. As part of the restructuring, all Preliminary Agreements and Franchise Agreements (and all ancillary agreements) were transferred to us. As a result, we became the franchisor of the Goddard School system. Ownership and control of all U.S. trademarks and certain intellectual property relating to the operation of Schools were also transferred to us.

We became a party to a management agreement with Goddard Manager for Goddard Manager, the former franchisor of the Goddard School franchise system, to provide the required support and services to School applicants and franchisees under their Preliminary Agreements and Franchise Agreements with us. Goddard Manager also acts as our franchise sales agent. However, as the franchisor, we will be responsible and accountable to you to make sure that all services we promise to perform under the Preliminary Agreement, Franchise Agreement or other agreement you may sign with us are performed in compliance with the applicable agreement, regardless of who performs these services on our behalf.

The Business We Offer and Prior Experience

The Goddard School system was founded in 1983. The first School was opened in Malvern, Pennsylvania. Franchises were offered starting in 1988. Goddard Manager acquired the rights to the franchise system in March 2002. The Goddard School uses current, academically endorsed methods to ensure that children have fun while learning the skills they need for long-term success in school and in life.

The Goddard School franchise we offer is for the operation of a School under our form of franchise agreement (the "**Franchise Agreement**"), attached as **Exhibit C-2**, or if you are renewing your Franchise Agreement under our form of Franchise Agreement (Renewal), attached as **Exhibit C-11**. References to the Franchise Agreement in this disclosure document include references to the Franchise Agreement (Renewal) unless specifically stated. The School will conduct business under the mark "The Goddard School" and any other trademarks, trade names, service marks and related logos as may be developed and authorized for Schools (the "**Proprietary Marks**") and certain systems relating to the establishment, development and operation of a School (the "**System**"). The School will offer primarily preschool programs and care for children between 6 weeks and 10 years of age. The programs offered to a child will vary depending upon the age, skills and development of the child. The Franchise Agreement described is the one we currently offer. The various forms of agreement we and Goddard Manager have used in the past may have terms and conditions different from the current form. We also reserve the right to change the form and terms of the agreement used in the future. Because we rely on your qualifications and require that your Designated On-Site Owner be present and personally involved in the operation of the School (see Item 15), we currently require your Designated On-Site Owner be a United States citizen or have permanent legal resident status to ensure that at least one individual is capable of being present and personally involved in the operation of the School for the duration of the Franchise Agreement's term. In addition, if you are approved to have a Designated On-Site Operator for your School, at least one of your owners (if you are an entity) or at least one individual who is a party to the Franchise Agreement (if you are an individual or a group of individuals) must also be a United States citizen or have permanent legal resident status. However, we may waive this requirement in exceptional circumstances. We obtain a background check (including credit and criminal) on you and you must pay us a fee to obtain background checks on you.

The typical new School will be approximately 10,000 square feet to 12,500 square feet and will accommodate approximately 148 children or more for a 10,000 square foot School and approximately 168 children or less for a 12,500 square foot building, depending on the regulations in the particular state. Each state or local jurisdiction will make the final determination of a School's license/enrollment capacity. In certain special situations, we may approve a larger building. The School will ordinarily be open from 7 a.m. to 6 p.m. five days a week. The School must obtain a license to operate under applicable state law. In addition, the School must be operated by the Designated On-Site Owner (as defined in Item 15 below) or, if applicable, a Designated On-Site Operator (as defined in Item 15 below), one full-time director, any additional full-time directors we may deem appropriate in our sole business judgment, and sufficient trained staff to satisfy state childcare licensing requirements. We require that the full-time director(s) be someone other than a franchisee or an owner of a franchisee. We discourage franchisees (and their owners) from hiring a family member as the director. The number of teachers depends on enrollment and on the regulations in the particular state and typically ranges from 10 to 30 teachers.

Annex

We may allow franchisees to operate an annex ("**Annex**") to a School, whether attached or free-standing, in connection with the original construction or later as an expansion of the School, with our prior written approval, which we may grant or withhold in our sole business judgment. The size of an Annex can vary greatly. An Annex must meet our then current criteria for the proximity of the Annex to the School. An Annex is considered to form a part of the associated School and will be subject to the terms of the Franchise Agreement regarding the development and operation of the School. An Annex will be integrated with the operation of the associated School to add facilities and may not operate as a stand-alone School. A School may have only one associated Annex unless we grant written approval in our sole business judgment. No separate Franchise Agreement will be signed for an Annex. You and we will enter into an amendment to the Franchise Agreement for any Annex we approve to identify the Annex and confirm that the Annex will be governed under the Franchise Agreement (and not under a separate franchise agreement), except for certain provisions that do not apply to an Annex and for certain other provisions that will be added by the amendment that will apply only to the Annex. The form of amendment adding each approved Annex to the Franchise Agreement will be substantially in the form of our Amendment to Franchise Agreement (Annex) attached as **Exhibit C-7** ("**Annex Amendment**"). Before you open the Annex, you must obtain our approval of your proposed programming, equipment and the age ranges you will serve. You may not change your programming or the age ranges you serve without our prior written consent.

We previously, but no longer, allowed franchisees to operate a satellite location (subject to our prior written approval) that met our then current criteria, including certain limitations on proximity to the associated School and programming, pursuant to a satellite amendment to the Franchise Agreement. If you are signing a Franchise Agreement upon renewal and you have an existing satellite location, we will treat that satellite location as an Annex upon renewal and require you to sign an Annex Amendment for that location.

We may instead of allowing you to add an Annex by amendment to your existing Franchise Agreement, in our sole business judgment, require that you enter into our then-current form of the Franchise Agreement (or the then-current form of the Franchise Agreement (Renewal) attached as **Exhibit C-11**)) for the remaining term of your Franchise Agreement, together with the applicable Annex Amendment.

If the location of the Annex is not identified at the time we and you enter into the Annex Amendment, the location will be selected and approved under the terms of the applicable Franchise Agreement and the applicable Annex Amendment. The approved location will then be designated by an amendment to the applicable Annex Amendment. You may not relocate any Annex except with our prior written consent.

We and you may provide in the Annex Amendment that the term of operation of any Annex may be for less than the full remaining term of your Franchise Agreement as long as you operate the associated School at all times during the full term of the Franchise Agreement. If we and you agree to limit the term of operation of any Annex, you will enter into a lease or other occupancy agreement for the Annex for the reduced term. Your right to operate any Annex will terminate or expire when the Franchise Agreement terminates or expires (or earlier if provided in the Annex Amendment). We typically do not require that you enter into a Preliminary Agreement for the development of an Annex. Subject to the requirements for renewal in the Franchise Agreement, your right to operate an Annex will renew in connection with the renewal of the Franchise Agreement for the associated School. You will also sign the Annex Amendment in connection with the Franchise Agreement (Renewal) attached as **Exhibit C-11** for the renewal of the Franchise Agreement for the associated School.

In this disclosure document and in the Franchise Agreement, except where distinctions are specifically noted or the context may require, references to a "School" include the School you develop at the initial location stated in the Franchise Agreement, and if applicable, an Annex together with the associated School.

Preliminary Agreement

In most instances, but not for an Annex, we will enter into a preliminary agreement with you individually (and your spouse) for a franchise (the "**Preliminary Agreement**") under which you will have the right to secure a site for the operation of a School in exchange for your payment of an initial deposit of $30,000. You will then sign and return the Franchise Agreement before we provide you with access to our initial training program. The Franchise Agreement you will sign will be our then-current form of Franchise Agreement. The form of Preliminary Agreement you must sign is attached as **Exhibit C-1**. The Preliminary Agreement will typically not refer to any proposed Annex, the initial deposit will not pertain to any Annex, and you typically will not enter into a Preliminary Agreement for the addition of any Annex to the Franchise Agreement. The initial deposit of $30,000 is non-refundable except we may elect in our sole business judgment to refund all or some portion of the initial deposit if we terminate the Preliminary Agreement and you met your obligations under the Preliminary Agreement including closely adhering to our processes for site development, and you satisfy our conditions, as described in Item 5. If you purchase the assets of an existing Goddard School franchise and do not wish to proceed under the Preliminary Agreement, we may, within our sole business judgment, apply the initial deposit towards fees you owe to us in connection with the transfer, provided you meet all of our requirements, including making all payments in connection with the purchase of the assets of the existing franchisee.

We or an affiliate may offer for sale or lease a company-owned or affiliate-owned School or a School under construction or in the pre-construction phase as a franchise. The purchase price or rental for the School will vary depending upon a number of factors, including pre-opening hiring and marketing activities, whether the unit is under construction, the amount of construction already performed or the length of time the unit has been open and operating. You may not negotiate the lease agreement terms if you purchase one of these Schools.

If you lease the School premises, including any Annex, you and the landlord must sign the Rider to Lease and Collateral Assignment in the form we require. (Section 6A of the Franchise Agreement). A copy of our current Rider to Lease and Collateral Assignment is attached as **Exhibit C-12** to this disclosure document. If you or an entity you control own the School premises, including if you or the entity purchase the land and build the facility for the School or acquire the School premises, including any Annex, during the term of the Franchise Agreement, you (or your affiliated entity) must sign an option to lease agreement and right of first refusal in the form we require. (Section 6A of the Franchise Agreement). A copy of our current Option to Lease Agreement and Right of First Refusal is attached as **Exhibit C-13** to this disclosure document.

Real Estate Support Program

Our affiliate, Goddard Development Company, offers a structured real estate development support program (the "**Real Estate Support Program**") intended to support our franchisees in the identification, development, and opening of approved School locations. Your participation in the Real Estate Support Program does not assure that a School will open within any particular timeframe or at any specific cost. The Real Estate Support Program does not currently apply to Annexes.

Under the Real Estate Support Program, a third-party real estate developer that we or Goddard Development Company approve (the "**Real Estate Developer**") may be responsible for acquiring the site, financing and managing construction, and leasing the completed site to you. The Real Estate Developer will not be our affiliate and will not act on our or any of our affiliates' behalf. Neither we nor Goddard Development Company guarantee the Real Estate Developer's performance, financial condition, or ability to complete construction or deliver the site. You should independently evaluate the Real Estate Developer and the terms of any transaction before proceeding.

The Real Estate Developer will commit to the site by executing a letter of intent and purchase and sale agreement that Goddard Development Company or the Real Estate Developer negotiates (or, if applicable, receiving an assignment of those documents from Goddard Development Company). The Real Estate Developer is solely responsible for completing all due diligence on the site (including zoning, entitlement, survey, title, and environmental matters), closing on the acquisition of the property, financing and managing pre-construction and construction activities in compliance with our standards and prototype requirements, and leasing the completed site to you. The Real Estate Developer must follow all of our and Goddard Development Company's policies, including use of our approved or designated third-party pre-construction vendors, inclusion of our approved general contractors in the bidding process, and adherence to our standardized School prototype.

If you participate in the Real Estate Support Program, Goddard Development Company will provide real-estate related administrative coordination and oversight functions, which may include: (a) preliminary identification and evaluation of potential sites; (b) presentation of site approval materials to you and the Real Estate Developer; (c) preparation and negotiation of certain documents using standardized forms, which will be executed by the Real Estate Developer, assigned to the Real Estate Developer, or presented to you for review and execution, as applicable, including: (i) a letter of intent for the purchase of the real estate, the current form of which is attached as **Exhibit D-1** to this disclosure document (the "**Letter of Intent**"), which will be executed by the Real Estate Developer (either directly or following an assignment from Goddard Development Company); (ii) a real estate purchase and sale agreement, the current form of which is attached as **Exhibit D-2** to this disclosure document (the "**Real Estate Purchase Agreement**"), which will be executed by the Real Estate Developer (either directly or following an assignment from Goddard Development Company); (iii) an assignment and assumption of the Real Estate Purchase Agreement, the current form of which is attached as **Exhibit D-3** to this disclosure document (the "**Assignment**"), which will be executed by the Real Estate Developer to assume the Real Estate Purchase Agreement (if applicable); (iv) a lease agreement for the site between the Real Estate Developer (as landlord) and you (as tenant), the current form of which is attached as **Exhibit D-4** to this disclosure document (the "**Lease**"); and (v) a project management agreement between you, Goddard Development Company, and an approved or designated third-party project management provider, the current form of which is attached as **Exhibit D-5** to this disclosure document (the "**Project Management Agreement**" and, together with the Letter of Intent, the Real Estate Purchase Agreement, the Assignment, and the Lease, collectively, the "**Real Estate Documents**"); (d) coordination of site negotiations; (e) coordination of pre-construction and construction activities through the Real Estate Developer and an approved third-party project management provider, which may include facilitating communication among vendors, monitoring schedules, administering approved change orders within defined limits, and reporting progress (which does not eliminate your or the Real Estate Developer's responsibility for construction quality, budgeting decisions, cost overruns, permitting delays, safety conditions, or compliance with applicable laws); (f) monitoring progress toward key development milestones; and (g) setting standards for the development process (including required use of approved or designated architects, sign vendors, permit expeditors, and general contractors). We and Goddard Development Company have the right to determine the sequencing, timing, scope, and manner in which these support services are provided, and certain services may be performed concurrently or not at all depending on project circumstances.

Goddard Development Company's role under the Real Estate Support Program is limited to coordination, standard-setting, and monitoring progress. Your participation in the Real Estate Support Program does not transfer ownership, financial responsibility, or ultimate decision-making authority for your School to us or Goddard Development Company. You will remain solely responsible for (a) securing all financing for your School; (b) entering into and performing under the Lease, loan documents, Project Management Agreement, and all other development agreements and construction contracts; (c) compliance with all applicable laws and regulations; and (d) all risks associated with site development and construction, including the Real Estate Developer's performance. Goddard Development Company does not provide legal, financial, real estate brokerage, engineering, architectural, or investment advice. You must retain your own independent legal counsel and financial advisors to review and advise you regarding the Lease, loan documents, and all other transaction documents before execution. You will be actively involved in all phases of real estate development, review required materials and information to make informed decisions, and make all decisions based on your own judgment after consultation with your independent legal and financial advisers.

You will review the site approval package and participate in Lease negotiations, and you must approve and accept the final Lease before execution. You will execute the Lease directly with the Real Estate Developer. You will also enter into the Project Management Agreement described above. You are not required to proceed with any site, Lease or Real Estate Developer presented to you through the Real Estate Support

Program. You may decline to proceed if the terms are unacceptable to you. Our involvement in site and Lease coordination is intended solely to facilitate efficiency in the development process and should not be relied upon as a substitute for your independent legal or financial review.

We require all of our new franchisees to participate in the Real Estate Support Program, unless we approve an exception in writing for a School. Exceptions may be considered only for new franchisees that demonstrate, in our judgment, sufficient experience, financial capacity, and operational resources to independently manage the site selection, development, and construction process in compliance with our then-current standards. Any exception may be subject to conditions we determine, may be revoked if circumstances change, and does not create any ongoing or future entitlement to exceptions for other Schools. If we grant an exception for 1 franchisee or site, we are not required to grant an exception for any other franchisee or site. Our existing franchisees may request to participate in the Real Estate Support Program if they develop additional Schools, subject to our approval, but are not required to participate.

Construction and development inherently involve risks, including delays, defects, cost increases, and third-party claims, all of which remain your responsibility. We also do not guarantee that a suitable site will be identified through the Real Estate Support Program, that a Real Estate Developer will be available or willing to develop a particular site, that financing or permits will be obtained, that construction will be completed within any estimated timeframe, or that the cost of development will not exceed estimates. All schedules, budgets, and timelines are estimates only and may be affected by factors beyond our, Goddard Development Company's, or the Real Estate Developer's control.

Development Agreement

We and you may sign the Development Agreement attached as **Exhibit C-3** (the "**Development Agreement**") under which you will sign franchise agreements for and develop a specified number of Schools to be located within a specifically described geographic territory (the "**Development Area**"). Before you sign the Development Agreement, we and you will agree to the Development Area, the number of Schools you must open in the Development Area, and the timeframe within which you must open each School (the "**Development Schedule**"). You will sign our then current form of franchise agreement, which may differ from the Franchise Agreement included in this disclosure document, for each School developed under the Development Agreement. However, for each franchise agreement that the Development Agreement covers, the initial license fee and royalty fee will not exceed the amounts under the Franchise Agreement included in this disclosure document.

As of December 31, 2025, Goddard Manager did not own or operate any Schools. We have never owned or operated any Schools. We may, under certain circumstances, operate an existing School on a temporary basis. As of December 31, 2025, none of our affiliates owned or operated any Schools.

The Market and Competition

The services provided by a School are used primarily by families where the parents work outside of the home. You will have to compete with other businesses performing similar services, including local, independently owned daycare centers or similar operations, publicly funded preschool or pre-kindergarten programs, and other regional and national chains offering similar facilities or programs to children. We believe that our franchisees will be able to compete with other businesses providing these services as a result of the System, the marketing and promotional programs used to promote the School and the training we provide to you. However, an investment in a School, like any other business, involves business risks and the success of the franchise will be primarily dependent on your business abilities and your efforts. We do not warrant, represent or guarantee that any specific location will be successful or that you will achieve any specific sales or profit level or break even.

Applicable Laws and Regulations

Each state has laws and/or regulations which are specific to the childcare industry and to education. These laws and/or regulations may include licensing requirements; "star" ratings or a point system to designate the quality of the facility; specified minimum indoor and outdoor physical facilities and equipment; personnel screening obligations involving background checks and criminal records checks; personnel credentials, age restrictions and training requirements; obligations to report evidence of child abuse and neglect; food service requirements; requirements that structures provide shade; a prohibition on advertising before the operator is licensed or the business opens; and record keeping. You must investigate, keep informed of and comply with these laws as well as other federal, state and local laws regulating childcare and education in the operation and construction of your School. Each jurisdiction also will make the final determination of a School's license/enrollment capacity.

In addition, you should be aware that there are other general laws and regulations that apply to your School's operation and construction, and you should also make further inquiries to find out about these laws and regulations as part of your decision-making process. The laws and regulations may change from year to year. They include the Americans with Disabilities Act and other federal and state laws relating to employees and customers with disabilities; the Fair Labor Standards Act, the Occupational Safety and Health Act and other federal and state laws governing minimum wage, overtime, working conditions and other employment-related subjects; Title VII of the Civil Rights Act, the Equal Employment Opportunity Act and other federal and state laws relating to discrimination and harassment; laws governing various other matters, such as customer and employee privacy; access to or deletion of personal information; cyber security, data security, data privacy and security breaches; laws applicable to health, sanitation, smoking, safety, fire and other matters; tax laws; environmental laws; and laws relating to citizenship or immigration status. If you accept payment by credit or debit card, you must comply with the Payment Card Industry Data Security Standard ("**PCI**") established by the major credit card brands to ensure that merchants securely store, process, and transmit customer credit card information.

Item 2

BUSINESS EXPERIENCE

President and Chief Executive Officer: Darin Harris

Mr. Harris has been our and Goddard Manager's President and Chief Executive Officer since April 2025. Mr. Harris has also been Chairman of the Board of Goddard Manager since April 2025. Previously, he was Chief Executive Officer of Jack in the Box in San Diego, California from June 2020 to March 2025.

Chief Financial Officer, Treasurer and Secretary: Timothy J. Dwyer

Mr. Dwyer has been our Chief Financial Officer, Treasurer and Secretary since August 19, 2022. Mr. Dwyer has also been Senior Vice President, Chief Financial Officer, Secretary and Treasurer of Goddard Manager since January 2021 and a Director or Manager and Vice President of Goddard Manager since April 2018.

<u>Chief Legal Officer: Cynthia Turner</u>

Ms. Turner has been our Chief Legal Officer since August 19, 2022. Ms. Turner has also been Senior Vice President, Chief Legal Officer of Goddard Manager since February 2020.

<u>Senior Vice President, Chief Academic Officer of Goddard Manager: Dr. Lauren Loquasto</u>

Dr. Loquasto has been Chief Academic Officer of Goddard Manager since April 2022. She served as the Vice President of Education for Primrose Schools Franchising Company in Atlanta, Georgia from February 2018 until April 2022.

<u>Senior Vice President, Chief School Support Services Officer of Goddard Manager: Jacqueline Burls</u>

Ms. Burls has been Senior Vice President, Chief School Support Services Officer of Goddard Manager since November 2020.

<u>Senior Vice President, Chief Marketing Officer of Goddard Manager: Marcel Nahm</u>

Mr. Nahm has been Senior Vice President, Chief Marketing Officer of Goddard Manager since January 2022. Mr. Nahm served as the Senior Vice President of Focus Brands in Atlanta, Georgia from May 2018 to October 2021.

<u>Senior Vice President, Chief Development Officer of Goddard Manager: Matthew Zaia</u>

Mr. Zaia has been Senior Vice President, Chief Development Officer of Goddard Manager since February 2023. Mr. Zaia served as Vice President of Development and Franchising for Restaurant Brands International in Miami, Florida from May 2022 to February 2023. He served as Vice President, Development of Domino’s Pizza, LLC in Ann Arbor, Michigan from December 2020 to May 2022.

<u>Senior Vice President, Chief Information Officer of Goddard Manager: Dr. Ali M. Tafreshi</u>

Mr. Tafreshi has been Senior Vice President, Chief Information Officer of Goddard Manager since March 2024. Mr. Tafreshi served as Chief Information Officer of Authority Brands in Columbia, Maryland from December 2019 to March 2024.

<u>Chief Growth Officer of Goddard Manager: Tim Linderman</u>

Mr. Linderman has been Chief Growth Officer of Goddard Manager since June 2025. Mr. Linderman served as Senior Vice President, Chief Development Officer of Jack In The Box in San Diego, California from October 2020 to June 2025.

<u>Vice President of Franchise Sales of Goddard Manager: Kevin Brickner</u>

Mr. Brickner has been Vice President of Franchise Sales of Goddard Manager since July 2022. Mr. Brickner served as Senior Vice President of Franchise Sales of Wyndham Hotels and Resorts in Parsippany, New Jersey from April 2015 to July 2022.

<u>Vice President of Digital Marketing of Goddard Manager: Keith Stewart</u>

Mr. Stewart has been Vice President of Digital Marketing of Goddard Manager since August 2023. From March 2020 through August 2023, Mr. Stewart was the Vice President of Marketing for Sodexo in Gaithersburg, Maryland.

Vice President of Field Operations of Goddard Manager: Doug Lorimer

Mr. Lorimer has been Vice President of Field Operations of Goddard Manager since April 2024. From July 2020 through March 2024, Mr. Lorimer was the Field Vice President for McDonalds in Irvine, California. From April 2021 through June 2022, Mr. Lorimer was the Field Vice President for McDonalds in Nashville, Tennessee.

Corporate Counsel of Goddard Manager: Ashley Veltman

Ms. Veltman has been Corporate Counsel of Goddard Manager since September 2024. From August 2022 through September 2024, Ms. Veltman was the Associate Attorney for Eastman & Smith, Ltd in Toledo, Ohio. From May 2020 through August 2022, Ms. Veltman was the Corporate Counsel for Marco's Franchising, LLC in Toledo, Ohio.

Director of Early Childhood Education Programs of Goddard Manager: Karie Ann Middleton

Ms. Middleton assumed her current role at Goddard Manager in January 2024. Previously, she was Goddard Manager's Director of Early Childhood Research and Innovation from August 2022 to December 2023 and Goddard Manager's Manager, Program Quality and Accreditation from March 2019 to August 2022.

Director of Business Operations of Goddard Manager: Linda Labs

Ms. Labs has been Director of Business Operations of Goddard Manager since January 2020.

Director of Real Estate of Goddard Manager: Greg Rees

Mr. Rees has been Director of Real Estate of Goddard Manager since March 2022. Mr. Rees was previously the Director of Real Estate and Construction of WOWorks in Conshohocken, Pennsylvania from January 2020 through March 2022.

Director of Real Estate of Goddard Manager: Ken Guevara

Mr. Guevara has been Director of Real Estate of Goddard Manager since May 2025. Mr. Guevara served as Senior Manager, Real Estate of Goddard Manager from June 2023 to May 2025. He served as Senior Manager for Domino's Pizza in Ann Arbor, Michigan from October 2014 to June 2023.

Director of Franchise Financing of Goddard Manager: Crystal L. Keehn

Ms. Keehn has been Director of Franchise Financing of Goddard Manager since January 2016.

Director, Health and Safety of Goddard Manager: Janet Lennon

Ms. Lennon has been Director, Health and Safety of Goddard Manager since March 2023. Previously, she was Manager of Health and Safety of Goddard Manager from January 2016 to March 2023.

Director of Regional Operations of Goddard Manager: Bill Adams

Mr. Adams has been Director of Regional Operations of Goddard Manager since May 2025. Previously he was Vice President of Operations of Sahaj Foods, LLC in Chadds Ford, Pennsylvania from May 2024 through May 2025. He served as Director of Franchise Operations of The Honey

Baked Ham in Alpharetta, Georgia from December 2022 to January 2024. He served as Chief Operating Officer of CNS Companies in Lititz, Pennsylvania from January 2024 to May 2024. He served as Director of Franchise Operations of Inspire Brands, in Atlanta, Georgia from January 2016 to December 2022.

Director of Regional Operations of Goddard Manager: Mark Garra

Mr. Garra has been Director of Regional Operations of Goddard Manager since March 2023. Mr. Garra served as Regional Manager of Operations of Goddard Manager from August 2021 to March 2023. He served as District Manager of Starbucks Coffee Company in Seattle, Washington from December 2011 to July 2021.

Director of Regional Operations of Goddard Manager: Samantha Savage

Ms. Savage has been Director of Regional Operations of Goddard Manager since March 2023. Ms. Savage served as Regional Manager, Midwest of Goddard Manager from January 2020 to March 2023.

Director of Education Research and Innovation of Goddard Manager: Maria Shaheen

Ms. Shaheen has been Director of Education Research and Innovation of Goddard Manager since January 2024. Previously, she served as Senior Director of Education Research and Innovation for Primrose in Atlanta, Georgia from January 2014 to January 2024.

Franchise Sales Manager of Goddard Manager: Hannah Serba

Ms. Serba has been our Franchise Sales Manager since May 2023. From August 2022 to May 2023, Ms. Serba served as Director of Sales for IWG in Nashville, Tennessee. From October 2021 to August 2022, she served as Director of Sales for Jump Crew in Nashville, Tennessee. From November 2019 to October 2021, she served as Sales Manager for IWG in Aspen, Colorado.

Franchise Sales Manager of Goddard Manager: Svetlana Chumachenko

Ms. Chumachenko has been our Franchise Sales Manager since June 2024. From September 2017 through June 2024, Ms. Chumachenko was the Business Manager for Domino’s Pizza in Ann Arbor, Michigan.

Franchise Sales Manager of Goddard Manager: Mary Coots

Ms. Coots has been Franchise Sales Manager of Goddard Manager since February 2026. Previously, she served as VP of Franchise Sales for Freddy’s Frozen Custard and Steakburgers in Wichita, Kansas from April 2021 to February 2026.

Franchise Sales Manager of Goddard Manager: Glenn Bisbing

Mr. Bisbing has been the Franchise Sales Manager of Goddard Manager since March 2026. Previously, he served as Director, Franchise Administration for Extended Stay America in Charlotte, North Carolina from March 2022 to March 2026. He served as Director, Ski Patrol & Mountain Activities for Camelback Resort in Tannersville, Pennsylvania from November 2020 to March 2022.

Manager of Franchise Administration of Goddard Manager: Tracey Grill

Ms. Grill has been Franchise Administration Manager of Goddard Manager since December 2021. She served as GSU Trainer – Onboarding of Goddard Manager from September 2013 to December 2021.

Licensing Specialist of Goddard Manager: Dana E. Coleman

Ms. Coleman has been Licensing Specialist of Goddard Manager since April 2024. Previously, she served as Pre-Opening Process Manager of Goddard Manager from May 2010 to April 2024.

Licensing Specialist of Goddard Manager: Tracie Parillo

Ms. Parillo has been Licensing Specialist of Goddard Manager since April 2024. Previously, she served as Contracts Coordinator of Wyndham Hotels & Resorts, LLC in Parsippany, New Jersey from March 2001 to April 2024.

Manager, Franchise Licensing of Goddard Manager: Jennifer M. Miller

Ms. Miller has been Manager, Franchise Licensing of Goddard Manager since September 2025. Previously, she served as Franchise Licensing Manager of Goddard Manager from March 2023 to September 2025 and as Contract Administrator of Goddard Manager from May 2017 to March 2023.

Franchise Licensing Specialist of Goddard Manager: Tammy Smith

Ms. Smith has been Franchise Licensing Specialist for Goddard Manager since September 2025. Previously, she served as Legal Department Administrator for Goddard Manager from March 2022 to September 2025 and as Administrative Assistant to the Senior Vice President of Franchise Development for Goddard Manager from June 2012 through March 2022.

Risk Management Director of Goddard Manager: Ashley Zink

Ms. Zink has been Risk Management Director of Goddard Manager since April 2023. Previously, she served as Director of Governance & Strategic Initiatives for Pennsylvania Public School Employees Retirement in Harrisburg, PA from February 2023 to April 2023. She served as Special Assistant (Chief Risk Officer) of Pennsylvania Office of Budget in Harrisburg, PA from July 2022 to February 2023. She served as Director of Risk Management and Performance for Pennsylvania Office of the Governor in Harrisburg, Pennsylvania from May 2020 to February 2023. She served as Director of Compliance and Enterprise Risk Management for Dickinson College in Carlisle, Pennsylvania from April 2015 to May 2020.

Head of Learning & Training of Goddard Manager: Sandy Pickett

Ms. Pickett has been Head of Learning & Training for Goddard Manager since June 2025. Previously, she served as Senior Director, Leadership, Professional and Business Development of The Aspen Group in Chicago, IL from August 2021 to June 2025. She served as Senior Manager, Talent Development of Gap, Inc. in New York, NY from May 2018 to August 2021.

Item 3

LITIGATION

Karman Ali, KSA Center, LLC and KSA 3, LLC v. Goddard Parent Holdings, Inc. and Goddard Systems, LLC (United States District Court, District of New Jersey; Case No. 1:25-cv-15814-ESK-AMD). On August 11, 2025, Karman Ali ("**Ali**"), the owner of KSA Center, LLC ("**KSA Center**") and KSA 3, LLC ("**KSA 3**"), our current and former franchisee, respectively, filed this action in the Superior Court of New Jersey, Burlington County (Case No. BUR-L-001835-25) against Goddard Manager and our indirect parent company, Goddard Parent Holdings, Inc. ("**Goddard Holdings**" and, together with Goddard Manager, collectively, the "**Goddard Defendants**"). On September 19, 2025, the Goddard Defendants removed the case to the United States District Court, District of New Jersey. On November 17, 2025, Ali, KSA Center and KSA (collectively, the "**Plaintiffs**") filed a Second Amended Complaint against the Goddard Defendants alleging breach of an oral contract related to the Goddard Defendants' alleged agreement to permit the Plaintiffs to purchase a fourth franchise location on the condition that they purchase a failing location, promissory estoppel based on the Plaintiffs' alleged detrimental reliance on the Goddard Defendants' purported promise to permit the purchase of a fourth location, breach of the duty of good faith and fair dealing related to the Goddard Defendants' alleged failure to honor the agreement to permit the purchase of a fourth location, fraud based on an alleged intentional misrepresentation of the Goddard Defendants' willingness to allow the purchase of a fourth location, violation of the New Jersey Franchise Practices Act related to the alleged imposition of unreasonable standards of performance, intentional misrepresentation related to the Goddard Defendants' alleged representations concerning the approval to purchase a fourth location, and negligent misrepresentation related to the Goddard Defendants' alleged representations concerning the approval to purchase a fourth location. The Plaintiffs seek compensatory damages, punitive damages, interest, reasonable attorneys' fees, and costs of collection. On December 5, 2025, the Goddard Defendants filed a Motion to Dismiss the Second Amended Complaint (the "**Motion**"). On March 13, 2026, the Court held oral arguments on the Motion, which currently remains pending. The Goddard Defendants intend to defend against the Plaintiffs' claims vigorously.

Other than as described above, no litigation is required to be disclosed in this Item.

Item 4

BANKRUPTCY

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

Item 5

INITIAL FEES

Initial License Fee

You must pay an initial license fee of $135,000 for the School you will develop under the Franchise Agreement, except as described below. The initial license fee consists of an initial deposit of $30,000 which you must pay when you sign the Preliminary Agreement. The remaining $105,000 is payable when you receive a statement from us showing the status of your account (the "**Opening Invoice**") at approximately the same time that a Certificate of Occupancy, Temporary Certificate of Occupancy or Use and Occupancy Certificate ("**Certificate of Occupancy**") is issued for the School. If, for any reason, you sign a Franchise Agreement without signing a Preliminary Agreement, you must pay $30,000 when you sign the Franchise Agreement and $105,000 when you receive the Opening Invoice. The initial deposit of $30,000 is not refundable in whole or in part after you sign a Franchise Agreement nor if you request to terminate the Preliminary Agreement or if it expires. The initial license fee of $135,000 is not refundable once you sign a Franchise Agreement.

The initial license fee is uniform except for (1) our current incentive program of charging a reduced fee to existing franchisees in good standing who purchase an additional franchise to develop a new School (not to add an Annex), (2) our current incentive program of offering a discount to veterans of the U.S. Armed Forces, (3) our reduced initial license fee if you are purchasing the assets of an existing operating Goddard School franchise, and (4) our reduced initial license fee if you are renewing your Franchise Agreement discussed in Item 6. We may also allow certain applicants who are in the process of acquiring a Goddard School franchise at the time of a fee increase to pay a reduced fee equal to the fee that was in effect immediately before the fee increase. We may also offer inducements to purchase an existing School that had recently closed or was in jeopardy of closing, as described below. Our discounts and incentives may not be transferred or combined and, except for the discount we offer as a result of Goddard Manager's participation in the IFA's Vet*Fran program, are only offered when no commission is payable to a franchise broker, lead network, or other commissioned party. You may only qualify to use one discount or incentive for any franchise purchase. We may collect the amount of the discount allowed if you transfer your School(s) or you or your owner (if you are an entity) are removed from the Franchise Agreement or no longer serves as your owners, as applicable, before the new School has operated for two years. We may modify or change our discount and incentive programs at any time. We and you will sign an Amendment to Franchise Agreement (Modified Fee) in the form attached as **Exhibit C-5**, with the applicable provision(s) to reflect the reduced fee(s) and other applicable provisions granted to you under our programs described in (1) and (2) above. We and you will sign an Amendment to Franchise Agreement (Transfer) in the form attached as **Exhibit C-6**, with the applicable provision to reflect the reduced initial license fee under our program described in (3) above. The reduced initial license fee if you are renewing your Franchise Agreement is reflected in the Franchise Agreement (Renewal) in the form attached as **Exhibit C-11**.

We offer as a development incentive a reduced initial license fee of $60,000 for existing franchisees in good standing who are, or who demonstrate to us their desire and ability to be, both financially and operationally qualified to purchase an additional franchise to develop a new School. (An Annex is licensed under an amendment to the original Franchise Agreement and is not considered a separate or an additional franchise.) If you qualify and participate in this incentive program by purchasing an additional franchise and no commission is payable to a franchise broker, lead network, or other commissioned party, a deposit of $30,000 is payable when the Preliminary Agreement is signed. The remaining $30,000 is payable when you receive the Opening Invoice. If, for any reason, you sign a Franchise Agreement without signing a Preliminary Agreement, you must pay $30,000 when you sign the Franchise Agreement and $30,000 when you receive the Opening Invoice. We also offer to reduce the royalty fee during the first year if you qualify and participate in this incentive program. See Item 6. This offer is only given to existing franchisees for new franchise agreements to develop a new School and may not be transferred or combined with any other discount or incentive offer. The existing franchisees must own at least 10% of the new franchise and the existing franchise and 10% of any business entity to which the new Franchise Agreement and the existing Franchise Agreement may be assigned for the first two years of operation of the new School. The initial deposit of $30,000 is not refundable in whole or in part after you sign a Franchise Agreement nor if you request to terminate the Preliminary Agreement or if it expires. The initial license fee of $60,000 is not refundable once you sign a Franchise Agreement. We may in certain instances waive the requirement that you have a separate Designated On-Site Owner (as defined in Item 15 below) for the additional franchise, for example, if you meet certain requirements for proximity of the additional franchise to the existing School or if we approve you to use a Designated On-Site Operator.

Goddard Manager is a member of the International Franchise Association and participates on behalf of the Goddard franchise system in the IFA's Vet*Fran program. As a result, we provide a discount of $20,000 on the initial license fee for a first franchise to honorably discharged veterans of the U.S. Armed Forces who otherwise satisfy our criteria (even if their application as a franchisee is submitted by a franchise broker, franchise lead network, or other commissioned party). To qualify for the discount, the veteran(s) must own at least 50% of the franchise and (and at least 50% of you, if you are an entity). If you qualify for the discounted initial license fee of $115,000, a deposit of $30,000 is payable when the Preliminary Agreement is signed and the remaining $85,000 is payable when you receive the Opening Invoice. If, for any reason, you sign a Franchise Agreement without signing a Preliminary Agreement, you must pay $30,000 when you sign the Franchise Agreement and $85,000 when you receive the Opening Invoice. This offer is only given to qualified veterans for new agreements and may not be transferred or combined with any other discount or incentive offer. The veteran(s) must continue to own the 50% interest of the franchise and (and at least 50% of you, if you are an entity) for the first two years of operation of the School. If you make a deposit for the purchase of a first franchise using our Vet*Fran program discount, the initial deposit of $30,000 is not refundable in whole or in part after you sign a Franchise Agreement nor if you request to terminate the Preliminary Agreement or if it expires. The initial license fee of $115,000 is not refundable once you sign a Franchise Agreement.

If you are purchasing the assets of an existing operating franchise, the transferring franchisee must enter into a Termination of Franchise Agreement and Mutual Release with us, among other things, terminating the transferring franchisee's franchise agreement. You will not enter into a Preliminary Agreement but will enter into a new franchise agreement with us which will have an initial term equal to the initial term then being offered by us to franchisees purchasing a franchise to develop a new School, currently 15 years. Your initial license fee will be $40,000 which you must pay in full when you sign the Franchise Agreement. The initial license fee is not refundable once you sign the Franchise Agreement.

Preliminary Agreement

The Preliminary Agreement you will sign if you are applying to purchase a franchise and paying the initial deposit of $30,000, whether for a franchise at our standard initial license fee of $135,000 or at a reduced initial license fee under 1 of our 2 current incentive programs for existing franchisees in good standing who purchase an additional franchise and for veterans of the U.S. Armed Forces, will have a term of 2 years. The Preliminary Agreement will expire after 2 years if you do not locate and secure a site approved by us and sign and return the Franchise Agreement or otherwise sign and return the Franchise Agreement at a time we designate before the expiration of the 2-year period. We may grant an extension of up to 1 year if you so request in writing at least 30 days before the expiration date and we grant your request in our sole business judgment. We may set construction and/or other development milestones in our sole business judgment that you must satisfy during the term of the Preliminary Agreement.

You may terminate the Preliminary Agreement at any time before you sign a lease or purchase contract for the School premises. If you terminate the Preliminary Agreement, you must sign a termination agreement containing a general release in our favor, in a form satisfactory to us. Upon our receipt of your signed Termination of Preliminary Agreement and Mutual Release, termination will be effective. We will not refund the initial deposit of $30,000 if you terminate the Preliminary Agreement or if it expires. The Termination of Preliminary Agreement and Mutual Release attached as **Exhibit E-1** and Termination of Franchise Agreement and Mutual Release attached as **Exhibit E-2** each contains a sample form of general release language that would be acceptable to us in connection with a termination of the Preliminary Agreement, termination of the Franchise Agreement, or your entering into a subsequent term or transfer of the franchise or other event when we require you to deliver a general release to us.

We may, in our sole business judgment, terminate the Preliminary Agreement for any reason with or without cause at any time effective immediately. If we give you notice of termination for any reason, you must sign a termination agreement in a form satisfactory to us, including a general release. We will not refund any portion of the initial deposit if we terminate the Preliminary Agreement, except we may elect to refund all or a portion of the initial deposit in our sole business judgment, without interest, if you met your obligations under the Preliminary Agreement including closely adhering to our processes for site development, and you deliver a signed termination agreement in a form satisfactory to us, containing a general release. We will pay any refund we may elect to grant to you in equal shares if you are more than one person unless we receive prior written instructions signed by all of you. If you purchase the assets of an existing Goddard School franchise and do not wish to proceed under the Preliminary Agreement, we may, within our sole business judgment, apply the initial deposit towards fees you owe to us in connection with the transfer, provided you meet all of our requirements, including making all payments in connection with the purchase of the assets of the existing franchisee.

Background Check Fees

You must pay us a fee for us to obtain background checks (including credit and criminal) on you and your owners. You must pay us the background check fee when you sign the Preliminary Agreement, or the Franchise Agreement if a Preliminary Agreement is not signed. The fee is $1,500 per person. If we require additional background checks before you open the School, you will pay us an additional background check fee upon demand. The background check fee is not refundable.

Initial Marketing Fee

You must pay us or our affiliate by wire transfer an initial marketing fee of: (i) $55,000 if you have up to 130 full-time equivalent enrollment capacity; (ii) $65,000 if you have between 131 to 160 full-time equivalent enrollment capacity; or (iii) $75,000 if you have more than 160 full-time equivalent enrollment capacity. You must pay us or our affiliate $55,000 of the initial marketing fee when you sign the Franchise Agreement and any remaining balance when you receive the Opening Invoice. If you are purchasing the assets of an existing operating franchise, your initial marketing fee will be the then-current transfer marketing fee (currently $15,000) but may be different based on our review of your proposed plan and assessment of the School's needs. This initial marketing fee will be used for opening promotion, brand development, public relations, general administrative expenses, and initial marketing that we arrange for the School. We and you will sign an Amendment to Franchise Agreement (Modified Fee) in the form attached as **Exhibit C-5**, with the applicable provisions to reflect any increase or modification of the initial marketing fee and other applicable provisions granted to you. The initial marketing fee is not refundable.

Initial Training and Opening Support Fee

We also charge a non-refundable initial training and opening support fee of $35,000. The fee covers your initial training, opening support provided by School Support Services, as well as additional training as we deem necessary to support a successful opening and enrollment ramp-up. The initial training and opening support fee is payable upon your receipt of the Opening Invoice by wire transfer. The fee is uniform except for our current policies of (i) charging a reduced fee of $15,000 to existing franchisees in good standing who purchase an additional franchise or in certain circumstances waiving the fee for existing franchisees who meet certain criteria in return for a substantial reduction of our obligations, and (ii) charging our then-current initial training and transfer support fee (currently $25,000) to purchasers of the assets of existing franchises. The fee covers initial training and opening support for up to 2 individuals named as parties to the Franchise Agreement or 2 of your owners if you are an entity. Additional individuals named as parties to the Franchise Agreement or additional owners, as applicable, may participate in the initial training and opening support but we will charge a fee of $3,500 per additional person. In addition, we will charge a fee of $3,500 for the Designated On-Site Operator (if applicable) to participate in the initial training and opening support. We will provide initial training and opening support to the individual we have approved to serve as the Designated On-Site Owner or Designated On-Site Operator, as applicable, and additional individuals named as parties to the Franchise Agreement or your additional owners, as applicable, that you request or we require, delivered through a blend of online coursework, virtual, live sessions and in person training at our corporate offices or at another training site we select in accordance with our then current training program and via virtual and/or in-person one-on-one or small group training. Any person who has signed the Franchise Agreement, is your owner, or is responsible for the day-to-day operations of the School (such as the Designated On-Site Owner and/or Designated On-Site Operator and any replacement Designated On-Site Owners and/or Designated On-

Site Operators) must attend and complete all requirements to our satisfaction of Goddard Manager's applicable initial training program(s) at your expense. You must send any replacement Designated On-Site Owners and/or Designated On-Site Operators to the applicable initial training within our initial operator training timeline. You must pay for your and your personnel's expenses during training, including the cost of food, all transportation and lodging costs for any in-person training portion. You must have one full-time director who meets our then current qualification requirements, and any additional full-time directors we may deem appropriate in our sole business judgment. One primary director (and replacements for that primary director) must successfully complete our Director Initial Training Cohort Program within our director training timeline. Currently, our director training consists of two parts: the Goddard Foundations Training Program and the Director Initial Training Cohort Program. The Goddard Foundations Training Program is a series of online coursework via our learning management system that any director, primary, assistant or other title, may complete. The Director Initial Training Cohort Program is a series of live, virtual meetings, but may involve a portion of in-person training at a training site we select in accordance with our then current training program. We currently charge $500 for the Director Initial Training Cohort Program but we may increase this fee in the future. You must also pay for your directors' salary and expenses during training, including all travel costs if in-person training is required as part of our then current Director Initial Training Cohort Program.

Site Development Fee

We will undertake to assist you in identifying potential locations that meet our general standards, size, layout and other physical characteristics, as well as rental and lease terms. Our assistance may also include, in part, demographic studies, competitive analyses, attendance of township approval meetings, review of licensing and zoning requirements, general compliance with state and local regulations and travel expenses, including food, transportation and lodging, of our employees. You will participate in and attend all phases of the real estate process. You must pay us $35,000 as a fee for site development assistance, except as described below. This fee is due by wire transfer immediately upon your receipt of the Opening Invoice and is non-refundable. The site development fee is uniform except for our current policy of charging a reduced fee of $15,000 to existing franchisees in good standing who purchase an additional franchise. You must pay us the site development fee regardless of whether you participate in the Real Estate Support Program.

Purchase Orders

As described in Item 8, we may require you to purchase certain equipment and supplies from approved or designated suppliers (which may include or be limited to us or our affiliates). We may offer or require the submittal to us of our then-current form of Purchase Orders for certain products and services which we will submit to approved suppliers on your behalf for you to purchase these required items from our approved suppliers. We do not, however, offer to issue Purchase Orders for you to purchase these items for an Annex, except for a computer system (including all hardware, software and firmware, and network infrastructure, including a router and firewall). You may also be required to sign separate agreements with suppliers that we designate or approve for the purchase of certain products or services. We may share with suppliers certain information about you and your ability to pay for the costs associated with opening the school, including commitment letters from your lender(s) and/or similar documentation.

For ease of reference, although it may be considered to be part of the required computer system in the broad sense, we will sometimes also refer to network infrastructure, including a router and firewall separately from the computer system, as information technology equipment or "**IT Security**." A computer system and IT Security must always be purchased from our approved supplier. We instead may require that you purchase certain items for an Annex other than a computer system and IT Security from our approved suppliers directly or through design/build professionals we designate. Some of these other items would otherwise be included as part of your equipment packages for your School (including furniture, fixtures and equipment; marketing materials, stationery, forms, curricular resources; sign package; telephone, telecommunications infrastructure products and support services, interactive flat panel and digital signage package; and security system package), and therefore would be purchased by the issuance of Purchase Orders before opening. Because we do not recognize revenue on the sale of any of these items for which we submit any Purchases Orders to approved suppliers and do not mark up the suppliers' prices as discussed in Item 8, we do not treat the purchase price of items you purchase through Purchase Orders we issue and submit to approved suppliers on your behalf as required fees under this Item 5.

Real Estate Support Program

If you participate in the Real Estate Support Program, you must pay our affiliate, Goddard Development Company, a project management fee of $75,000 to reimburse Goddard Development Company for its costs incurred in connection with pre-opening third-party project management services. This fee covers the amount that Goddard Development Company pays the applicable third-party project management provider for pre-construction and construction coordination services under the Project Management Agreement. If the project management vendor invoices Goddard Development Company for an amount less than $75,000, Goddard Development Company will refund the balance to you. The fee is not otherwise refundable. The fee is in addition to the site development fee described above.

You must pay $30,000 of the project management fee for each School as follows: (a) if you sign a Preliminary Agreement or Development Agreement, you must pay $30,000 per School upon signing the applicable agreement (for example, if you commit to develop 5 Schools under a Development Agreement, you must pay $150,000 upon execution of the Development Agreement, which represents $30,000 for each of the 5 Schools); or (b) if you do not sign a Preliminary Agreement or Development Agreement, you must pay $30,000 upon signing the Franchise Agreement. In either case, after the site for a given School is secured under a Real Estate Purchase Agreement or Lease, you will sign the Franchise Agreement for that School (if you have not already done so) and pay Goddard Development Company the remaining $45,000 portion of the project management fee for that School. For franchisees who do not sign a Preliminary Agreement or Development Agreement, the entire $75,000 project management fee will be due and payable under the Franchise Agreement – $30,000 upon execution of the Franchise Agreement and $45,000 after the site is secured under a Real Estate Purchase Agreement or Lease.

Annex

The discussion above does not reflect any fees you must pay if we allow you to develop and operate an Annex after you have signed the Franchise Agreement. These fees are described in Item 6 and generally are the same fees payable with regard to the associated School, except there are generally no similar initial fees with regard to an Annex except for our right to charge you a reasonable fee up to the current site development fee, fees to update background checks (in our sole business judgment) and/or right to require a convention deposit. You and we will enter into an Annex Amendment to the Franchise Agreement and any Annex will be governed under the Franchise Agreement (and not under a separate franchise agreement).

Franchisee Incentive Program

We may offer incentives of $10,000 per referral to franchisees or to applicants under a Preliminary Agreement who are in good standing and are the first to refer a prospective franchisee ("**Prospect**") to us if no commission is payable to a franchise broker, lead network or other party entitled to a commission. The incentive is payable for Prospects who buy franchises for new Schools. For new Schools, we currently pay the incentive when the Prospect opens the School. This incentive is available only for the first School that a Prospect opens and does not apply to any Annex that may be added.

The promotion and sales of franchises is highly regulated. For this reason, to qualify for an incentive, a referring franchisee's role in referring a Prospect must be limited to providing us with the Prospect's name and contact information. A referring franchisee may not disclose to the Prospect any financial performance information about the referring franchisee's School or other Schools. A referring franchisee's role with the Prospect must be passive, otherwise the referring franchisee risks: (i) personal liability under federal and state franchise laws; (ii) our legal compliance; and (iii) our ability to sell a franchise to the Prospect. We will not pay an incentive where prohibited by law. We may modify or end this incentive program at any time without prior notice.

Development Agreement

If you sign a Development Agreement, you must pay us a development fee equal to $60,000 multiplied by the number of Schools you will develop within the Development Area. You must pay us this fee in a lump sum when you sign the Development Rights Agreement. We will not refund the development fee under any circumstances, but we will apply $50,000 of the development fee toward the initial license fee owed under each franchise agreement that the Development Agreement covers. We expect the Development Agreements to cover between 2 and 5 Schools.

Uniformity of Fees

The fees listed in this Item 5 are uniform for all prospective franchisees purchasing a franchise, except as described above, and except that we may reduce or waive the initial license fee and certain other fees as an inducement if the prospective franchisee purchases an existing School that had recently closed or was, in our sole business judgment, in jeopardy of closing; we will make the decision on the amount of any waiver or reduction based on our assessment of the need for special incentives. We and you will sign an Amendment to Franchise Agreement (Modified Fee) in the form attached as **Exhibit C-5**, with the applicable provisions to reflect any reduced, increased or modified fees and other applicable provisions granted to you except if you are purchasing the assets of an existing operating franchise, any applicable provisions to reflect any reduced, increased or modified fees and other applicable provisions granted to you will be included in the Amendment to Franchise Agreement (Transfer) in the form attached as **Exhibit C-6**. The initial training and opening support fee, initial marketing fee, and unless you are relocating the School, the site development fee and the project management fee, do not apply if you are renewing your Franchise Agreement, but you will pay an initial license fee if you are renewing your Franchise Agreement as discussed in Item 6. In 2025, initial license fees paid by franchisees developing new Schools ranged from $60,000 to $135,000, initial license fees paid by franchisees purchasing an existing franchise were $40,000 and initial license fees paid by franchisees renewing their franchise agreement were $0; initial marketing fees for new Schools ranged from $51,711 to $75,000 and initial marketing fees for franchisees purchasing an existing franchise were $0 to $15,000.

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You will bear the cost of and must pay any sales tax, use tax, gross receipts tax, excise tax, or other similar tax on your payments to us. We may collect some of these taxes resulting from your Opening Invoice from you for transmittal to the taxing authority. You will reimburse us for any taxes we must pay directly to any taxing authority. You are responsible for any taxes that we do not collect and/or remit on your behalf.

Item 6

OTHER FEES

OTHER FEES

Type of Fee[1]	Amount	Due Date	Remarks
Royalty Fee	7% of Gross Receipts of the School If you are an existing franchisee purchasing an additional (new) franchise for a reduced initial license fee described in Item 5, the royalty fee is reduced during the first year of operation of the new School to 2% of Gross Receipts for months 1-3, 4% for months 4-6, and 6% for months 7-12.	Payable monthly on 3rd business day of each month on Gross Receipts for the preceding month. We will electronically withdraw the payment on or after the 3rd business day of any month.	"Gross Receipts" is defined in the Franchise Agreement as the amount of all revenue earned for all services of any nature at or from or as a result of the School. If you fail to report Gross Receipts on a timely basis, we may estimate your Gross Receipts and withdraw from your operating account the amounts we estimate to be due to us for the royalty fee and the TGS Marketing Fund marketing fee, as described below. Any overpayments will be forwarded to you or credited to your account, less any bank fees; you will reimburse us for any underpayments, with interest and bank fees. The Gross Receipts of any Annex are included in Gross Receipts under the Franchise Agreement and are subject to payment of the Royalty Fee. If you initially qualify and participate in our incentive program for existing franchisees purchasing an additional franchise for a new School, the reduced royalty fee is personal to you. If, at any time during the first 2 years of the new School's operation, the condition for the discount no longer exists, you will pay the regular royalty rate of 7% going forward, as well as pay us the difference between the 7% rate and the discounted rate you paid. You will no longer meet the discount requirements if you transfer the new School or the existing School or you or your owner (if you are an entity) are removed from the Franchise Agreement or no longer serves as your owner, as applicable, before the new School has operated for 2 years.

Type of Fee[1]	Amount	Due Date	Remarks
TGS Marketing Fund Marketing Fee	4% of Gross Receipts, including the Gross Receipts derived from any Annex, per month; or lesser rates we may assess for certain time periods	Payable monthly at same time monthly Royalty Fee is due	You will pay a continuing monthly marketing fee to the TGS Marketing Fund. We may designate an affiliate to administer the TGS Marketing Fund marketing and promotional programs for us. <u>Right to Collect Lesser Amount</u> We may assess a continuing monthly TGS Marketing Fund Marketing Fee for franchisees in a lesser rate than the amount we have the right to assess, without waiving our right to assess the full rate, if we determine, in our sole business judgment, that the lesser rate will provide an appropriate level of marketing for the brand or the TGS Marketing Fund.
Proprietary Curriculum Fee	Then-current fee – currently $700 per month, plus taxes	Payable monthly at same time monthly Royalty Fee is due	You must pay us a monthly subscription fee to use our proprietary curriculum (called Wonder of Learning), which currently includes access to an online platform that also serves as a parent communication application.
Local Advertising, Marketing and Promotion	Your cost	As incurred, payable to us or the vendor	You must market and promote your business on a local basis in accordance with our then current guidelines and standards, which are in the Operating Manual. Accordingly, you must execute school specific marketing and advertising at your sole cost and responsibility.
Telephone charges	Cost of telephone services	As incurred, payable to us or the vendor	You will pay directly or reimburse us for the fees for your telephone services.

Type of Fee[(1)]	Amount	Due Date	Remarks
Audit Expenses	Cost of audit, such as the charges of any independent accountant and the travel expenses, including food, transportation and lodging, and compensation of our employees, or $10,000, whichever is greater	Upon receipt of audit report	Payable only if the audit or inspection discovers underpayments of more than 3%.
Late Notification of Adverse Action or Order Fee	$50 for each and every failure and/or refusal to comply plus $25 per day beginning on the third day	Payable following each failure or refusal to comply with notification requirements; at our request, within 30 days following notice of the fee we may withdraw the amount from your operating account pursuant to your pre-authorized draft forms as provided in Section 4G of the Franchise Agreement.	Payable if you fail to timely notify us and/or deliver copies to us of any adverse action or order which may adversely affect any permit, certificate or license, the operation of the School, or your financial condition.
Late Submission of Forms, Financial Reports, other Reports, Information and Data	$50 for each and every failure and/or refusal to comply plus $25 per day beginning on the third day	Payable following each failure or refusal to comply with reporting requirements; at our request, we may withdraw the amount from your operating account pursuant to your pre-authorized draft forms as provided in Section 4G of the Franchise Agreement.	Payable if you fail to timely submit to us any of the forms, financial reports, reports, records, information, and/or data you are required to submit to us
Transfer Initial License Fee[(2)]	$40,000	Before effective date of transfer	Payable by buyer upon signing the Franchise Agreement; the buyer's Franchise Agreement will have an initial term equal to the initial term then being offered by us to franchisees purchasing a franchise to develop a new School.

Type of Fee[(1)]	Amount	Due Date	Remarks
Initial Training and Transfer Support Fee[(2)] (on-site field and technical)	Then-current initial training and transfer support fee (currently $25,000) If you are our existing franchisee and you purchase an existing School, the fee is $15,000	Before effective date of transfer	Payable by buyer upon signing the Franchise Agreement for initial training and on-site field and technical training.
Transfer Marketing Fee[(2)]	Then-current transfer marketing fee (currently $15,000) or a different amount based on our review of your proposed plan and assessment of the School's needs	Before effective date of transfer	Payable by buyer upon signing the Franchise Agreement and is paid to us to fund marketing and promotion support for the School.
Transfer Fee [(2)]	$5,000 transfer assignment fee	Before effective date of transfer	Transfer fee is payable by the seller when the Franchise Agreement or any interest in the franchise is transferred to cover our reasonable legal and accounting fees, credit and investigative charges, travel and other expenses. The transfer fee is in addition to the background check fee, which is payable by either the seller or the buyer. A transfer does not include adding persons as individual franchisees to the Franchise Agreement and/or the Assignment and Assumption Agreement in a transaction we determine in our sole business judgment not to constitute a transfer of the Franchise Agreement, the franchise (including any interest in a business entity that owns the franchise) or the assets of the School and that will qualify for the Franchisee Add-on Fee described below.
Transfer Deposit	$2,500	Before you sign Termination of Franchise Agreement and Mutual Release	Payable by you in connection with the transfer. We will hold the deposit and apply it to pay your obligations if you do not. We will refund any excess remaining after 105 days.

Type of Fee[1]	Amount	Due Date	Remarks
Franchisee Add-on Fee	$10,000	When you request permission to add persons as individual franchisees	Payable by you in connection with your request to add persons as individual franchisees to the Franchise Agreement and/or or the Assignment and Assumption Agreement in a transaction we do not determine in our sole business judgment to constitute a transfer of the Franchise Agreement, the franchise (including any interest in a business entity that owns the franchise) or the assets of the School. Amount covers the background check expense for up to two people and our reasonable administrative and other costs. You must pay a background check for persons to be added if more than two. No credit or refund will be granted against the background check fee for two persons covered in the franchisee add-on fee. You and the persons to be added to the Franchise Agreement and/or the Assignment and Assumption Agreement must sign documentation we require.
Renewal License Fee	$10,000	When you provide notice of intent to renew	Payable by you in connection with renewal. Amount covers the background check expense for up to two people and our reasonable administrative and other costs. You must pay a background check for persons if more than two. No credit or refund will be granted against the background check fee for two persons covered in the renewal license fee. There are other conditions for a renewal franchise agreement. See Item 17.

Type of Fee[1]	Amount	Due Date	Remarks
Background Check Fee[3]	$1,500 per person	You will pay us the amount in advance if we request before (1) effective date of transfer in the event of a transfer, or (2) addition of individual franchisees in the event of a franchisee change if background checks are required for more than two people, or (3) renewal in the event of renewal if background checks are required for more than two people, or (4) as incurred if we deem additional background checks are necessary or desirable during the term of the franchise, including if you develop an Annex	If you request permission to transfer the Franchise Agreement or any interest in the franchise, or to add individual franchisees to the Franchise Agreement or Assignment and Assumption Agreement, we and our agents will conduct background checks (including credit and criminal) on the buyer at the expense of the seller or the buyer in the event of a transfer and the additional individual franchisees in the event of the addition of individual franchisees. The fee is payable by buyer or seller, whether or not the transfer is effected, in the event of a transfer, or by you in the event of a franchisee change. If you renew the Franchise Agreement, we and our agents will conduct background checks (including credit and criminal) on you at your expense. The cost for background checks for up to two people is included in the renewal fee and franchisee add-on fee and you must pay the background check fee for the persons above two. If there is a change in your or any of your owners' marital status, we and our agents may conduct a background check on any new spouse (including credit and criminal) and you must pay us an additional background check fee. We and our agents also have the right to conduct additional background checks (including credit and criminal) during the term of the Franchise Agreement, including if you develop an Annex. You must pay us the background check fee for all additional background checks unless it is a check we conduct less than five years since the last background check and the check is unrelated to a renewal, transfer, additional individual franchisee, a new spouse or an Annex.

Type of Fee[(1)]	Amount	Due Date	Remarks
Director's Initial Training Fee	$500 - $5,000	Upon registration for the Director Initial Training Cohort Program	We currently charge a $500 fee for the Director Initial Training Cohort Program, but we may increase this fee if our costs increase. You must also pay for your directors' salary and expenses during training, including all travel costs, including food, transportation and lodging, if in-person training is required as part of our then-current Director Initial Training Cohort Program.
Designated On-Site Operator Training Fee	$3,500	As incurred	We will provide initial training to your Designated On-Site Operator if you hire a new or replacement Designated On-Site Operator during the Franchise Agreement's term. You must pay us a $3,500 fee for this training for each individual who attends.
Conventions	Reasonable registration fee, currently $2,000 per person	As incurred	You must also pay the travel expenses, including food, transportation and lodging for in-person conventions. Attendance is required according to our then-current policy. For each convention, if neither you nor your required personnel attend, you must still pay us a registration fee for 1 individual.
Failure to Obtain Accreditation Fee	$1,000	As incurred	Failure to maintain accreditation will be a basis for enforcement action under the Franchise Agreement, including imposition of a penalty fee.
Retraining for Failure to Cure Default Fee	$500/day, plus our personnel's expenses	As incurred	We may provide on-site training, at your cost, if you fail to timely cure a default (in addition to our other rights and remedies).
Additional Quality Assurance Health & Safety Review Fee	Currently, $500 per visit plus our personnel's expenses	As incurred	If you fail to satisfy our requirements in 2 quality assurance inspections or evaluations within any 12-month period, we may charge a reasonable fee for any additional inspections or evaluations.

Type of Fee[1]	Amount	Due Date	Remarks
Interest on Late Payments	1½% per month or the maximum rate permitted by law	As incurred	Any payment or other amount owed us or our affiliates under the Franchise Agreement or other agreement or account with us or our affiliates will bear interest, compounded monthly after the due date.
Insufficient Funds Fees, ACH and Other Financial Institution Charges	The greater of $30 or the amount imposed by the financial institution for an unsuccessful or late payment and any replacement payment Up to $20 if your failure to timely report your Gross Receipts results in an additional ACH transaction	As incurred	You must pay us the greater of $30 or the fee imposed by any financial institutions or any electronic funds transfer network or ACH for any returned, stop payment, insufficient funds, ACH fee or similar fee for an unsuccessful or late payment and any replacement payment.
Insurance; Insurance Reimbursement	Policy cost plus reasonable fee for our services, including our costs and expenses, if we obtain insurance	As incurred	You must obtain and maintain insurance coverages we specify. If you do not obtain the required insurance coverage, we may secure coverage for you and charge you for our services, including our costs and expenses. We estimate the cost of insurance to be approximately $13,300 to $65,800 per year (not including workers' compensation). However, the cost of insurance may vary substantially depending upon the size and location of the School, number of employees of the School and other factors. We reserve the right to increase insurance coverage amounts or require additional insurance which may affect your premiums.
Rent for premises of School [4]	Will vary under circumstances	Monthly	Although we and our affiliates generally do not lease or sublease the School premises to you, if we do so, you may be required to pay us or our affiliate rent under a lease or sublease. If you sublease the School premises from us or our affiliate, your rent may exceed the rent paid by us or our affiliate to the prime landlord.

Type of Fee[1]	Amount	Due Date	Remarks
Maintenance/ Refurbishing	As specified	Maintenance as needed; refurbishing at our request but not more than once every 3 years	Maintenance may include periodic repainting, repairs and replacement of impaired or obsolete existing improvements, indoor and outdoor equipment and signs. Refurbishing may include structural changes, remodeling, redecorating, replacements, modifications and additions to existing improvements, indoor and outdoor equipment and signs to conform to our then-current standards and trade dress. These amounts will be payable to us or third parties as incurred.
Site Development Fee – Annex, Relocation, Expansion	Up to our then-current site development fee offered for new franchises for any relocation, expansion, Annex and material alterations of the School	When you receive the Opening Invoice for the Annex, or at our request, as applicable with respect to the School	We may charge you a reasonable fee for our services in connection with our assistance with any relocation, expansion, Annex and material alterations of the School, including with regard to any development or relocation, expansion and material alterations of any Annex.
Proprietary Software Fee	Reasonable license fee	At our request, if we implement the fee, within 30 days following notice of the fee and we may withdraw the amount from your operating account pursuant to your pre-authorized draft forms as provided in Section 4G of the Franchise Agreement	At this time, we do not charge a fee for use of our proprietary software (currently called Franchise Management System (FMS)), but we reserve the right to do so.
Computer system, IT Security, network equipment / wireless access point devices, and telephone system modifications, enhancements, and installations system-wide fee and individual information technology maintenance and support services fee	As specified	At our request, within 30 days following notice of the fee and we may withdraw the amount from your operating account pursuant to your pre-authorized draft forms as provided in Section 4G of the Franchise Agreement	We may charge a reasonable systems fee for use of our computer system that we may provide or require you to use, for modifications, enhancements and installations made to our computer system (including all hardware, software, firmware and IT Security), network equipment / wireless access point devices, and telephone systems (including telecommunications infrastructure products and support services) and our proprietary software. We may also charge a reasonable fee on

Type of Fee[1]	Amount	Due Date	Remarks
			an individual franchisee basis for other information technology maintenance and support services we may provide that we determine in our sole business judgment are in excess of the general level of services we then provide to franchisees and/or are a result of your failure to timely replace any of your computer or IT network equipment. We may modify specifications to our computer system, IT Security, network equipment / wireless access point devices and telephone systems and you must purchase, lease and/or license new or modified computer system elements, IT Security, network equipment / wireless access point devices, and telephone system elements and obtain service and support as we direct according to the then current IT Hardware Standards as set forth in the Manual. You must install and configure endpoint security and data loss threat prevention software we specify and authorize us to monitor endpoint security and data loss threat prevention software on your computer systems. You must update/upgrade the software, from time to time as we specify, to remain effective against evolving threats and vulnerabilities. If you accept payment by credit or debit card, you are responsible for, and must pay the costs necessary to ensure that you comply with, the PCI and federal and state laws and regulations concerning data security, data privacy and security breaches. You must use best efforts to protect employees, students and their parents against identity theft and theft or misuse of personal information.

Type of Fee[(1)]	Amount	Due Date	Remarks
De-Identify Premises	Costs plus reasonable administrative fee	As incurred	If you don't de-identify the School premises following expiration or termination of the Franchise Agreement (if we don't elect to lease the premises), we may re-enter the premises and do so at your expense and charge you a fee.
Litigation Expenses	Our attorneys' fees, court costs, expert fees and litigation expenses	As incurred	We may recover our costs in any action to enforce or defend our rights under the Franchise Agreement, the Preliminary Agreement, and the Development Agreement.
Taxes	Amount of taxes	As incurred	If any taxing authority imposes any sales, use, gross receipts or other tax, levy or assessment on any payments you make to us, you must pay the amount assessed, or reimburse us if we must pay it directly. You are responsible for any taxes that we do not collect and/or remit on your behalf.
Late Crisis Notification Fee	$2,500 for each and every failure to notify plus $500 per day beginning on the second day	As incurred	Because of the potential damage to the System and the goodwill associated with the Proprietary Marks, if you fail to alert us immediately of any potential crisis situation, including any allegation or occurrence of abuse, neglect, or mistreatment of a child; any allegation or discovery that a child has been released to an unauthorized person; any occurrence of unlawful conduct in the School; any allegation or discovery of any hazardous substance associated with the School; any outbreak of serious illness associated with the School; or any allegation or discovery of any breach of computer or camera systems, loss of data, files or personally identifiable information, after you know or should reasonably know of the existence of the potential crisis, you will pay us a late crisis notification fee to compensate for our added crisis-management efforts resulting from the late notification.

Type of Fee[1]	Amount	Due Date	Remarks
Indemnification	Amount of loss or damages plus costs	As incurred	You must indemnify us, our subsidiaries and affiliates and our/their respective officers, directors, managers, members, partners, shareholders, employees and independent contractors against all claims arising from your ownership, development, construction, operation or occupation of the School, as well as all costs, including attorneys' fees, of defending against them.
Developer Add-On Fee	$10,000	As incurred	You must request our consent to add 1 or more persons to the Development Agreement or as your owners. If we determine or deem that the transaction does not constitute a transfer under the Development Agreement and we consent to the transaction, you must pay us a non-refundable add-on fee equal to $10,000 to cover the background check fee for up to 2 persons and administrative and other expenses related to the add-on. If more than 2 persons are to be added, you must also pay our costs to obtain background checks (including credit and criminal) on those additional persons in the amount we then estimate. If the cost of the background check is less than the amount we estimate and collect from you for any such additional person, we will apply the difference as a credit to the amounts you owe us.

<u>Explanatory Notes</u>

1. All fees, excluding any refurbishing expenses, lease/mortgage payments and insurance premiums, are imposed by and payable to us unless specifically noted. All fees are non-refundable unless specifically noted; prepaid insurance premiums may be refundable depending on the terms of the insurance policy. The fees listed in this Item 6 are uniform for all prospective franchisees except as stated, including the reduced royalty fee during the first year under our incentive programs for qualifying existing franchisees purchasing a franchise for a new School under a separate Franchise Agreement. We may also offer inducements to purchase an existing School that had recently closed or was, in our sole business judgment, in jeopardy of closing as described above.

2. You may sell the School only with our written consent. We may refuse consent to a sale otherwise permissible unless all fees are paid to us. The transferee must pay our then-current initial training and transfer support fee (currently $25,000). We will provide the initial training program to the individual approved by us to be the transferee's Designated On-Site Owner and any additional individuals named as parties to the Franchise Agreement or owners of the transferee (as applicable) that the transferee requests or we require, covered by the fee stated. The initial training programs will be delivered as a blend of online coursework, virtual, live training sessions

and, if we choose, in person training at our corporate offices or at another training site we select in accordance with our then current training program. The transferee must pay for expenses during training, including the cost of food, all transportation and lodging costs for any in-person training portion.

3. If you renew the franchise, sell the School, add individual franchisees to the Franchise Agreement or Assignment and Assumption Agreement, or, if you are an entity, you have changes in your ownership structure, you or the buyers, as applicable, must pay us our costs to obtain background checks (including credit and criminal) on you, on the buyers, on any new owners, on any add-on franchisees and on any existing franchisees or owners who will remain franchisees or owners, as applicable, if we request. The renewal license fee and the franchisee add-on fee both include the cost for background checks for up to two people; you will only pay a background check fee in the event of a renewal or addition of individual franchisees or owners if background checks are required for more than two people. If there is a change in your or any of your owners' marital status, you must pay us our costs to obtain a background check (including credit and criminal) on any new spouse. If we deem it necessary or desirable during the term of the franchise, including if you develop an Annex, we also have the right, including through our agent, to conduct additional background checks (including credit and criminal) and you will bear the cost of these additional background checks unless it is a background check we conduct less than five years since the last background check on the individual and the background check is unrelated to your request for an Annex, renewal, transfer, or the addition of a new spouse or any other individual franchisee or owner. The fee is $1,500 per person. No credit or refund will be granted against the background check fee for two persons covered in the renewal fee or the franchisee add-on fee.

4. We or an affiliate may offer for sale or lease a company-owned or affiliate-owned School. We or an affiliate may also construct Schools and offer to lease the School to you in connection with your purchase of a franchise. You do not have to lease your School from us or our affiliate and you may find a different location and lease the premises and construct your School with third parties. If you participate in the Real Estate Support Program, our affiliate, Goddard Development Company, will coordinate site identification and Lease negotiations. You are not required to proceed with any site or Lease presented through the Real Estate Support Program, and you may decline to proceed if the terms are unacceptable to you. You must retain your own independent legal counsel and financial advisors to review and advise you regarding the Lease, all loan documents, and all other Real Estate Documents before execution.

If we or an affiliate offer to sell or lease you a School, the purchase price or rental for the School will vary depending upon a number of factors, including pre-opening hiring and marketing activities, whether the unit is under construction, the amount of construction already performed or the length of time the unit has been open and operating. We and our affiliates may derive revenue from the Real Estate Support Program and from the direct lease or sale of the School to you, if applicable, and there is no limit on the amount of profit we or our affiliate may make.

We, our affiliates and third party landlords may also require you to meet a minimum net worth requirement and sign a personal guarantee. If you do not meet a net worth requirement, we may present another franchisee for the proposed School premises. We will assist you in finding other locations.

5. Some of the fees listed above are identified as our "current" fees or as otherwise subject to increase. For those fees only, we have the right to increase the fee during the term of your Franchise Agreement by up to 10% per calendar year, calculated on a cumulative basis. If we do not exercise this right during one or more calendar years, the unused increase will carry forward and may be applied in any subsequent year. This does not apply to royalties, initial marketing fees, or any other fees in Item 6 that are not identified as our "current" fees or as otherwise subject to increase – those fees will not change. The fact that we have the right to increase a fee up to this maximum does not mean that we will do so. We may choose not to increase any fee at all, or we may increase a fee by less than the maximum amount.

Item 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Table 1 –If You Lease the School and Landlord Constructs the Improvements

Type of Expenditure	**School** (10,000 square feet to 12,500 square feet) Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial License Fee [1a]	$135,000	Lump Sum	Deposit of $30,000 when you sign Preliminary Agreement (or sign Franchise Agreement, if no Preliminary Agreement signed); and $105,000 when you receive the Opening Invoice[3]	Us
Initial Training and Opening Support Fee[2]	$35,000 - $42,000	Lump Sum	When you receive the Opening Invoice for a School[3]	Us
Initial Marketing Fee [4]	$55,000 - $75,000	Lump Sum	$55,000 payable when you sign the Franchise Agreement, with balance (if any) payable when you receive the Opening Invoice[3]	Us or our affiliate
Site Development Fee [5]	$35,000	Lump Sum	When you receive the Opening Invoice for a School[3]	Us
Background Check [6] (up to four individuals)	$1,500 - $6,000	Lump Sum	When you sign the Preliminary Agreement or the Franchise Agreement, or when we request if you develop an Annex, and as incurred	Us
Lease Deposit[7.a]	$25,000 - $50,000	Lump Sum	When you sign the lease	Landlord

Type of Expenditure	**School** (10,000 square feet to 12,500 square feet) Amount	Method of Payment	When Due	To Whom Payment is to be Made
Project Management Fee [7.b]	$0 - $75,000	Lump Sum	If you participate in the Real Estate Support Program, payable to our affiliate as follows: $30,000 when you sign the Preliminary Agreement (or when you sign the Franchise Agreement, if no Preliminary Agreement is signed), and $45,000 when you sign the Franchise Agreement If you do not participate in the Real Estate Support Program, payable to a third-party contractor as incurred	Our affiliate or Third Party Contractor
Furniture, Fixtures and Equipment [(8)(9))]	$243,000 - $307,000	Lump Sum	When you receive the Opening Invoice for a School or as incurred for direct orders[3]	Us or Outside Suppliers
Playground Equipment [10]	$140,000 - $240,000	Lump Sum	As incurred	Third Party Vendor
Marketing Materials, Stationery, Forms, and Curricular Resources[8]	$15,000	Lump Sum	When you receive the Opening Invoice for a School or as incurred for direct orders[3]	Us or Outside Suppliers
Signs [8]	$28,000	Lump Sum	When you receive the Opening Invoice for a School or as incurred for direct orders[3]	Us or Outside Suppliers
Computer System, IT Security, network equipment / wireless access point devices, installation, Telephone System, Interactive Flat Panel and Digital Signage Package [8] [11]	$26,000 - $40,000	Lump Sum	When you receive the Opening Invoice for a School or as incurred for direct orders[3]	Us or Outside Suppliers

Type of Expenditure	**School** (10,000 square feet to 12,500 square feet) Amount	Method of Payment	When Due	To Whom Payment is to be Made
Security System[8]	$45,000	Lump Sum	When you receive the Opening Invoice for a School or as incurred for direct orders[3]	Us or Outside Suppliers
Miscellaneous Opening Costs [12]	$120,000 - $135,000	Lump Sum, as incurred, or amortized in rental payment	When you receive the Opening Invoice for a School[3]	Us, Landlord or Third Parties
Additional Funds – 3 months [13]	$100,000 - $275,000	As Incurred	As Incurred	Third Parties
Total Estimated Initial Investment [14][15], [16], [17]	**$1,003,500 – $1,503,000 (School)**	(If You Lease the School and Landlord Constructs the Improvements)		

Table 2 –If You Lease the School and Find a Building that Needs Improvements

Type of Expenditure	**School** (10,000 square feet to 12,500 square feet) Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial License Fee [1a]	$135,000	Lump Sum	Deposit of $30,000 when you sign Preliminary Agreement (or sign Franchise Agreement, if no Preliminary Agreement signed); and $105,000 when you receive the Opening Invoice[3]	Us
Initial Training and Opening Support Fee [2]	$35,000 - $42,000	Lump Sum	When you receive the Opening Invoice for a School[3]	Us

Type of Expenditure	**School** (10,000 square feet to 12,500 square feet) Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Marketing Fee (4)	$55,000 - $75,000	Lump Sum	$55,000 payable when you sign the Franchise Agreement, with balance (if any) payable when you receive the Opening Invoice(3)	Us or our affiliate
Site Development Fee (5)	$35,000	Lump Sum	When you receive the Opening Invoice for a School(3)	Us
Background Check (6) (up to four individuals)	$1,500 - $6,000	Lump Sum	When you sign the Preliminary Agreement or the Franchise Agreement, or when we request if you develop an Annex, and as incurred	Us
Lease Deposit(7.a)	$26,000 - $59,000	Lump Sum	When you sign the lease	Landlord
Project Management Fee (7.b)	$0 - $75,000	Lump Sum	If you participate in the Real Estate Support Program, payable to our affiliate as follows: $30,000 when you sign the Preliminary Agreement (or when you sign the Franchise Agreement, if no Preliminary Agreement is signed), and $45,000 when you sign the Franchise Agreement If you do not participate in the Real Estate Support Program, payable to a third-party contractor as incurred	Our affiliate or Third Party Contractor
Building Construction and Site Work	$702,000 - $3,300,000	Lump Sum	As incurred	Third Party Contractor
Building Loan Finance Cost	$30,000 - $220,000	Lump Sum	As incurred	Third Party Lender

Type of Expenditure	**School** (10,000 square feet to 12,500 square feet) Amount	Method of Payment	When Due	To Whom Payment is to be Made
Furniture, Fixtures and Equipment (8)(9))	$243,000 - $307,000	Lump Sum	When you receive the Opening Invoice for a School or as incurred for direct orders(3)	Us or Outside Suppliers
Playground Equipment (10)	$140,000 - $240,000	Lump Sum	As incurred	Third Party Vendor
Marketing Materials, Stationery, Forms, and Curricular Resources(8)	$15,000	Lump Sum	When you receive the Opening Invoice for a School or as incurred for direct orders(3)	Us or Outside Suppliers
Signs (8)	$28,000	Lump Sum	When you receive the Opening Invoice for a School or as incurred for direct orders(3)	Us or Outside Suppliers
Computer System, IT Security, network equipment / wireless access point devices, installation, Telephone System, Interactive Flat Panel and Digital Signage Package (8) (11)	$26,000 - $40,000	Lump Sum	When you receive the Opening Invoice for a School or as incurred for direct orders(3)	Us or Outside Suppliers
Security System(8)	$45,000	Lump Sum	When you receive the Opening Invoice for a School or as incurred for direct orders(3)	Us or Outside Suppliers
Miscellaneous Opening Costs (12)	$120,000 - $135,000	Lump Sum, as incurred, or amortized in rental payment	When you receive the Opening Invoice for a School(3)	Us, Landlord or Third Parties
Additional Funds – 3 months (13)	$100,000 - $275,000	As Incurred	As Incurred	Third Parties
Total Estimated Initial Investment (14)(15), (16), (17)	**$1,736,500 - $5,032,000 (School)**	(If You Lease the School and Find a Building that Needs Improvements)		

Table 3 –If You Purchase the Land and Build the School

Type of Expenditure	**School** (10,000 square feet to 12,500 square feet) Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial License Fee [1a]	$135,000	Lump Sum	Deposit of $30,000 when you sign Preliminary Agreement (or sign Franchise Agreement, if no Preliminary Agreement signed); and $105,000 when you receive the Opening Invoice[3]	Us
Initial Training and Opening Support Fee [2]	$35,000 - $42,000	Lump Sum	When you receive the Opening Invoice for a School[3]	Us
Initial Marketing Fee [4]	$55,000 - $75,000	Lump Sum	$55,000 payable when you sign the Franchise Agreement, with balance (if any) payable when you receive the Opening Invoice[3]	Us or our affiliate
Site Development Fee [5]	$35,000	Lump Sum	When you receive the Opening Invoice for a School[3]	Us
Background Check [6] (up to four individuals)	$1,500 - $6,000	Lump Sum	When you sign the Preliminary Agreement or the Franchise Agreement, or when we request if you develop an Annex, and as incurred	Us
Land Acquisition Cost [7.b]	$815,000 - $1,600,000	Lump Sum	Over the term of the mortgage or lease	Third Party
Building Construction and Site Work [7.b]	$3,500,000 - $5,500,000	Lump Sum	As incurred	Third Party Contractor
Building Loan Finance Costs [7.b]	$200,000 - $300,000	Lump Sum	As incurred	Third Party Lender

Type of Expenditure	**School** (10,000 square feet to 12,500 square feet) Amount	Method of Payment	When Due	To Whom Payment is to be Made
Project Management Fee (7.b)	$0 - $75,000	Lump Sum	If you participate in the Real Estate Support Program, payable to our affiliate as follows: $30,000 when you sign the Preliminary Agreement (or when you sign the Franchise Agreement, if no Preliminary Agreement is signed), and $45,000 when you sign the Franchise Agreement If you do not participate in the Real Estate Support Program, payable to a third-party contractor as incurred	Our affiliate or Third Party Contractor
Construction Manager (7.b)	$0 - $50,000	Lump Sum	Payable if you do not participate in the Real Estate Support Program; as incurred	Third Party Contractor
Environmental and Soil Testing (7.b)	$0 - $5,000	Lump Sum	As incurred	Third Party Contractor
Furniture, Fixtures and Equipment (8)(9))	$243,000 - $307,000	Lump Sum	When you receive the Opening Invoice for a School or as incurred for direct orders(3)	Us or Outside Suppliers
Playground Equipment (10)	$140,000 - $240,000	Lump Sum	As incurred	Third Party Contractor
Marketing Materials, Stationery, Forms, and Curricular Resources(8)	$15,000	Lump Sum	When you receive the Opening Invoice for a School or as incurred for direct orders(3)	Us or Outside Suppliers
Signs (8)	$28,000	Lump Sum	When you receive the Opening Invoice for a School or as incurred for direct orders(3)	Us or Outside Suppliers

Type of Expenditure	**School** (10,000 square feet to 12,500 square feet) Amount	Method of Payment	When Due	To Whom Payment is to be Made
Computer System, IT Security, network equipment / wireless access point devices, installation, Telephone System, Interactive Flat Panel and Digital Signage Package (8) (11)	$26,000 - $40,000	Lump Sum	When you receive the Opening Invoice for a School or as incurred for direct orders(3)	Us or Outside Suppliers
Security System(8)	$45,000	Lump Sum	When you receive the Opening Invoice for a School or as incurred for direct orders(3)	Us or Outside Suppliers
Miscellaneous Opening Costs (12)	$120,000 - $135,000	Lump Sum, as incurred, or amortized in rental payment	When you receive the Opening Invoice for a School(3)	Us or Third Parties
Additional Funds – 3 months (13)	$100,000 - $275,000	As Incurred	As Incurred	Third Parties
Total Estimated Initial Investment (14), (15), (16)	**$5,493,500 – $8,908,000 (School)**	(If You Purchase the Land and Build the School)		

<u>Notes Applicable to Table 1, Table 2 and Table 3</u>

Except as specifically described in the explanatory notes below, all costs are non-refundable.

The above estimates do not take into consideration any revenue derived during the first 3 months of operation. The above estimates do not include any sales tax, use tax, gross receipts tax, excise tax, or other similar tax or freight and delivery charges. You will reimburse us for any taxes we must pay directly to any taxing authority. You are responsible for any taxes that we do not collect and/or remit on your behalf.

The above estimates are for a typical new School with a building size ranging from 10,000 square feet to 12,500 square feet. In certain special situations, we may approve a larger building, in which case your costs will be higher. Costs will vary depending upon various factors including the geographic location, the size of the premises, the availability and cost of labor and materials, the condition of the premises and costs your lessor may be willing to assume as a result of lease negotiations.

The sizes and uses of any Annex vary greatly. No estimate is provided with regard to any Annex you may add to the associated School.

Note Applicable to Table 2

If you lease the School and find a building that needs improvements, you and your landlord will negotiate who is responsible to pay for construction to modify the building to our specifications. There are several options: (1) your landlord could pay for the costs and include those costs in the monthly rent; (2) you could pay for the costs and include those costs in your financing arrangements; or (3) you could share the costs with your landlord so that some of those costs are included in the monthly rent and some are included in your financing arrangements.

Explanatory Notes to Table 1, Table 2 and Table 3

1. You must pay us an initial license fee of $135,000 for a School except under our incentive programs discussed below. You must pay a deposit of $30,000 when you sign the Preliminary Agreement. The remaining $105,000 is payable when you receive the Opening Invoice. If, for any reason, you sign a Franchise Agreement without signing a Preliminary Agreement, you must pay $30,000 when you sign the Franchise Agreement and $105,000 when you receive the Opening Invoice. If the Franchise Agreement is covered by a Development Agreement, we will apply $50,000 of the development fee towards the initial license fee, and you must pay the remaining $85,000 according to the timelines described above.

You will pay a reduced initial license fee if you qualify under 1 of our 2 incentive programs described below and more fully in Item 5, which may not be transferred or combined, and which are only offered for new franchise agreements and when no commission is payable to a franchise broker, lead network, or other commissioned party. The tables only reflect the standard fee of $135,000. You would need to adjust the estimate if you qualify for 1 of the 2 following discounts:

If you are an existing franchisee purchasing a license for an additional franchise and you are in good standing, we currently offer as a development incentive a reduced initial license fee of $60,000. You pay a deposit of $30,000 when you sign the Preliminary Agreement. The remaining $30,000 is payable when you receive the Opening Invoice. If for any reason, you sign a Franchise Agreement without signing a Preliminary Agreement, you must pay $30,000 when you sign the Franchise Agreement and $30,000 when you receive the Opening Invoice. We may in certain instances waive the requirement that you have a separate Designated On-Site Owner for the additional franchise, for example, if you meet certain requirements for proximity of the additional franchise to the existing School or if we approve you to use a Designated On-Site Operator.

If you are an honorably discharged veteran of the U.S. Armed Forces purchasing your first franchise, we will reduce the initial license fee by $20,000 to $115,000. If you qualify for the discount, a deposit of $30,000 is payable when you sign the Preliminary Agreement and the remaining $85,000 is payable when you receive the Opening Invoice. If, for any reason, you sign a Franchise Agreement without signing a Preliminary Agreement, you must pay $30,000 when you sign the Franchise Agreement and $85,000 when you receive the Opening Invoice.

If you are purchasing the assets of an existing operating franchise, you will enter into a new franchise agreement with us. Your initial licensing fee will be $40,000. Your acquisition costs will depend largely on the purchase price you pay to the selling franchisee.

The initial license fee is payable to us and is not refundable. The deposit you pay when you sign the Preliminary Agreement is not refundable in whole or in part except we may refund a portion or all of the initial deposit in our sole business judgment if we terminate the Preliminary Agreement and you met your obligations under the Preliminary Agreement including closely adhering to our processes for site development and you deliver a signed termination agreement in a form satisfactory to us, containing a general release in our favor. If you purchase the assets of an existing Goddard School franchise and do not wish to proceed under the Preliminary Agreement, we may, within our sole business judgment, apply the initial deposit towards fees you owe to us in connection with the transfer, provided you meet all of our requirements, including making all payments in connection with the purchase of the assets of the existing franchisee.

2. We charge an initial training and opening support fee of $35,000 except as described below. The fee covers your initial training, opening support provided by School Support Services, and additional training as we deem necessary to support a successful opening and enrollment ramp-up. The fee is uniform except for our current policy of (i) charging a reduced fee of $15,000 to existing franchisees in good standing who purchase an additional franchise or in certain circumstances waiving the fee for existing franchisees who meet certain criteria in return for a substantial reduction of our obligations, and (ii) charging our then-current initial training and transfer support fee (currently $25,000) to purchasers of the assets of existing franchises. The fee covers initial training and opening support for up to 2 individuals named as parties to the Franchise Agreement or 2 of your owners (as applicable). Additional individuals named as parties to the Franchise Agreement or additional owners, as applicable, may participate in the initial training and opening support but we will charge a fee of $3,500 per additional person. In addition, we will charge a fee of $3,500 for the Designated On-Site Operator (if applicable) to participate in the initial training and opening support. If you add a Companion School to the Franchise Agreement we do not provide an initial training program and may or may not provide assistance in connection with the development and opening of a Companion School. A "**Companion School**" is a new School situated close enough to an existing School that we will permit one Designated On-Site Owner or Designated On-Site Operator, as applicable, to serve in that role for both Schools. We typically only approve requests for Companion Schools if the same franchisee owns the original School and the Companion School. Additional information regarding the initial training and opening support we provide is described in Item 5, Item 6 and Item 11.

3. About the time you receive a Certificate of Occupancy for the School, we will send you an Opening Invoice. You must pay any amount due immediately by wire transfer. You will receive a second invoice approximately 90 days after opening your School. The second invoice will reflect any amounts advanced by us on your behalf or paid to us by you for purchases after we issue your first Opening Invoice and will be payable immediately upon receipt.

4. You must pay us or our affiliate an initial marketing fee of: (i) $55,000 if you have up to 130 full-time equivalent enrollment capacity; (ii) $65,000 if you have between 131 to 160 full-time equivalent enrollment capacity; or (iii) $75,000 if you have more than 160 full-time equivalent enrollment capacity. You must pay us or our affiliate $55,000 of the initial marketing fee when you sign the Franchise Agreement and any remaining balance when you receive the Opening Invoice. If you are purchasing the assets of an existing operating franchise, your initial marketing fee will be the then-current transfer marketing fee (currently $15,000) or a different amount based on our review of your proposed plan and assessment of the School's needs. The initial marketing fee is non-refundable, except as noted, and is paid to us to purchase advertising and promotional placements and services.

5. The $35,000 fee for site development assistance for the School covers our expenses in reviewing the site and building plans for your School, traveling to and from a proposed location, providing demographic and other relevant information and compensates us for assisting you in preparing your financing applications. The site development fee is uniform under the Franchise Agreement, except if you are an existing franchisee in good standing purchasing an additional franchise, the fee is $15,000. The fee also covers our legal costs associated with reviewing for compliance with our requirements any legal documents you provide us, as well as our costs in assisting you in obtaining appropriate state or local licenses. Typical sites for a School are on primary and secondary roads, business routes, corporate centers and business parks. The typical zoning classification required for the School can vary depending upon the municipality from residential to commercial. The typical building size for a School currently ranges from 10,000 square feet to 12,500 square feet. In certain special situations, we may approve a larger building, in which case your costs will be higher.

Due to the specific requirements associated with establishing a School by the governmental agencies, state and local ordinances, and childcare licensing and education licensing authorities, most of the Schools are build-to-suit projects. If you do not purchase the land and construct the building yourself and you instead lease the land and building for your School, these sites are developed by third-party entities (i.e. property owners, developers and investors) and the amount of the site development costs are generally part of the overall project, and are calculated into, and amortized over, the initial term of the lease. In some cases, prior to the opening of a School, items necessary for the approval of particular governing bodies will arise as additions not initially calculated in the proposed rent. You will pay for these additional items in one of two ways if you lease. The additional amount will be amortized into the rent and the rent schedule will be adjusted in an addendum to the lease, or you will pay the amount in a lump sum without interest to the developer or landlord. The term of the lease must be at least the full term of the Franchise Agreement, 15 years in the case of the initial Franchise Agreement (5 years in the case of a renewal franchise agreement), which may include option terms. Generally, leases are assignable to your business entity; however, landlords may require that you and your spouse (or your owners and their respective spouses) sign or guarantee the lease as individuals. Landlords may also require you to meet a minimum net worth requirement. If you do not meet a landlord's net worth requirement, we may present another franchisee to the landlord. We will assist you in finding other locations.

6. You must pay our costs to obtain a background check (including credit and criminal) on each individual franchise applicant and each of your owners (if you are an entity). We collect a background check fee when you sign the Preliminary Agreement of $1,500 per person. We may obtain additional background checks at your expense on each individual franchisee and owner, as applicable, when you apply to develop and operate an additional School or to add an Annex to the Franchise Agreement. We may not require an additional background check in our sole business judgment if we have recent background checks. See Item 5.

7. a. If you lease the land and building for your School, you will pay a lease deposit to the landlord, which is typically one month's rent but could be higher depending on the market, and you will pay monthly rent to the landlord. The estimates in Table 1 if you lease the land and building for your School are based on the landlord performing the construction and fit out of the building for your School. As in Table 2, if instead you lease the land and building for your School but you are responsible for retrofit or tenant improvement costs, construction costs could range between $702,000 - $3,600,000 and the building loan/finance costs could range between $30,000 - $220,000. These amounts could be higher or lower, depending on the project size and the geographic area in which your School is located.

7. b. If you purchase the land and build the facility for your School, the land acquisition costs and the construction costs could be higher in specific markets or in urban areas. If you finance the cost of the construction project, you will also incur costs in connection with draws under the construction loan and lender related fees that will be listed on your loan documents. These costs could consist of SBA guaranty fees, construction monitoring fees, appraisal and environmental reports, title, attorneys' fees and loan origination fees, if applicable. Costs could be higher or lower depending on the project size and loan type. We will provide prototypes of building plans. The services of a qualified, licensed architect and engineer, who we have approved or designated for use, will be required to adapt our prototype building plans and specifications for the remodeling or finish-out of your School. If you are purchasing your first The Goddard School® franchise, you must use an architect designated by us. If you fail to use our designated architect, we will charge you a $2,500 fee to review your architect's building plans and specifications. You may not commence construction without our prior approval of the proposed building plans and specifications. If we do not require you to use design/build professionals we designate, we may, in our sole business judgment, require that you retain a construction manager we designate or approve for construction management services. We may from time to time develop or approve variations with respect to our prototype locations and plans although we have no obligation to do so. If the current prototype building plans have never been used in the state in which your School will be located, or your School will be located in a retro-fit building, you may have to pay additional fees to the architect and engineer to bring the prototype into compliance with state-specific requirements. In addition, you must submit to us for our prior approval any bids you receive for any construction activity related

to the School. You must not approve any construction bids without our prior approval. You should test the soil for possible environmental contamination before making a commitment to purchase the property. The land seller may have a soil test that the seller could provide to you, and if not, you will need to pay for one. The estimated costs of the architect and engineer are included in the estimated construction soft costs. These cost estimates are highly dependent on the geographic area in which you chose to build and would be higher in an urban area. Because of variances, there can be no assurances that your School could actually be purchased or constructed for an amount equal to or less than the provided estimate. We recommend that you spend money early on in your land acquisition process, but only after we have approved your location, for engineering and testing in order to avoid surprises during the construction phase and require that you have a preliminary soil test performed as noted above. You must also pay annual property taxes which will vary from state to state and year to year. If you or an entity you control own the School premises or acquire the School premises during the term of the Franchise Agreement, including the premises of any Annex, you (or your affiliated entity) must sign an option to lease agreement and right of first refusal in the form we require. (Section 6A of the Franchise Agreement.) The entity that owns the School premises must be a separate entity from the entity that is the franchisee under the Franchise Agreement. A copy of our current Option to Lease Agreement and Right of First Refusal is attached as **Exhibit C-13** to this disclosure document. You may incur expenses for attorney review of the land acquisition and construction documents and other documents. If you participate in the Real Estate Support Program, you must pay our affiliate a $75,000 project management fee (as described further in Item 5 above). If you do not participate in the Real Estate Support Program, you may be required to pay a project management fee to a third-party vendor.

8. We will provide you with specifications for the initial furniture, equipment, marketing materials, stationery, forms, curricular resources, signs, a computer system (including all hardware, software and firmware, and IT Security), network equipment / wireless access point devices, telephone system, including telecommunications infrastructure products and support services, interactive flat panel, digital signage and security system required for the opening of the School. You may be required to purchase certain of these items directly from our approved suppliers; other items you may be able to purchase from other sources or through Purchase Orders we issue which we will submit to approved suppliers on your behalf. For items that you can purchase through Purchase Orders (which for an Annex include only the computer system and IT Security, and network equipment / wireless access point devices, you will sign our purchase orders ("**Purchase Orders**"). We will submit any Purchase Orders for the School items to the suppliers on your behalf. Sample Purchase Orders for the School are in the form attached to **Exhibit C-4** to this disclosure document. Only Purchase Order #4 will be applicable to an Annex. The cost of these items may increase by the time you are ready to open your School, and the items that we will order on your behalf may be different than those currently shown on the Purchase Orders as our requirements may change over time. For the items other than the computer system, IT Security, and network equipment / wireless access point devices for which we do not offer to issue Purchase Orders for an Annex, you must order the applicable items for the Annex meeting our specifications directly from our approved suppliers or request consent to use alternative items or suppliers. If you order the furniture, equipment and materials directly from the supplier, you will pay the supplier according to the supplier's payment terms, which may be when you place the order. The possibility of price increases and changes in the items you will purchase directly from suppliers is particularly true of any Annex you may add during the term of the Franchise Agreement. We do not include the attachments containing the list of required items to the sample Purchase Orders because the list of required items is likely to change. The cost of the sign package does not include any additional costs you incur for brick, stone or other base for the sign, all of which will be your responsibility and not the landlord's, developer's or our responsibility. At this time, we do not charge a fee for use of our proprietary software (currently called Franchise Management System (FMS)), but we reserve the right to do so. **Our estimates do not include any state or local sales and use taxes, and, except as specifically stated in the applicable Purchase Order, does not include any shipping, permits, fees or installation charges**. **Our estimates also do not include any supplier price increases, duties, or tariffs that may be imposed on furniture, fixtures, equipment or other items purchased after the time when our estimates were prepared.**

If you buy any items described in one of our Purchase Orders from a third party and not through Purchase Orders we issue, you must buy all of the items described in that Purchase Order from third parties (and not through a Purchase Order for only some items). We must approve any third party supplier in advance. The amount stated in the Tables above represent your estimated cost if you purchase these items through Purchase Orders we issue and may differ if you purchase directly from a third party, including when you are developing an Annex (except we will issue Purchase Order #4 to you for an Annex for the purchase of computer equipment, IT Security, and network equipment / wireless access point devices). The precise amount will vary depending upon the size of the School and any applicable state regulations. The amount stated may also vary considerably if you purchase these items from any other source due to such factors as shipping distances, installation charges, and price differentials between suppliers.

9. Our estimate for furniture, fixtures and equipment includes the cost of any supplemental equipment that your state may require. Currently 40 states, including Maryland, require supplemental equipment; the cost varies by state.

Our estimate for furniture, fixtures and equipment does not include $10,000 for the cost of additional equipment if your School requires food service (currently required in Alabama, Arizona, Illinois, Indiana, Kansas, Louisiana, Mississippi, Missouri, Oklahoma, West Virginia and the District of Columbia, but not in Maryland, for example).

10. You must purchase the playground equipment from our approved third-party vendor(s). The estimate above does not include turf. If you elect to purchase and install turf in the playground at your School, your costs for playground equipment will be higher than the amounts above.

11. The computer system, including computer hardware, firmware, network infrastructure, IT Security, network equipment / wireless access point devices, telephone, telecommunications infrastructure products and support services, interactive flat panel and digital signage package represents the current needs of a School for these items and services. They are available by ordering through Purchase Orders we issue or from our approved suppliers. You must purchase additional hardware to upgrade the technology as the System may require or as we direct according to the then current IT Hardware Standards as set forth in the Manual.

12. The Miscellaneous Opening Costs are our best estimates of costs for various items including deposits for insurance, gas, electric, pre-opening print and online business listings advertising, including any Internet based advertising, and related items. These costs also include fees for professional services, pre-opening payroll, décor and the cost of purchasing certain miscellaneous equipment and hardware items, including, in part, carbon monoxide detectors, water filters and air filtration units in the classrooms, facsimile machine, refrigerators (including one commercial refrigerator), microwave and convection ovens, office and faculty room furniture, children's software, curricular material, janitorial, kitchen and general supplies, shipping charges (unless specifically stated as included in the applicable Purchase Order and reported in another category of cost) and any sales, gross receipts or other tax, levy or assessment on any payments you make to us. If the premises are leased or subleased directly from us, some of these items may be payable directly to us on signing of the applicable agreements. These amounts would be refunded under the conditions specified in the applicable agreement.

13. The Additional Funds item (working capital) estimates your initial start-up expenses for a 3-month period. Additional Funds includes monthly rent expenses (if you decide to lease your facility) or loan payments for financing the cost to purchase or build your facility and the amount of property taxes (if you decide to purchase your facility) for the 3-month period. The initial start-up expenses include payroll costs but do not include any draw or salary for you. We do not include any estimate for your Royalty Fee payments or TGS Marketing Fund marketing fees which all depend on the amount of Gross Receipts you receive. These figures include utilities, telephone, legal/accounting expenses, local advertising, materials and supplies, miscellaneous costs and any proprietary software fee if implemented. These figures are estimates, and we

cannot guarantee that you will not have additional expenses starting the School. This does not take into consideration any revenue derived during the first 3 months of operation.

The time period of 3 months and estimated additional funds are not representations of when you should expect to break even, if ever. You should deposit this amount into your school-specific checking account before the scheduled opening of the School. In some instances, the amounts required to meet your working capital needs will vary significantly.

14. Costs will vary depending upon various factors including the geographic location, the size of the premises, the availability and cost of labor and materials, the condition of the land and/or premises and if you rent the facility, costs your lessor may be willing to assume as a result of lease negotiations. If you lease the land and building for your School but you are responsible for retrofit or tenant improvement costs, your increased costs range from approximately $702,000 to $3,600,000 more than the estimated range in Table 1 and could be higher or lower depending on the project size and the geographic area in which your School is located.

15. We have relied on the experience of Goddard Manager, the former franchisor of School franchises, in offering and selling School franchises for over 20 years, as well as our experience since becoming the franchisor in August 2022, to compile these estimates and on information we and Goddard Manager have obtained from School franchisees. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

16. We and our affiliates do not offer financing directly or indirectly for any part of the initial investment, except that if you purchase items described in one of the Purchase Orders we issue as explained in note 8 above, we or an affiliate will pay the suppliers on your behalf after they issue their invoice and you will pay us or an affiliate when you receive the Opening Invoice. We do not charge you any interest for this service. The estimated initial investment in the above table does not include any finance charge, interest or debt service obligation.

Table 4 –If You Sign a Development Agreement

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Development Fee (1)	$120,000 to $300,000	Lump Sum	Upon signing the Development Agreement	Us
Project Management Fee (2)	$0 to $150,000	Lump Sum	If you participate in the Real Estate Support Program, you must pay us $30,000 per School you commit to develop upon signing the Development Agreement	Us

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Additional Funds – 3 months (per site) (3)	$5,000 to $20,000	As incurred	As incurred	Third Parties
Total Estimated Initial Investment (4)	$125,000 to $470,000			

Explanatory Notes

1. The development fee is $60,000 multiplied by the number of Schools to be developed within the Development Area. We expect the Development Agreement to cover between 2 and 5 Schools. We will apply $50,000 of the development fee toward the initial license fee owed under each franchise agreement that the Development Agreement covers.

2. If you participate in the Real Estate Support Program, you must pay us $30,000 of the total project management fee for each School when you sign the Development Agreement. For example, if you commit to develop 5 Schools under the Development Agreement, you must pay us the initial $30,000 portion of the project management fee for each School when you sign the Development Agreement (i.e., a total of $150,000). The remaining $45,000 portion of the project management fee for each school will be payable upon signing the applicable Franchise Agreement. The project management fee is described in further detail in Item 5 above.

3. This amount covers the costs needed to begin looking for sites in the Development Area and for business plan preparation and related expenses during the initial 3-month period after signing the Development Agreement. There is no additional initial investment for training, real property, equipment, fixtures, other fixed assets, construction, remodeling, leasehold improvements, decorating costs, inventory, security deposits, utility deposits, business licenses or other prepaid expenses required under the Development Agreement. You will incur costs for these and other expenses associated with developing and operating a School under the Franchise Agreement.

4. We have relied on the experience of Goddard Manager, the former franchisor of School franchises, in offering and selling School franchises for over 20 years, as well as our experience since becoming the franchisor in August 2022, to compile these estimates and on information we and Goddard Manager have obtained from School franchisees. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. No part of this initial investment is refundable.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your School, including any Annex, in strict conformity with the methods, standards and specifications we provide. You may not deviate from our standards and specifications by using or offering non-conforming products or differing amounts of any products or non-conforming or different services, without obtaining our prior written consent. You must sell and offer for sale only those services and products which we have expressly approved for sale in writing. We will make available to you our confidential Operating Manual (the "**Manual**"), which consists of operations manuals, videos and materials which contain mandatory and suggested specifications, standards and operating procedures. We may provide the Manual and other information electronically, including by email or by access to an intranet. The Manuals are currently housed on our internal resource site called Goddard Connect. If we change any specification, standard or operating procedure applicable to the operation of your School or change the Proprietary Marks or all or any part of the System, through changes to the Manual or notice to you, you will take all actions, at your expense, to implement these changes.

We will provide you with specifications for the furniture, equipment, supplies and signs required for the School, including any Annex. Specifications may vary, depending on the characteristics of the School, including the size and square footage of the School and available outdoor learning space. Specifications may include minimum standards for delivery, performance, warranties, design and appearance and local zoning, sign and other restrictions. We reserve the right to require you to purchase specific equipment that we designate from our designated suppliers (which may include or be limited to us or our affiliates). Except as otherwise described in this Item 8, you may currently purchase or lease certain original and replacement equipment, certain fixtures, certain signs and supplies meeting our specifications from any source. However, if you propose to purchase or lease any item of equipment or supplies or any fixture or sign not previously approved by us as meeting our specifications, you must first notify us and we may require submission of sufficient specifications, photographs, drawings and/or other information and samples to determine whether this item of equipment or supplies or this fixture or sign meets our specifications. We will advise you within a reasonable time, usually within 15 – 30 days after you have provided all requested information, whether this item of equipment or supplies or this fixture or sign meets our specifications. We do not charge a fee for our review of any proposed equipment, supplies, fixtures or signs.

You must develop and operate the School, including any Annex, in the manner we prescribe, but you must investigate, keep informed of and strictly comply, at your expense, with all applicable local, state, and federal laws, rules, regulations, ordinances, standards, and directives. With respect to construction, these include requirements concerning licensing; “star” ratings or a point system to designate the quality of the facility; specified minimum indoor and outdoor physical facilities and equipment; food service; shade; access to the School and accommodating student and employee physical limitations (e.g., the Americans with Disabilities Act); health, sanitation, smoking, fire codes, zoning, building codes, and environmental laws. Before you open the School, you must obtain all permits and certifications required to operate the School, including all business or other licenses and all zoning, access, signs and fire permits and approvals.

We maintain a list of approved suppliers for certain products and services. Access to our proprietary software currently called Franchise Management System (FMS) and access to proprietary curricular materials is currently available only from us. FMS is hosted by us on our computer system and access is available only from us, currently without charge, but we reserve the right to charge you a fee in the future. We may require you to purchase the proprietary curricular materials directly from us or a vendor we designate. The proprietary curricular materials you acquire from us may be subject to an additional fee payable to us (in addition to the reimbursement of our costs for any materials we require and acquire for you from a third-party vendor). We and our affiliates currently offer to submit our then-current form of Purchase Orders for certain products and services (including furniture, fixtures and equipment; marketing materials, stationery, forms, curricular resources; sign package; computer system (including all hardware, software and firmware) and network infrastructure, including a router and firewall (IT Security), network equipment / wireless access point devices, telephone, telecommunications infrastructure products and support services, interactive flat panel and digital signage package; and security system package) on your behalf for you to purchase these required items from our approved suppliers as we direct according to the then current IT Hardware Standards as set forth in the Manual. We do not however, offer to issue Purchase Orders for you to purchase these items for an Annex, except for a computer system and IT Security, which must always be purchased from our approved supplier as we direct according to the then current IT Hardware Standards as set forth in the Manual. We instead may require that you purchase certain items for an Annex other than a computer system and IT Security from our approved suppliers directly or through design/build professionals we designate. Except for items that we or our affiliates expressly state will be charged to you at our cost charged by the supplier, such as your purchases under Purchase Orders we issue, samples of which are attached in **Exhibit C-4**, we and our affiliates may obtain revenue from you and make a profit without any limit on the amount of profit we or our affiliate may make. We do not derive revenue from the sale of these items for which we submit any Purchases Orders to approved suppliers, and we do not derive a profit from the sale of these items, as the price charged by us will not exceed our cost charged by the supplier. We may supervise the installation of equipment and fixtures for which we issue Purchase Orders which we will submit to approved suppliers on your behalf. We will not charge an additional fee for these services.

Except for our proprietary software currently called Franchise Management System (FMS), playground equipment and installation services, FF&E, proprietary curricular materials discussed above, and development-related services provided under the Real Estate Support Program, we do not currently designate a sole supplier for any product or service. We may in the future designate an approved sole supplier or approved sole suppliers, including ourselves and our affiliates, for any one or more items, and you will have to purchase from them or us. You will have to pay us or our designated vendor if we implement a charge for use of our proprietary software. We require that you purchase certain products and services from our approved suppliers directly or through design/build professionals we designate. We may offer to issue Purchase Orders for you to sign that we will submit to approved suppliers on your behalf for these items where you purchase these items from our approved suppliers. Our approval or designation of a supplier does not constitute our guaranty or warranty of the supplier or the products or services offered by the supplier.

We and certain of our affiliates are and may be approved suppliers to our franchisees. Officers of our company do not own an interest in any supplier to our franchisees, except that certain officers of our company own indirect interests in our company and in affiliates that may be approved suppliers to our franchisees.

We and you designate in the Preliminary Agreement the area in which the School must be located. We must approve in writing your selection of the site for the School within that area. You should not invest significant time or money developing a site until you receive our written approval. Under the Preliminary Agreement or, if you are not signing a Preliminary Agreement, after our approval of your application and before we sign the Franchise Agreement, we may offer you sites that we or our affiliate have identified, secured, or assisted in securing, and that we have pre-approved within the area in which the School must be located. You may be limited to choosing from those pre-approved sites. Our approval of the location will be limited to a determination that the physical characteristics of the proposed location are suitable for the operation of a School but our approval does not constitute, and may not be deemed, a judgment as to the likely success of a School at the location or a judgment as to the relative desirability of the location in comparison to other locations within or outside the designated area. The use of a designated area to assist in locating your School does not mean that you will have an exclusive territory. You will not have an exclusive territory. We may accept other applications or enter into other Franchise Agreements for Schools within the same designated area.

You may lease your School premises from a third-party landlord or from us or our affiliate (where we or our affiliate own or hold the prime lease for the premises) or you may purchase your School premises from a third party or from us or our affiliate. If you or an entity you control lease your School premises, the individuals or entity on the lease must be the same individuals or entity that is the franchisee under the Franchise Agreement. If you purchase the School premises, any affiliated business entity that owns the School premises must be a separate entity from the entity that is the franchisee under the Franchise Agreement. The lease, sublease or purchase agreement with a third party for your School premises must be submitted to us for our approval before you sign them.

In addition, if you lease, sublease or purchase your School premises from us or our affiliate, the rent or purchase price, as applicable, may exceed the amount paid by us or our affiliate to the prime landlord or the person from whom we or our affiliate purchase the premises, as applicable, and thus we or our affiliate may derive revenue from the sublease or sale to you of your School premises. We and our affiliates may also derive revenue if we or they secure or assist in securing the premises of your School for a real estate developer or landlord who may thereafter lease or sell the School premises to you. Further, we and affiliates of ours may in the future offer to provide construction services to you and may make a profit.

If you lease the School premises, including any Annex, you and the landlord must sign the Rider to Lease and Collateral Assignment in the form we require. (Section 6A of the Franchise Agreement). A copy of our current Rider to Lease and Collateral Assignment is attached as **Exhibit C-12** to this disclosure document. If you or an entity you control own the School premises or acquire the School premises, including any Annex, during the term of the Franchise Agreement, you (or your affiliated entity) must sign an option to lease agreement and right of first refusal in the form we require. (Section 6A of the Franchise Agreement). A copy of our current Option to Lease Agreement and Right of First Refusal is attached as **Exhibit C-13** to this disclosure document.

If you purchase the land and build the facility for your School, or undertake the construction of any Annex or other construction project, we may require that you use design/build professionals we designate. If we do not require you to use design/build professionals, we, in our sole business judgment, may require you to engage and pay a third party construction manager we designate or approve for construction management services in connection with the development and construction of the School or other construction project. This requirement is in addition to the site assistance and development services we provide and the site development fee you pay to us. If you participate in the Real Estate Support Program, you must use architects, FF&E vendors, permit expeditors, a Real Estate Developer, sign vendors, playground vendors and a third-party project manager that we designate or approve. You must develop your School using our standardized prototype building plans. Custom designs are not permitted without our prior written approval.

You must pay us or our affiliate an initial marketing fee of (i) $55,000 if you have up to 130 full-time equivalent enrollment capacity; (ii) $65,000 if you have between 131 to 160 full-time equivalent enrollment capacity; or (iii) $75,000 if you have more than 160 full-time equivalent enrollment capacity. You must pay us or our affiliate $55,000 of the initial marketing fee when you sign the Franchise Agreement and any remaining balance when you receive the Opening Invoice. If you are purchasing the assets of an existing operating franchise, your initial marketing fee will be the then-current transfer marketing fee (currently $15,000) or a different amount based on our review of your proposed plan and assessment of the School's needs. The initial marketing fee is non-refundable, except as noted, and is paid to us to purchase marketing and promotional placements and services. Except as described above, the initial marketing fee is uniform for all persons presently acquiring a franchise.

You must participate in our advertising programs and pay a continuing monthly marketing fee to the national marketing fund for The Goddard School brand, which is called the TGS Marketing Fund. We may designate one or more marketing agencies and/or other suppliers for all national, regional and local marketing. TGS Marketing Fund, LLC now receives the marketing fees paid by franchisees and administers the marketing and promotional programs.

You are required to apply for and earn School accreditation through a national accreditor we approve within 18 months after your School opens for business, or by a later date we determine, and then maintain your accreditation. We estimate the current cost of obtaining accreditation is $2,850 to $3,850. We estimate that you will pay an enrollment fee of $1,000, an application fee of $450, and a candidacy/visit fee of $1,400, but your costs may be higher. These amounts are payable to an approved national accreditor.

You must obtain and maintain insurance, at your expense, as we require, for the School operating entity, including any Annex, if applicable, in addition to any other insurance required by applicable law, your landlord, lender or otherwise. If a School operating entity is owned by a holding company, you must disclose that to us, work with your insurance advisor and attorney to determine the insurance needs of your holding company based on the services it provides, and place appropriate lines of coverage and coverage limits for the applicable exposures.

You must purchase and maintain in full force and effect, according to the requirements set forth in the Manual, policies of insurance in the amounts we designate, which are currently:

Coverage	Minimum Limits
Commercial General Liability	$1,000,000 per Occurrence/$3,000,000 Aggregate Must include Premises Medical Expense in an amount not less than $15,000
Abuse & Molestation Liability	$1,000,000 per Occurrence/$3,000,000 Aggregate
Teachers Professional Liability	$1,000,000 per Occurrence/$3,000,000 Aggregate
Corporal Punishment Liability	$1,000,000 per Occurrence/$3,000,000 Aggregate
Umbrella Liability	$5,000,000 per Occurrence/$5,000,000 Aggregate Your umbrella policy(ies) must follow form and extend over the following underlying coverages: • Commercial General Liability • Sexual Abuse & Molestation Liability • Teachers Professional Liability • Corporal Punishment Liability • Employers Liability • Auto Liability
Property Insurance	Must include "Special Form" coverage with Full Replacement Value coverage on all assets, including inventory, furniture, fixtures, equipment, supplies and other property (including all outdoor equipment) used in the operation of your School. Property insurance must include Business Income – Actual Loss Sustained – minimum of 12 months required. Franchisees are encouraged to purchase 24 months. We strongly encourage you to purchase flood insurance, even if your School is not located in an official flood zone because of the increased prevalence of flooding events. Consult with your insurance broker to assess the risk based on your geographic area's risk profile. Franchisees with a lease must adhere to the requirements of the lease pertaining to building coverage and/or tenant improvements and betterments. Many property insurance policies will insure outdoor equipment up to a certain limit. If the full replacement value of your outdoor equipment exceeds the limit of your property insurance policy, you will need to secure a standalone Inland Marine insurance policy. "**Inland Marine**" provides property insurance that covers outdoor property including, but not limited to, AstroTurf, outdoor fences and netting, outdoor lighting, outdoor pools, court surfaces, radio and television antennas (including satellite dishes), signs, trees, shrubs, plants, lawns, playground surfaces (Pour 'N' Play), basketball hoops, shade structures (attached and standalone), outdoor classrooms, retaining walls, guardrails, and playground equipment.
Workers' Compensation and Employers' Liability	Workers' Compensation - In amounts prescribed by law Employers' Liability – in an amount not less than: • $500,000 Each Accident • $500,000 Each Employee • $500,000 Policy Limit

Coverage	Minimum Limits
Employment Practices Liability	In an amount not less than $1,000,000 per claim/$1,000,000 Aggregate
Cyber Liability	$500,000 per claim minimum/$1,000,000 Aggregate Cyber Liability must include Media Liability coverage. Producers should place a note in the COI description of operations box under Cyber Liability to clarify if Media Liability coverage is afforded under the Cyber Liability Policy. Cyber Liability must also include biometric coverage if your school has a biometric access device.
Media Liability **Only required if Media Liability is not included in Cyber Liability Policy**	$500,000 per claim minimum/$1,000,000 Aggregate
Automobile Liability	$1,000,000 Combined Single Limit for owned and/or non-owned and hired vehicles
Student Accident and Health Medical Policy	Including: • Accidental Medical Excess Coverage in an amount of at least $250,000 • Accidental Death Coverage in an amount of at least $10,000 • Accidental Dismemberment Coverage in an amount of at least $20,000 • Dental Coverage in an amount of at least $1,000

All franchisees and each School are required to have insurance that meets or exceeds the requirements set forth above. Policy limits and coverages may not be shared across different operating entities or Schools.

- Timing of Policies
  - o Pre-Construction and Construction Phases – refer to Construction Insurance Requirements for further information.
  - o Cyber Liability must be in effect when a Goddard email address is received.
  - o Employment Practices Liability must be in effect when the first employee is hired.
  - o The remainder of the franchisee insurance requirements must be in effect at the time the School receives its Certificate of Occupancy, Temporary Certificate of Occupancy, or when contents are delivered to the School, whichever is earlier.

All required policies are to be written on an occurrence basis except for Employment Practices Liability, Cyber Liability and Media Liability, which may be written on a claims made basis (except as prescribed by law). All policies, except for Workers' Compensation, must be written on a primary and non-contributory basis and provide a waiver of subrogation for the entities listed below. Primary and non-contributory insurance means that your insurance is primary, and will not seek contribution from any other insurance available to an additional insured under your policy. A waiver of subrogation is a provision that prohibits insurers from seeking redress from a third party.

The entities below must also be named as additional insureds and/or contain a Grantor of Franchise Endorsement on all lines of insurance except workers' compensation and student accident. All insurance policies shall contain an endorsement which provides that only actual notice to insured, if an individual, or to any executive officer of insured, if a corporation, shall constitute knowledge of the insured.

(1) Goddard Systems, LLC
(2) Goddard Franchisor, LLC
(3) Goddard Holding Guarantor, LLC
(4) Goddard Funding, LLC
(5) Goddard Real Estate Development Company, LLC

You or your third-party contractor or developer must purchase and maintain in full force and effect, according to the requirements set forth in the Manual, during any construction, renovation or remodeling work on the School premises. You should provide these requirements to your third-party contractor or developer as part of the bidding process for your project. If the third-party developer does not provide these minimum levels of insurance as part of their contract, you are responsible for securing this coverage. If you are working with a lender or financial institution, our requirements are separate and distinct from what the lender or financial institution may require. These insurance requirements apply to you regardless of what the lender or financial institution may require. The following types and amounts of insurance policies, all on an Occurrence basis, must be obtained:

Requirement	Details
Construction Liability (Must be evidenced by the General Contractor)	General Liability - $1M per Occurrence/$2M Aggregate Umbrella Liability - $5M per Occurrence/$5M Aggregate This coverage must be in place upon the start of construction.
Premises Liability (Must be evidenced by the Land or Building Ownership Entity)	General Liability - $1M per Occurrence/$2M Aggregate Umbrella Liability - $2M per Occurrence/$2M Aggregate Refer to the Online Operating Manual for a matrix that further describes insurance requirements by type of project and ownership.
Workers Compensation and Employers' Liability (Must be evidenced by the General Contractor)	In amounts prescribed by law covering all personnel working on the construction site. This coverage must be in place upon start of construction.
Builder's Risk (Must be evidenced by the General Contractor or the Building Ownership Entity)	The Builder's Risk/Installation insurance, must, at a minimum, cover a reasonable estimate of the cost of construction or renovation. This coverage must be in place upon the start of construction.
Description of Operations/Location	Clearly list the job site with the full address information within the description of operations box on the certificate of insurance.
Additional Insured Entities and Certificate Holder	The following entities must be named as additional insureds on all lines of coverage (except Workers' Compensation). • Goddard Systems, LLC • Goddard Franchisor, LLC • Goddard Holding Guarantor, LLC • Goddard Funding, LLC • Goddard Real Estate Development Company, LLC Use the following address for the Certificate Holder Address: 1016 W. 9th Avenue Suite 140 King of Prussia, PA 19406 All insurance policies shall contain an endorsement which provides that only actual notice to insured, if an individual, or to any executive officer of insured, if a corporation, shall constitute knowledge of the insured:
Insurance Carrier Rating	All insurance policies must be with companies having a rating of A- or better as determined by A.M. Best and Co. All companies must be licensed in the state the School is located and must be acceptable to us.
Where and when to submit Certificate of Insurance	Send certificate of insurance to: insurance@goddardsystems.com with a copy to the assigned Goddard construction project manager.

You must furnish us and all other persons we designate, certificates issued by each of your insurers indicating that all required insurance is in full force and effect and that each insurance policy shall not expire or be terminated or changed without giving us written notice at least 30 days in advance. Within five days of our request, you must deliver to us a copy of all insurance policies for examination.

In addition, there may be insurance requirements mandated by the landlord and the regulatory authority in the state in which the School operates. You must ensure that both our requirements and those of the landlord and the state are obtained and maintained throughout the term of the Franchise Agreement. We will specify the type and amount of insurance in the Franchise Agreement, the Manual, through changes to the Manual or notice to you, or otherwise in writing. We may change the required insurance coverage and/or minimums at any time upon 30 days' written notice to you. Any breach of insurance coverage constitutes a breach of the Franchise Agreement.

If you participate in the Real Estate Support Program, the Real Estate Documents may require you to obtain and maintain additional insurance coverage beyond the insurance requirements described above. The specific types and amounts of insurance required under the Real Estate Documents will be set forth in those agreements. These requirements are in addition to, and not in lieu of, the insurance requirements set forth in the Franchise Agreement and the Manual.

If you do not purchase and maintain in effect the required policies of insurance, we may secure coverage for you and may charge a reasonable fee for our services, including our costs and expenses.

You must purchase a computer system including all hardware, software and firmware, network infrastructure including a router and firewall (IT Security), network equipment / wireless access point devices, and telecommunications infrastructure products and support services, interactive flat panel and digital signage for the operation of the School. We do not derive revenue from your purchase of these items if we submit your Purchase Orders to the approved suppliers on your behalf, we do not currently charge you for our proprietary software, and we do not make a profit on these items you do purchase through Purchase Orders we issue or on our proprietary software. The computer system and IT Security must be purchased through Purchase Orders we issue or from our approved suppliers as we direct according to the then current IT Hardware Standards as set forth in the Manual.

We may provide you with information technology maintenance and support services and charge you a reasonable fee if we determine in our sole business judgment that the services we are providing to you are in excess of the general level of services we then provide to franchisees.

In 2025, neither we nor Goddard Manager nor its affiliates, recognized any revenue in accordance with U.S. Generally Accepted Accounting Principles in connection with required sales or leases or services to School franchisees. Any revenue we or our affiliates received from franchisees in connection with Purchase Orders is pass-through and therefore is not recognized. In 2025, our affiliate, TGS Marketing Fund, LLC, did not receive any discounts or commissions in connection with the placement of advertising nor derive any income from its purchases and placement of advertising but may do so in the future. Approximately 95% of your total purchases in connection with the establishment of your School and approximately 5% of your overall purchases in operating the School must be purchased through Purchase Orders we issue, from approved suppliers or in accordance with our standards and specifications.

In 2025, a third-party supplier sold a book that introduces and supplements the "Wonder of Learning" curriculum to our franchisees and the general public. We received payments from the third-party supplier equal to 15% of its total sales of the book. A third-party supplier sold branded merchandise to our franchisees and the general public through an online store. We received payments from the third-party supplier ranging from 10% to 15% of the sales generated through the online store. We partner with a third-party company to offer online business accounts to an e-commerce platform. We received payments from the third-party equal to approximately 0.6% of eligible purchases. Other than as described above, neither we nor our affiliates received any payments from any suppliers because of their transactions with School franchisees. We may, in the future, receive fees and other payments from other suppliers, distributors and/or others in connection with other products and services that you purchase and we may use the fees for our own purposes. In addition, suppliers pay booth fees and/or may sponsor events to participate in our franchisees' and/or directors' conventions. The suppliers' payments may subsidize our costs to hold the convention.

We may negotiate purchase arrangements with suppliers, including price terms and product allocation reservations, for your benefit, but we are not obligated to do so. We do not provide any material benefits to you, for example, renewal rights or granting additional franchises, based on your purchase of particular products or services or use of particular suppliers. There are no purchasing or distribution cooperatives.

Under the Development Agreement, each site is subject to our acceptance. The site must meet our then current site selection standards. Otherwise, the Development Agreement does not require you to buy or lease from us or designated or approved suppliers, or according to our specifications, any goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items to establish or operate the business under the Development Agreement. However, you must follow our requirements under the franchise agreement for each School you develop.

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.

Obligation	**Section in agreement***	**Disclosure Document Item**
a. Site selection and acquisition/lease	Section 1 of the Preliminary Agreement; Section 6A of the Franchise Agreement; Sections 1.E. and 3 of the Development Agreement; Lease; Exhibits A and B of Schedule to Project Management Agreement	Items 6, 7, 8 and 11
b. Pre-opening purchases/leases	Sections 6A, 6B and 16D of the Franchise Agreement; Lease; Section 2 of Schedule to Project Management Agreement	Items 5, 7 and 8
c. Site development and other pre-opening requirements	Section 6 of the Franchise Agreement; Schedule to Project Management Agreement	Items 7 and 11
d. Initial and ongoing training	Sections 6D, 6E and 6F of the Franchise Agreement	Item 11
e. Opening	Not Applicable	Not Applicable
f. Fees	Section 4 of the Preliminary Agreement; Section 2 of the Termination of Preliminary Agreement and Mutual Release; Sections 2B(6), 4, 5, 6A, 6L, 6P, 6T, 10, 11, 12B, 12J, 14D, 15, 16, 18, 23E of the Franchise Agreement; Section 3 of the Termination of Franchise Agreement and Mutual Release; Sections 2 and 7.H. of the Development Agreement; Section 4 of Lease; Section 5 and Exhibit A of Project Management Agreement and Schedule to Project Management Agreement	Items 5, 6 and 7

Obligation	Section in agreement*	Disclosure Document Item
g. Compliance with standards and policies/operating manual	Sections 6B, 6C, 6G, 6H, 6M, 6N, 6O, 6P, 6Q, 6R, 17C, 17D, 17E of the Franchise Agreement	Items 11 and 16
h. Trademarks and proprietary information	Sections 7, 8 and 9 of the Franchise Agreement; Sections 1.D. and 6 of the Development Agreement; Sections 5 and 7 of Lease; Sections 6 and 11 of Project Management Agreement	Items 13 and 14
i. Restrictions on products/services offered	Sections 6B and 6I of the Franchise Agreement; Section 23 of Project Management Agreement	Items 8, 11 and 16
j. Warranty and customer service requirements	Section 6H of the Franchise Agreement	Not Applicable
k. Territorial development and sales quotas	Sections 1 and 3 and Exhibit A of the Development Agreement	Item 12
l. On-going product/service purchases	Sections 6G and 6L of the Franchise Agreement	Item 8
m. Maintenance, appearance, and remodeling requirements	Section 6G of the Franchise Agreement; Sections 11 and 13 of Lease	Not Applicable
n. Insurance	Section 11 of the Franchise Agreement; Sections 6, 8, and 9 of Lease; Section 12 of Project Management Agreement and Section 5 of Schedule to Project Management Agreement	Item 6
o. Advertising	Section 5 of the Franchise Agreement	Items 5, 6, 7, 8 and 11
p. Indemnification	Section 12C of the Preliminary Agreement; Section 18C of the Franchise Agreement; Section 11 of the Development Agreement; Sections 5(B), 8(B), and 39 of Lease; Sections 4.3 and 14 of Project Management Agreement	Not Applicable
q. Owner's participation/ management/staffing	Section 16A of the Franchise Agreement	Item 15
r. Records and reports	Sections 6L, 9B, 10 and 17 of the Franchise Agreement; Section 10 and Exhibit A of Project Management Agreement	Item 6
s. Inspections and audits	Sections 6R and 10 of the Franchise Agreement; Section 7 of Lease	Item 6
t. Transfer	Sections 3E and 6 of the Preliminary Agreement and Section 12 of the Franchise Agreement; Section 7 of the Development Agreement; Section 16 of Lease; Section 24 of Project Management Agreement	Items 15 and 17
u. Renewal	Section 5A of the Preliminary Agreement; Section 2 of the Franchise Agreement; Section 22 of Lease; Section 3 of Project Management Agreement	Item 17
v. Post-termination obligations	Section 7 of the Preliminary Agreement; Section 14 of the Franchise Agreement; Section 17(C) of Lease; Section 17 of Project Management Agreement	Item 17

Obligation	Section in agreement*	Disclosure Document Item
w. Non-competition covenants	Section 3 of the Preliminary Agreement; Section 16 of the Franchise Agreement; Section 9 of the Development Agreement	Item 17
x. Dispute resolution	Section 10 of the Preliminary Agreement; Section 23 of the Franchise Agreement; Section 16 of the Development Agreement; Section 18 of Project Management Agreement	Item 17
y. Other: Guarantee of franchisee obligations	Sections 10G and 12D of the Franchise Agreement; Personal Guaranty; Assignment and Assumption Agreement (attached as **Exhibit C-14**)	Items 1, 15 and 17

*References to the Franchise Agreement in this Item 9 include references to the Franchise Agreement (Renewal) unless specifically stated.

Item 10

FINANCING

You are responsible to set up your own financing arrangements; however, we have a Finance Department that can assist you in the preparation of financial applications to lending institutions. We will not derive revenue from any third party for this assistance. If you get a loan for the School, you must provide to our Finance Department a copy of your commitment letter and loan structure. If you do not get a loan, you must provide to our Finance Department proof of your funds.

We and our affiliates do not offer or arrange direct or indirect financing, except that if you purchase certain initial furniture, equipment, computer system, IT Security and other items and materials through Purchase Orders we offer to issue and submit to approved suppliers on your behalf as described in one of our Purchase Orders for a School (other than an Annex), which we estimate in the aggregate total $357,000 – $435,000, we or an affiliate will pay the suppliers on your behalf after they issue their invoice and you will pay us or an affiliate when you receive the Opening Invoice. You may purchase a computer system, IT Security, and network equipment / wireless access point devices as described in Purchase Order #4 with an estimated cost of $26,000 to $40,000 for an Annex through Purchase Orders we issue on the same basis. We do not charge you any interest, take a security interest in the items or impose any prepayment penalty. We require that you sign the Purchase Orders and the Franchise Agreement, and we will have all of our rights under the Franchise Agreement if you fail to make payment to us. If you fail to pay us following receipt of our Opening Invoice, you will be in default under the Franchise Agreement, which may lead to loss of the franchise and termination of the Franchise Agreement, subject to any right you may have to cure. We will be entitled to interest compounded monthly from the due date at 1.5% per month or the maximum legal interest rate, whichever is lower, and our collection costs, including attorneys' fees, court costs and expenses. We do not require that you waive notice or confess judgment, but you do waive your right to jury trial and punitive, exemplary or consequential damages and you may not consolidate any dispute with a claim of any other franchisee, individual or entity and you may not pursue any class claims. (Franchise Agreement and Franchise Agreement (Renewal), Section 4C, Section 13.B and Section 23).

We and our affiliates do not guarantee any of your financing, lease or any other obligations. We and our affiliates do not receive direct or indirect payments for placing financing with any other lender.

There is no past or present practice, and we do not have a present intent to sell, assign or discount, to any third party your promissory note, contracts or your other obligations, in whole or in part, but we reserve the right to do so at any time. If we sell, assign or discount your obligations to a third party, the third party may be immune under the law to any defenses to payment you may have against us.

Item 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

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

As noted in Item 1, we are party to a management agreement with Goddard Manager for the provision of support and services to School franchisees. Goddard Manager will have the authority to exercise many of our rights and perform many of our obligations under the Franchise Agreement and Preliminary Agreement. Although we have delegated our rights and responsibilities to Goddard Manager, we remain ultimately responsible for all of the support and services required under the Franchise Agreement and Preliminary Agreement. References to "we" or "us" shall include and/or mean Goddard Manager on our behalf, as applicable.

Pre-Opening Assistance

If you sign the Development Agreement, then before you begin operating your business under that agreement, we will:

(a) Determine the Development Area within which you will look for School sites. (Section 1.A. of the Development Agreement.)

(b) Determine the number of Schools that you must open in the Development Area under the Development Schedule attached to the Development Agreement. (Section 1.A. of the Development Agreement.)

(c) Determine the Development Schedule and the deadlines by which you must open and begin operating each School to be developed under the Development Agreement. (Section 1.A. of the Development Agreement.)

Under the Franchise Agreement, before you open your School, we will:

(a) Designate the area in which you may seek and select a site for your School. (Preambles to the Preliminary Agreement.)

(b) Expend time and effort and incur expenses as reasonably required to inspect a site you propose and assist you to secure the lease or purchase of a location. (Section 2 of the Preliminary Agreement.)

(c) Provide you with the specifications for the initial and replacement supplies, equipment, and exterior and interior signs required for the School. (Section 3D of the Franchise Agreement.)

(d) Expend time and effort and incur expenses as reasonably required to review and approve all construction plans, site plans, blueprints and other information; provide prototypes of building plans. (Section 2D of the Preliminary Agreement; Section 6A of the Franchise Agreement and the Franchise Agreement (Renewal)).

(e) Provide for opening promotion, brand development, public relations, and initial marketing for the opening of the School, subject to applicable law. (Section 3B of the Franchise Agreement.) (But not required under Section 3B of the Franchise Agreement (Renewal) because your

School has been open and in operation). Some states may impose restrictions on marketing, including prohibiting marketing before you receive a license to operate or begin operation of your School.

(f) Make available to you the Manual during your training. If you are renewing a Franchise Agreement, we continue to make the Manual available to you. (Sections 3E and 8 of the Franchise Agreement and the Franchise Agreement (Renewal)). The Manual is described below.

(g) Provide assistance and help support with school specific and local marketing efforts and management of leads using tracking systems we deem appropriate in our business judgment. Our support may be primarily by telephone or electronic communication, including email. (Section 3H of the Franchise Agreement.)

(h) Provide an initial training program to up to 2 individuals named as parties to the Franchise Agreement or 2 of your owners, as applicable, for the initial training and opening support fee. We will also provide an initial training program to individuals we have approved to serve as your Designated On-Site Operator and additional individuals who are parties to the Franchise Agreement or your owners, as applicable, for additional fees. The initial training programs will be delivered through a blend of online course work, virtual, live sessions and in person training at our corporate offices or at another training site we select in accordance with our then current training program. You must pay for the expenses of all individuals during training, including the cost of food, all transportation and lodging costs for any in-person training portion. (Section 3A of the Franchise Agreement.) (But not required under Section 3A of the Franchise Agreement (Renewal) because your School has been open and in operation). We are also not required to provide an initial training program for the Designated On-Site Operator with regard to the addition of a Companion School to the Franchise Agreement because your trained individuals running operations for the associated School will also be responsible for overseeing and managing the Companion School. (Section 3 of the Amendment to Franchise Agreement (Modified Fee)).

(i) Provide training on our proprietary program, platform and reporting (Section 3.A. of the Franchise Agreement.)

(j) Provide proprietary curricular materials or designate a vendor to provide such materials (Section 6.B. of the Franchise Agreement.)

(k) If you participate in the Real Estate Support Program, we or Goddard Development Company may also: (i) identify and evaluate potential sites and Real Estate Developers for your School and present site approval materials and Real Estate Developers to you for your review; (ii) prepare and coordinate the negotiation of the Real Estate Documents; and (iii) coordinate pre-construction and construction activities and monitor progress toward key development milestones.

Post-Opening Assistance

If you sign the Development Agreement, then during your operation under that agreement, we will:

(a) If we identify or receive an acceptable proposal from a third party with respect to a site suitable for the operation of a School, and (1) you are in substantial compliance with the terms and conditions of the Development Agreement (including the Development Schedule), all franchise agreements executed under the Development Agreement, and any other franchise agreements between you or any of your principals and us; and (2) you then possess adequate financial, operational and managerial resources to operate a School at the site, as determined by us, you will have a right of first refusal to enter into a franchise agreement with us to establish and operate a School at the site. Within 15 business days of our approval of a site or approval of an acceptable proposal from a third party regarding a site, we will provide you with notice of the existence of the site, including a copy of the completed "Notice of Goddard Site Approval Form" and a copy of our then-current Franchise Disclosure Document. (Section 1.E. of the Development Agreement.)

(b) Accept or reject sites proposed by you. We will expend such time and effort and incur such expense as may be reasonably required in our sole business judgment to inspect sites submitted by you. We will have 60 days after receipt of the description of the proposed site and other information and materials from you to accept or reject, in writing, the proposed site for development as a School. If we accept a proposed site, we will provide you with a copy of our then-current Franchise Disclosure Document and proposed franchise agreement concurrently with the written notice of approval. If we do not reject a proposed site by written notice to you within 60 days, such site will be deemed rejected by us. We will not unreasonably withhold acceptance of a site that meets our standards for general location and neighborhood, traffic patterns, size, layout and other physical characteristics, rental, lease terms including duration, and general conditions for use as a School. Our acceptance of a site will not constitute a judgment as to the likelihood of success of the School at such location or a judgment as to the relative desirability of such location in comparison to other locations within the Development Area. (Sections 3.B., 3.E., and 5 of the Development Agreement.)

(c) Provide you with township approval process consultation as we may deem advisable. (Section 5 of the Development Agreement.)

Under the Franchise Agreement, during your operation of your School, we will:

(a) Provide continuing advisory assistance for the operation of the School as we deem appropriate. (Section 3C of the Franchise Agreement.)

(b) Expend time and effort and incur expenses as reasonably required to review and approve all construction plans, site plans, blueprints and other information; provide prototypes of building plans. (Section 6A of the Franchise Agreement and the Franchise Agreement (Renewal)).

(c) Administer the marketing fees paid by you to the TGS Marketing Fund (Section 3G of the Franchise Agreement) and spend all marketing fees for marketing, promotion and other permitted uses (including operating costs and proportionate compensation of our and our affiliates' employees). (Section 5 of the Franchise Agreement.)

You will pay us a continuing monthly marketing fee for the TGS Marketing Fund (the "**TGS Marketing Fund**" or the "**Fund**") in the amount of 4% of Gross Receipts of the School, including the Gross Receipts derived from any Annex. We may assess a continuing monthly marketing fee in a lesser amount than the amount we have the right to assess if we determine, in our sole business judgment, that the lesser amount will purchase an appropriate level of marketing for the brand or the TGS Marketing Fund, provided that assessment of a lesser amount does not constitute a waiver of our right to assess the full amount. Unless required by applicable law, we will have no obligation to create a trust account, escrow account, or other special account for the TGS Marketing Fund, and the monies comprising the TGS Marketing Fund may be placed in our general account(s) if we desire. No fiduciary duty is created by the existence of the TGS Marketing Fund. We intend the TGS Marketing Fund to be of perpetual duration, but we maintain the right to terminate the TGS Marketing Fund or to create new accounts or merge accounts. We will not terminate the TGS Marketing Fund until all money in the TGS Marketing Fund has been expended for marketing, promotion or other appropriate purposes or returned to contributors on the basis of their respective fees. (Section 5B of the Franchise Agreement).

All monthly marketing fees will be payable at the same time as the monthly royalty fee. We may designate an affiliate to administer the TGS Marketing Fund and/or marketing and promotional programs for us, and may transfer to our affiliate all or a portion of the marketing fees paid by you, and we may direct you to pay all or a portion of your monthly marketing fees directly to our affiliate. We or our affiliate will direct all marketing, promotion or other appropriate uses to be undertaken through the use of the TGS Marketing Fund in our or our affiliate's sole business judgment. We or our affiliate will have control over all creative concepts, materials and media used in all programs and the placement and allocation of all programs. Neither we nor our affiliate has an obligation to spend any or all of the marketing fees within the period or the year collected. We may use the fees for marketing for future time periods, or to reimburse us or our affiliate for expenses incurred before collection of the marketing fees from you or other franchisees. Marketing fees are non-refundable. We or our affiliate may receive and retain discounts or commissions from the placement of marketing. We may estimate your Gross Receipts and collect estimated continuing marketing fees if you fail to report your Gross Receipts on a timely basis. (Section 5B of the Franchise Agreement).

You will acknowledge our right to pay from the marketing fees collected all costs and expenses related to the formulation, development, production, media and all other costs of marketing and promoting The Goddard School® brand including operating expenses and the proportionate compensation of our and our affiliates' employees who devote time and render services in the conduct, formulation, development and production of marketing and promotion programs or who administer these funds. These marketing and promotion costs and expenses may include website development and costs, web-based marketing development, intranet development and costs, reputation management, marketing automation tools, email marketing, public relations, digital and non-digital media vehicles, content management software, licensed content and imagery, SEO software, agency fees, toll-free school locator costs, fees for consultants to assist with strategy development, research, general marketing and system projects, and costs and fees related to the research and development of potential products and services, materials and other services intended to promote The Goddard School® brand or increase School enrollment such as surveys, mystery shops, teacher recruitment and retention, and other activities intended to promote the goodwill of the brand or System. You will further acknowledge that marketing fees payable under the Franchise Agreement will <u>not</u> be used to pay for your print and online business listings advertisements or the costs of any services that you engage directly and that we or our affiliate do not provide, for example, social media placement firms (see below). We will spend all marketing fees for media and advertising as described above on a national, regional and/or local basis. No percentage of the marketing fees collected is used for advertising that is principally a solicitation for the sale of franchises but we reserve the right to include a message or statement in any marketing indicating that franchises are available for purchase and related information. (Section 5B of the Franchise Agreement).

The media we use for marketing may include a broad range of digital and non-digital promotional channels. Currently, marketing is conducted through systemwide, and individual school programs. Our affiliate TGS Marketing Fund, LLC, whose sole business is to administer the TGS Marketing Fund, is our advertising agency and the source of the advertising. In 2025, marketing fees were used as follows: approximately 75% for media placement and promotional items supplied to the Schools and approximately 25% was retained to compensate our affiliates for costs and expenses associated with the formulation, development, and production of marketing and promotion (including operating expenses and the proportionate compensation of employees) and commissions. (These percentages are unaudited). Except where market conditions, contractual obligations or other circumstances require different contributions, all our franchisees are currently obligated by contract to contribute at the same rate except that we may collect a lesser amount than required as described above without waiving our right to collect the full amount due under the Franchise Agreement. Any Schools we or our affiliates operate will contribute at a similar rate.

You will agree that marketing and promotion conducted by us is intended to maximize general public recognition and patronage of Goddard Schools in the manner that we determine in our sole business judgment to be most effective. Therefore, we undertake no obligation to develop, implement or administer the marketing programs to ensure that your School will benefit directly or in proportion to the amount you contribute from the placement of marketing. We do not have to spend any amount on advertising in the area or territory where your School is located. If you request in writing, we will provide an annual statement of receipts and disbursements of the TGS Marketing Fund. The TGS Marketing Fund receipts and disbursements are not subject to audit. You may have to purchase marketing materials produced by the Fund or by us or our affiliates; we, our affiliates or the Fund may make a profit on the sale. (Section 5B of the Franchise Agreement.)

You will acknowledge the need to market and promote your business on a local basis in accordance with our then current guidelines and standards, which are in the Manual. Accordingly, you will agree to execute school specific marketing and advertising, however the payment of these services will be your sole responsibility. You will agree that your obligation to execute school specific marketing and advertising under this Agreement is not diminished notwithstanding the actual amount of expenditures by other franchisees of ours, or of default of this obligation by any other franchisees. We may designate one or more marketing agencies and/or other suppliers for all national, regional and local marketing and you must engage the designated agencies and/or other suppliers for local marketing if we do so. (Section 5C of the Franchise Agreement).

We will secure the telephone number and listing for your School including any approved Annex. Either we or you will own the telephone number depending on the telephone service you choose. Typically we will own the telephone number in the case of a landline, but you will own the telephone number in the case of VOIP (Voice Over Internet Protocol) telephone service and certain other telephone service options. You will notify us in writing of all telephone numbers and telephone service providers used by the School, including any approved Annex, and you will promptly notify us in writing of any change or addition of telephone numbers and telephone service providers for your School. At your request, we will consider and may, in our sole business judgment, contract for any changes for telephone service providers of your School if we own the telephone number. We will have the right to control all business listings advertising, including any Internet based advertising. We will determine, in our sole business judgment, the size of display advertisements and the type of advertisements to be placed in all business listings advertisements. You must pay the telephone company directly for all telephone numbers you own or use. You must also reimburse us upon your receipt of an invoice from us, for all telephone bills we may pay with respect to telephone service and telephone number(s) used by your School (whether or not you own the telephone number(s) or have direct responsibility to the telephone company.) We will place all print and online business listings advertising for you and other franchisees of the System. (Section 5D of the Franchise Agreement).

You must conduct all marketing and promotion of any type in a dignified manner and will conform to the standards and requirements we prescribe. You will submit to us, for our approval, samples and descriptions of all marketing and promotional plans, webpages, electronic content, emails, signs, materials and methods of delivery that you desire to use and that have not been prepared or previously approved by us. You will not use any marketing or promotional plans, webpages, electronic content, emails, materials or methods of delivery or posting unless and until you have obtained approval from us, and you will not use any marketing or promotional program that was approved by us more than 12 months before your planned date of publication, posting, delivery or use, without first receiving our written approval to use or publish those materials. At our request, you will include a message or statement in any advertisement, including any signs you purchase at your expense, indicating that franchises are available for purchase and related information. (Section 5E of the Franchise Agreement).

You will not develop, own or operate any website, webpage, domain name, email address or other identification of your School using the Proprietary Marks or otherwise referring to your School without our prior written consent, which we are not obligated to provide. The restrictions on your marketing described above include any electronic medium for communication, including websites, webpages, email, texting, blogs and social networking sites. (Section 5F of the Franchise Agreement).

The telephone numbers we secured and will provide to you, or that you secure and own and identify to us in written notice, will be the only telephone numbers used in all marketing in any medium, including any toll-free line. You will not own any toll-free lines without our written approval. (Section 5G of the Franchise Agreement).

The Franchise Agreement does not contain a provision authorizing us to form, change, dissolve or merge marketing cooperatives. We do not currently have any marketing cooperatives. We do currently have a marketing input group that advises us on advertising policies. Our franchisees may volunteer to serve on the marketing input group. The marketing input group serves only in an advisory capacity and has no operational or decision-making power. We have the authority to form, change, or dissolve the marketing input group.

(d) Provide assistance and help support with school specific and local marketing efforts and management of leads using tracking systems we deem appropriate in our business judgment. Our support may be primarily by telephone or electronic communication, including email. (Section 3H of the Franchise Agreement.)

(e) In an effort to maximize the efficiency of marketing and promotions, we may purchase marketing or otherwise advance funds on your behalf in advance of your initial marketing fee or otherwise. We will be entitled to full reimbursement of any amounts we advanced on your behalf upon our request and immediately if the Franchise Agreement is terminated, expires or is transferred. (Section 5H of the Franchise Agreement.)

(f) We will make available to you the Manual containing mandatory and suggested specifications, standards, operating procedures and rules as we require, as well as information relative to your other obligations under the Franchise Agreement and to the operation of the School. (Sections 3E and 8 of the Franchise Agreement.) The Manual is described below.

(g) We will use our commercially reasonable efforts to maintain high standards of quality, appearance, professionalism and service of the System and to that end will conduct periodic inspections of the School, as we deem advisable. (Section 6F of the Franchise Agreement.)

(h) We will make available any other training programs as we deem appropriate. (Section 3A of the Franchise Agreement.) We may require you to engage in and complete additional training programs, as described in this Item 11. We are unable at this time to estimate the cost you may incur for your attendance at these additional training programs, if in-person attendance is required. (Section 6E of the Franchise Agreement.)

(i) Provide you with the specifications for the supplies, equipment, and exterior and interior signs required for the School. (Section 3D of the Franchise Agreement.)

(j) Provide you with education quality standards for operating a high quality educational program (Section 6.I. of the Franchise Agreement.)

Computer Requirements

You must keep books and business records according to our formats, including for any Annex. (Section 10 of the Franchise Agreement.) In addition, before you open your School or any Annex, you must buy a computer system, including all hardware, software and firmware and network infrastructure, including a router and firewall (IT Security), network equipment / wireless access point devices, a telephone system, including telecommunications infrastructure products and support services, that meet our then-current requirements according to the then current IT Hardware Standards as set forth in the Manual. Any Annex will have a computer system, IT Security, network equipment / wireless access point devices, and telecommunications infrastructure products and support services on the premises, but they will be integrated with and not separate from the computer system, IT Security network equipment / wireless access point devices, and telecommunications infrastructure products and support services installed at the associated School, including our proprietary software (currently called Franchise Management System (FMS)) and website systems, but we may require that you be able to identify Gross Receipts and costs associated with any Annex. (Section 6M of the Franchise Agreement.) Our current minimum hardware requirements follow. These requirements will change as technology changes.

1. A desktop or laptop system that includes minimally an I5 processor, 8 GB of RAM, a monitor, keyboard and mouse (if desktop system), 250 GB Hard Drive, Network Interface Card and/or WiFi adaptor, and is equipped with Microsoft Windows 10 or above, and Endpoint Detection and Response (EDR) software installed and enabled. You may need to periodically purchase additional hardware to support the system we require; Windows 10, Endpoint Detection and Response (EDR) software and other software products must be covered under a maintenance agreement and you are required to maintain currency of all software per manufacturer requirements.

2. An iPad Air 2 or later, or a Surface tablet that includes minimally an I3 processor, 4 GB of RAM, 250 GB Hard Drive, Network Interface Card and/or WiFi adaptor, and is equipped with Microsoft Windows 10 or above, and Endpoint Detection and Response (EDR) software installed and enabled. You may periodically be required to purchase additional hardware to support this system; Windows 10, IOS, Android, Endpoint Detection and Response (EDR) software and other software products must be covered under a maintenance agreement and you are required to maintain currency of all software per manufacturer requirements.

3. You must use our proprietary software currently called Franchise Management System (FMS) and any other proprietary or designated software we may require from time to time, including the Wonder of Learning Digital Platform. The FMS has been developed to record student information and handle accounts receivable, cash receipts, staff scheduling and management reports for your internal use. The FMS also provides statistical data which we may periodically require. We do not currently charge a fee to license this software, but we reserve the right to do so in the future and we may require that you pay us directly or a vendor.

4. You must have high-speed internet access for your School, minimum download speeds of 25 Mb and upload speeds of 10 MB. Larger schools will require additional bandwidth.

5. Network Infrastructure – If you are opening a new School, a small business class network infrastructure capable of wired ethernet and wireless (wifi) connectivity with a router/firewall purchased through Purchase Orders we issue or from our approved supplier, configured by us or the supplier. Content filtering/parental controls must be enabled to ensure safe internet usage.

If you are purchasing an existing School, a small business class network infrastructure capable of wired ethernet and wireless (wifi) connectivity with a router/firewall purchased through Purchase Orders we issue or from our approved supplier, configured by us or the supplier if necessary (depending on the age of the capabilities of the existing equipment, at our discretion). Content filtering/parental controls must be enabled to ensure safe internet usage. The required IT equipment inventory survey will be conducted early in the transfer process to assess whether any equipment upgrades are required. The cost for the survey is estimated to be $700. Any required upgrade to the network and/or the equipment identified in the IT equipment inventory survey must be completed. The estimated cost for such upgrade(s) is $5,000 to $7,000.

The estimated cost for the computer hardware, software, firmware, network infrastructure (IT Security), network equipment / wireless access point devices, telephone, telecommunications infrastructure, installation services for the IT network and computer equipment, interactive flat panel and digital signage package is $26,000 - $40,000 if you purchase through Purchase Orders we issue. See Purchase Order #4 in **Exhibit C-4**.

Under the terms of the Franchise Agreement, we have the right to charge a reasonable systems fee for use of our computer system that we may provide or require you to use, for modifications, enhancements and installations made to the computer system, including all hardware, software and firmware and network infrastructure, including a router and firewall (IT Security), network equipment / wireless access point devices, and a telephone system, including telecommunications infrastructure products and support services, proprietary software and other maintenance and support services that we may furnish to you. We may also charge a reasonable fee on an individual franchisee basis for other information technology maintenance and support services we may provide that we determine in our sole business judgment, are in excess of the general level of services we then provide to franchisees. We currently provide maintenance and support for our proprietary software (currently called Franchise Management System (FMS) without collecting a fee. We also may modify specifications to our computer systems, including all hardware, software and firmware and network infrastructure, including a router and firewall (IT Security), network equipment / wireless access point devices, and telephone systems, including telecommunications infrastructure products and support services, interactive flat panel and digital signs and may require you to purchase, lease and/or license new or modified computer systems, including all hardware, software and firmware and network infrastructure, including a router and firewall (IT Security), network equipment / wireless access point devices, telephone systems, including telecommunications infrastructure products and support services, interactive flat panel and/or software or digital signage and to obtain service and support for the computer system, telephone system, interactive flat panel and digital signage during the term of the Franchise Agreement. You must install and configure endpoint security and data loss threat prevention software we specify and authorize us to monitor endpoint security and data loss threat prevention software on your computer systems. You must update/upgrade the software, from time to time as we specify, to remain effective against evolving threats and vulnerabilities.

We do not require or recommend any maintenance or support contracts, but suppliers do offer them. Our preferred computer supplier provides a three year warranty on your computers with extended warranty service available on the classroom/staff computers at a varying cost of approximately $40 - $50 per computer per year for up to three years. Our preferred supplier for the telephone system provides a one year manufacturer's warranty which is included in the price of the system, with extended warranty service available for an additional cost of approximately $20 - $30 per phone per year upon request. We will have independent access to the information and data collected by and produced by your computer system; there is no contractual limitation on our right to access this information and data. When you sign the Franchise Agreement, you must sign our then-current form of Data Processing Addendum, which describes your rights and obligations regarding data and other personal information. The current form of Data Processing Addendum is attached as **Exhibit C-10**. We may unilaterally amend the Data Processing Addendum you sign due to changes in applicable data protection laws. If we unilaterally amend the Data Processing Addendum, we will provide written notice to you of such changes.

If you accept payment by credit or debit card, you are responsible for, and must pay the costs necessary to ensure that you comply with the PCI and federal and state laws and regulations concerning data security, data privacy and security breaches. You must maintain internal security measures, privacy policies and procedures, and use best efforts to protect employees, students and their parents against identity theft and theft or misuse of personal information.

You must respond to requests for access to or deletion of personal information. There are no contractual limitations on the frequency and cost of this obligation. If you engage a third party supplier we approve to provide services to you or you sub-contract the performance of services you are required to perform to a third-party that involves granting access to the third party to our network, systems, applications, websites, or sensitive business or personal data, you must contractually bind the third-party to the same data protection, confidentiality, non-disclosure, and acceptable use language that you agreed to in the Franchise Agreement.

You must protect all user IDs, passwords, or other login and user authentication credentials issued by us, as confidential information. You must not share these credentials with anyone who does not have a business need to know and use this information. You must immediately report to us if you discover or suspect that login credentials may have been compromised or accessed by unauthorized users. You must install, configure endpoint security and data loss threat prevention software we specify and authorize us to monitor endpoint security and data loss threat prevention software on your computer systems. You must update/upgrade the software, from time to time as we specify, to remain effective against evolving threats and vulnerabilities. You must authorize us to periodically monitor and scan your systems to detect and remediate known security vulnerabilities and other malicious activities, to include monitoring for outdated security patches. You will authorize us to block, disable, or revoke your access to our applications, websites, systems, or network, if necessary, to respond to suspected or detected malicious activities. You will ensure all business information and personal data is wiped from your computer equipment prior to turning it in or recycling it. Sometimes we are required to respond to audits to validate and attest to our ability to comply with legal and contractual data protection and IT security obligations. You must cooperate and provide support, as needed, for areas of the audit that includes your computers, credit card processing activities, and data handling processes and procedures.

You must replace your computer and IT network equipment at least every 5 to 7 years from the original equipment's initial service dates and at least every 5 to 7 years afterwards, as needed. Equipment replacement may be required earlier than 5 years based on the equipment manufacturer's end-of-life terms or Goddard Manager's operational support limitations. If you fail to meet our IT maintenance standards, you may incur service fees for IT-related support. These fees may be paid to a third-party vendor designated by us (which may be our affiliate) or to us. The technology environment is rapidly changing, and it is difficult to anticipate the future cost of developing, acquiring, implementing, and licensing internet, software, and communications technologies (including mobile apps) that may benefit franchisees. We may implement additional technology services or enhance or replace some of the current technology in use in the School. In such case, you will be required to participate in these technology services and we may charge a fee (or increase the then-current fees) as a result of these additional or enhanced services.

Operating Manual

The Manual we make available to you electronically will contain mandatory and suggested specifications, standards, operating procedures and rules, and information relative to your other obligations and will remain confidential and our property. We will have the right to add to or otherwise modify the Manual as we deem necessary and you must comply with those changes at your expense, except any addition or modification will not materially alter your fundamental status and rights under the Franchise Agreement. (Sections 3E and 8 of the Franchise Agreement). Attached as **Exhibit F** is a copy of the table of contents of the Manual as of the close of our last fiscal year. The number of pages in the Manual as of this date is approximately 441 and the number of pages devoted to each subject in the Manual is reflected in the table of contents. The number of pages in the Manual are subject to change as policies and procedures are updated.

School Location

You must use your best efforts and diligently seek and select a proposed location for the School within the designated area you and we agree to in the Preliminary Agreement. The designated area is for planning and franchise disclosure compliance purposes only and does not convey any exclusive territorial rights. (See Item 12.) The designated area is currently typically stated as a metropolitan statistical area ("**MSA**") as designated by the federal government's Office of Management and Budget, or a portion of an MSA. You must submit a description of the location and any other information or materials as we may reasonably require. We will not unreasonably withhold our approval of a site that meets our standards for general location and neighborhood, traffic patterns, size, layout and other physical characteristics, rental, lease terms including duration and general conditions for use as a School. We may offer you sites that we have identified and pre-approved within the area in which the School must be located and you may be limited to choosing from those pre-approved sites. If we determine in our sole business judgment that, at any time, you are not using best efforts and diligently seeking a location or that you are unable or unwilling to proceed with the development of a location for any reason, or if we identify and approve one or more locations within the designated area and you reject these locations, we may elect not to continue with you and may terminate this Preliminary Agreement upon written notice to you. (Section 1 of the Preliminary Agreement.) The Preliminary Agreement does not specify the time period for our approval of sites but we expect to be able to do so within a reasonable time, approximately 60 to 90 days after you first propose the location, if you submit the information we request. You must sign a lease agreement or real property purchase agreement no later than 45 days after you sign the Franchise Agreement; but we have the right, but without any obligation in our sole business judgment, to extend the date in writing. (Section 6U of the Franchise Agreement.)

We may allow franchisees to operate an attached or free-standing Annex to a School with our prior written approval, which we may grant or withhold in our sole business judgment, in connection with the original construction or later as an expansion of the School. An Annex must meet our then current criteria for the proximity of the Annex to the School as provided in the Manual or otherwise in writing. Currently we require that an Annex must be on the same parcel as a suburban School or on the same block as a metropolitan School. An Annex is considered to form a part of the associated School and will be subject to the terms of the Franchise Agreement regarding the development and operation of the School. (Section 1D of the Franchise Agreement.) No separate Preliminary Agreement or Franchise Agreement will be signed for an Annex, but you and we will sign the Annex Amendment confirming our approval of the Annex. The Franchise Agreement does not specify the time period for our approval of the development of an Annex, but we expect to be able to do so within a reasonable time, approximately 60 to 90 days after you first propose the location, if you submit the information we request.

A School may have only one associated Annex unless we grant written approval in our sole business judgment.

We agree to expend time and effort and to incur expenses as may reasonably be required to inspect sites proposed by you for a School to be operated by you and in assisting you to secure the lease or purchase of a site approved by us, including with regard to any Annex. We require your participation and attendance in all phases of the real estate process. It has been our experience that landlords will require that you and your spouse (or your owners and their respective spouses) sign or guarantee the lease individually. In some instances, a landlord may require that you have a minimum net worth. If you intend to lease the site, you must submit the lease to us before it is signed for our approval. We will not unreasonably withhold our approval. The lease must include the following provisions:

1. The term of the lease must be at least the full term of the 15-year Franchise Agreement (which may include option terms).
2. The lease term must be coterminous with the commencement and expiration dates of the Franchise Agreement.
3. The lessee under the lease must be the same individuals as, the same entity as, or an affiliated entity of, the franchisee under the Franchise Agreement.
4. The premises will only be used for the operation of your School;
5. The premises, or any part of the premises, may not be assigned or sublet except as a condition of the sale of the School, which must be approved by us;
6. We will have the right to enter the premises to inspect and make any modifications necessary to protect the Proprietary Marks;
7. We will have the right, at our election, to receive an assignment of the lease upon termination of the Franchise Agreement; and
8. You will not make any changes to the School building or the premises without our consent.

In addition, if you or an affiliated business entity lease the School premises, including any Annex, you (or your affiliated business entity) and the landlord must sign a Rider to Lease and Collateral Assignment in the form we require. If you or your affiliated business entity lease your School premises, any affiliated business entity on the lease must be the same entity that is the franchisee under the Franchise Agreement. (Section 2 of the Preliminary Agreement; Section 6 of the Franchise Agreement.)

If you or an affiliated business entity own the School premises or acquire the School premises, including any Annex, during the term of the Franchise Agreement, you (or your affiliated business entity) must sign an option to lease agreement and right of first refusal, in the form we require. If you or your affiliated business entity purchase the School premises, any affiliated business entity that owns the School premises must be a separate entity from the entity that is the franchisee under the Franchise Agreement. (Section 2 of the Preliminary Agreement; Section 6 of the Franchise Agreement.)

We will approve or withhold approval for any request to relocate your School, including any Annex. You may not relocate your School, including any Annex, without our prior written approval. (Franchise Agreement, Section 1A, Section 1D, Section 6O.)

Training

We will provide training in accordance with our then-current training program. Currently we provide approximately 10-15 days of intensive initial training through a blend of live sessions, provided both virtually and in-person, at our corporate offices or at another training site we select, plus online coursework in the marketing, operation, management and education product of a School. We may require you to use our proprietary education program. We currently do not require or provide this training in connection with a renewal franchise agreement or the addition of an Annex to the School under the Franchise Agreement. The initial training description below does not apply to a renewal franchise agreement or the addition of an Annex, other than the additional primary director required for each separate location. The individuals we have trained for you under the Franchise Agreement for the associated School will be the same individuals responsible for overseeing and managing any Annex, other than the additional primary director required for each separate location. We periodically review our initial training program and revise the length, content, location and manner of delivery as we find appropriate. We will provide you with our initial training program delivered in the manner and at the times and places we designate, delivered via our online learning management system, Internet, webinar, or other form of electronic communication online and on-site at our corporate offices or at another training site we select. If you are purchasing a new franchise, the majority of this initial training currently occurs in 2, comprehensive phases, but we reserve the right to change the training schedule and training medium or location. Additionally, there may be additional training required during and after your opening as we deem necessary.

Currently, the first phase is a combination of online course work in our learning management system and a 5-day virtual live session. This specific training phase will occur after you have received your building permit, have received both a definite and final address and telephone number for your School, and you have returned all documents and deposits we require. This phase of initial training will focus primarily on the marketing, sales and lead management of your School during the construction phase, as well as introduce you to The Goddard School® brand and the childcare licensing process. The second phase of your initial training, which is currently a combination of online course work, a 5-day virtual live session, and a 5-day in-person session, will be held approximately 8 to 12 weeks before your School receives its Certificate of Occupancy (CO). This phase of training will focus primarily on our proprietary education program, our health and safety standards and how to deliver a successful tour. It also gives insight into the business operations and management of your School, as well as provides insight into the role of your director(s). You will need to plan your schedule accordingly to make yourself available for the training sessions. Failure to attend and successfully complete all necessary sessions of the training program may delay your School opening and require you to retake parts or all of the program.

If you are purchasing the assets of an existing franchise, your initial training must take place prior to the transfer, currently a blend of online course work, a 5-day virtual live session and a 5-day in-person session at our corporate offices, but we may change the training schedule and training medium or location. Transfer initial training is conducted on an as-needed basis.

We may ask you to sign a Confidentiality and Noncompetition Agreement in a form satisfactory to us before we admit you to the initial training program. The Confidentiality and Noncompetition Agreement attached as **Exhibit C-17** is currently considered a satisfactory form.

The franchisee initial training, transfer initial training, and Designated On-Site Operator training programs are in management methods and techniques rather than in teaching skills. The methods and techniques include selling School curriculum and programming; local marketing and promotion; telephone communications; touring to enrollment, School engagement and faculty retention; risk management; insurance requirements; facilities maintenance; state licensing regulations; health and safety requirements; electronic tools and other topics as needed.

Training for your primary director is currently delivered in two parts. Part 1 is Goddard Director Foundations, and is available for all directors – your primary director (who is the main or lead director of the School) and additional directors serving in supporting leadership roles. Your directors will participate in online coursework via Goddard University, our learning management system. The coursework covers topics such as curriculum, health and safety, program implementation strategies, our brand and the differences between being a teacher and being a director. Currently, we do not charge a fee for this training, but we may do so in the future. Part 2 is for your primary director and certain additional directors who have worked at your School for at least 12 consecutive months. The training participants must successfully complete the Goddard Director Foundations before you can register such participants for part 2. Part 2 is our Director Initial Training Cohort Program and is delivered through virtual live sessions in a cohort that meets periodically for approximately one month. The training program covers personnel management, faculty retention, marketing and touring. This may include an in-person element in future iterations, which would require you to pay for your training participants' travel expenses.

While there is no specified time in the Franchise Agreement for your training, if you purchase a new franchise, the individual we have approved to serve as your Designated On-Site Owner (or, if applicable, the Designated On-Site Operator) and any additional individuals named as parties to the Franchise Agreement or any additional owners of you, as applicable, that you request or we require must complete the initial training requirements to our satisfaction and pass a final qualifications exam before opening the School. If you purchase the assets of an existing franchise, the individual approved by us to be your Designated On-Site Owner (or, if applicable, the Designated On-Site Operator) and any additional individuals named as parties to the Franchise Agreement or any additional owners of you, as applicable, that you request or we require must complete the transfer initial training requirements to our satisfaction and pass the final qualifications exam before the transfer. These requirements include completion of, and engagement across, all online coursework, virtual meetings, and any in-person training sessions that are part of the then current program as well as passing a final qualification exam. Any person who has signed the Franchise Agreement, is your owner, or is responsible for the day-to-day operations of the School must attend and complete all requirements to our satisfaction of our applicable initial training program at your expense. We currently charge an initial training and opening support fee of $35,000 for initial training for up to 2 individuals who are parties to the Franchise Agreement or are your owners, as applicable, and for all services related to the School opening programs as conducted by School Support Services, as well as any required additional training as we deem necessary, if you are purchasing a franchise for a new School (which does not include an Annex). If you are purchasing an existing franchise, we charge our then-current initial training and transfer support fee (currently $25,000 or $15,000 if you are our existing franchisee and you purchase an existing School) for your training and for all services related to the School transfer program as conducted by School Support Services. We will provide initial training programs and transfer initial training programs to the individual approved by us to be the Designated On-Site Owner (or, if applicable, the Designated On-Site Operator) and to additional individuals named as parties to the Franchise Agreement or additional owners of you, as applicable, that you request or we require for an additional fee of $3,500 per person. The initial training programs will be delivered through a blend of online course work, virtual, live training, and in person training at our corporate offices. You or the transferee, as applicable, must bear the expenses of all individuals during the training period, including the cost of food, all transportation and lodging costs for any in-person training portion, under Section 6D and Section 12B(7) respectively, of the Franchise Agreement.

We currently charge $500 for the Director Initial Training Cohort Program but this cost may increase in the future. You must also pay for your directors' salary and expenses during training, including all travel costs, including food, transportation and lodging, if in-person training is required as part of our then-current Director Initial Training Cohort Program. Your director(s) will also need to complete all training requirements to our satisfaction. This currently includes engagement across all online coursework and virtual meetings as well as the passing of a final qualification assessment, but we reserve the right to change the training schedule and training medium or location. Director initial training is conducted on an as-needed basis. Secondary directors may attend our Initial Director Training Cohort Program after working at the School for 12 consecutive months or if they are the secondary director at a newly opened School. A School may have two secondary directors attend within the first 12 months of opening.

Lastly, we may, in our sole business judgment, require that you attend and successfully complete additional training after your School opens or a transfer is complete. These may include supplemental and refresher training programs, sales meetings, operations meetings, advertising meetings and conventions which we may offer periodically at various locations or via our online learning management system, Intranet, webinar or other form of electronic communication, determined by us during the term of the franchise. We may provide and may require you to attend and satisfactorily complete a refresher training program to our satisfaction as a condition of renewal. Your director(s) must attend repeat or supplemental training at our request. We will not charge any fee for these programs, except we do charge a registration fee for our conventions. However, you must pay all expenses for these training programs, sales meetings, operations meetings and conventions as we may require, including any transportation and lodging expenses for any in-person portion of the program and all other expenses incurred during any programs, including the cost of food, for all individuals attending.

As of the date of this disclosure document, the following is a summary of our initial training agenda:

PHASE I PROGRAM

Subject	Hours of Classroom Training*	Hours of On-The-Job Training	Location
Marketing	2 hours	0 hours	King of Prussia, PA and online learning modules and/or virtual training sessions
The Faculty Journey	1 hours	0 hours	King of Prussia, PA and online learning modules and/or virtual training sessions
Competitive Comparison	4 hours	0 hours	King of Prussia, PA and online learning modules and/or virtual training sessions
Wonder of Learning	5 hours	0 hours	King of Prussia, PA and online learning modules and/or virtual training sessions
Building Connections	8 hours	0 hours	King of Prussia, PA and online learning modules and/or virtual training sessions
Goddard Support	5 hours	0 hours	King of Prussia, PA and online learning modules and/or virtual training sessions
Early Childhood Education Requirement	2 hours	0 hours	King of Prussia, PA and online learning modules and/or virtual training sessions

Subject	Hours of Classroom Training*	Hours of On-The-Job Training	Location
FMS	1 hour	0 hours	King of Prussia, PA and online learning modules and/or virtual training sessions
Roadmap to Success: Your Next 6 Months	2 hours	0 hours	King of Prussia, PA and online learning modules and/or virtual training sessions
Total Hours	**30 hours**	**Varies**	

PHASE II PROGRAM

Subject	Hours of Classroom Training*	Hours of On-The-Job Training	Location
Early Childhood Education Requirements	.5 hours	0 hours	King of Prussia, PA and online learning modules and/or virtual training sessions
Financials	2 hours	0 hours	King of Prussia, PA and online learning modules and/or virtual training sessions
FMS	5 hours	0 hours	King of Prussia, PA and online learning modules and/or virtual training sessions
Getting Ready	1.5 hours	0 hours	King of Prussia, PA and online learning modules and/or virtual training sessions
Health & Safety	12 hours	0 hours	King of Prussia, PA and online learning modules and/or virtual training sessions
Marketing	4 hours	0 hours	King of Prussia, PA and online learning modules and/or virtual training sessions
Wonder of Learning - Kaymbu	4 hours	0 hours	King of Prussia, PA and online learning modules and/or virtual training sessions
The Faculty Journey	5 hours	0 hours	King of Prussia, PA and online learning modules and/or virtual training sessions
Risk Management	4 hours	0 hours	King of Prussia, PA and online learning modules and/or virtual training sessions
The Tour and Enrollment	13 hours	0 hours	King of Prussia, PA and online learning modules and/or virtual training sessions
Leadership	1 hour	0 hours	King of Prussia, PA and online learning modules and/or virtual training sessions
The Family Journey	5 hours	0 hours	King of Prussia, PA and online learning modules and/or virtual training sessions
Meetings with GSL Leadership	2 hours	0 hours	King of Prussia, PA and online learning modules and/or virtual training sessions
Meetings with Goddard School franchisees	3 hours	0 hours	Kingo of Prussia, PA and online learning modules and/or virtual training sessions
Total Hours	**62 hours**	**Varies**	

* Training sessions may include online learning modules, virtual and live classroom experiences, which

together are considered "classroom training." "On-the-job training" is continuous as needed after your School opens and is supported by School Support Services.

Training classes will be conducted on an as-needed basis. Training classes are delivered via our learning management system, Internet, webinar, or other form of electronic communication online and on-site at our corporate offices or at another training site we select. Any in-person training classes are currently held at our corporate offices in King of Prussia, Pennsylvania. We reference our training documentation, which is housed on our internal resource site called Goddard Connect and in our learning management system. These resources include the following topics: Operations, Health and Safety, Marketing, Brand Standards and other policies. These can be accessed by using the search tools on Goddard Connect.

The training program we provide is under the direction of Sandy Pickett, Head of Learning and Training of Goddard Manager. She has been with Goddard Manager since June 2025 and has over 20 years of experience in learning and development.

You must attend and fully complete, at our request, supplemental and refresher training programs, sales meetings, operations meetings, advertising meetings and conventions which we may offer periodically at various locations or via our learning management system, Intranet, webinar or other form of electronic communication, determined by us during the term of the franchise. Your director(s) must attend repeat or supplemental training at our request. We will not charge any fee for these programs, except we do charge a registration fee for our conventions. However, you must pay all expenses for these training programs, sales meetings, operations meetings and conventions as we may require, including any transportation and lodging expenses for any in-person portion of the program and all other expenses incurred during any programs, including the cost of food, for all individuals attending.

We may also provide you with certain services which we are not obligated to perform under the Franchise Agreement but which are provided to you to assist you in opening and operating the School.

Opening

We estimate that it will be approximately 18 to 24 months between the signing of the Preliminary Agreement and the opening of your School, or between 18 to 24 months between the signing of the Annex Amendment and the opening of any Annex you may add to the Franchise Agreement. This period may vary depending upon the availability of sites in a particular area, the location and condition of the site, zoning and permitting requirements, the level of upgrade or build-out required, the delivery of equipment, regulatory and licensing requirements, and staffing and training.

The process of applying and qualifying for a franchise, locating and negotiating for the purchase or lease of a site, securing the appropriate financing, closing the necessary contracts and obtaining the necessary business licenses, permits and approvals to open a School takes a substantial period of time and involves risks and expenses. If you make changes in your employment, business, residence or other arrangements in anticipation of opening a School, you do so at your own risk. You should not make any of these changes without careful thought and planning, financial and otherwise, or without consulting with appropriate advisors and completing a full investigation of all the facts.

Item 12

TERRITORY

Franchise Agreement

You may operate the School (including any Annex) only at the location we have approved. We do not restrict the area into which you may go to solicit business or the customers whom you may solicit. You must obtain our prior written approval if you wish to relocate the School (including any Annex). If you lose possession of the School premises because of the governmental exercise of the power of eminent domain, or if, through no fault of yours, the School is damaged or destroyed by a disaster so that it cannot, in our judgment, reasonably be restored, you must apply within 90 days for approval to relocate the School or we may terminate the Franchise Agreement without providing you any opportunity to cure. We consider the same factors in reviewing your initial location and any potential new location and we may charge you a reasonable fee for our services in connection with any relocation of the School, including any Annex. If you wish to relocate an Annex, you must continue to satisfy our criteria for proximity of the Annex to its associated School.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

We may establish other franchised or company-owned Schools that may compete with your location. However, the number of Schools operated or licensed by us will not exceed a maximum of one School for each 10,000 households in the county in which the School is located if you are in compliance with your obligations under the Franchise Agreement. An Annex will not count as a separate School for the purpose of determining the number of Schools in the county, but together with their associated School, will count as one School.

We and our affiliates retain the rights, among others, without granting any rights to you, to sell and license others to sell services and products authorized to be offered by Schools or businesses operated under any other names and trademarks, directly or indirectly, at retail or wholesale, through similar or dissimilar channels of distribution, on terms we consider appropriate, regardless of their proximity to your School or whether they compete with you. The alternative channels of distribution for products (including books that introduce and/or supplement the Wonder of Learning curriculum) and services include, for example, sales of services in separate areas or concession departments set aside for the School within other retail establishments or business, co-branding relationships, catalog business, via the Internet, retail stores, and any other outlets or distribution methods we determine. We do not grant you any rights to distribute products or services through alternate channels of distribution, and you will have no right to share, nor should you expect to share, in any of the proceeds we and/or our affiliates or franchisees or licensees or any other party receives in connection with the alternate channels of distribution.

Neither we nor our affiliates have to date established or have plans or a policy to establish other franchises or company-owned Schools providing similar services under a different trade name or trademark, but we or our affiliates may establish other or similar businesses at some future date.

Continuation of your right to operate the School is not dependent upon achievement of a certain volume, market penetration or other contingency, although you agree to use your best efforts to develop and fully exploit the business potential of the School. We currently do not offer franchisees any option, right of first refusal or any similar right to acquire additional franchises within any designated area or in any contiguous territory, but we may do so in the future.

Development Agreement

We and you will identify the Development Area in the Development Agreement before signing it. We base the Development Area's size primarily on the number of Schools you agree to develop, demographics, and site availability. We will determine the number of Schools you must develop, and the deadlines for development, to keep your development rights. We and you will agree on the Development Schedule before signing the Development Agreement. Under the Development Agreement, we first must accept each new site you propose for each new School (or you must exercise your right of first refusal to acquire sites identified and purchased by us or our affiliate). Each Development Area will be specifically defined within a market based on a number of factors including, but not limited to, the number of families, children under the age of 5, household income, population trends and density, traffic patterns, commercial and residential establishments and the presence of other childcare offerings, including Goddard Schools. We will calculate the Development

Area based on various factors, including demographics, location of existing Schools, competition, urbanicities, and market demand. The minimum size for a Development Area will be 0.5 square miles in an urban setting and 1 square mile in a suburban setting. You may not develop Schools outside the Development Area.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from channels of distribution or competitive brands that we control.

During the Development Agreement's term, we will not establish or operate, nor license any other party to establish and operate, any Schools under the System and the Proprietary Marks in the Development Area. We reserve all other rights within and outside the Development Area.

During the Development Agreement's term, we will have the right to identify, consider and approve proposed locations within the Development Area as suitable for the operation of Schools, independent of you. If we either ourselves identify or receive an acceptable proposal from a third party with respect to a suitable site during the Development Agreement's term, you will have a right of first refusal to enter into a franchise agreement with us to establish and operate a School at the site if: (1) you are in substantial compliance with the Development Agreement (including, without limitation, the Development Schedule), all franchise agreements signed under the Development Agreement and any other franchise agreements between you, your affiliates, or any of your principals and us; and (2) you then possess adequate financial, operational and managerial resources to operate another School at the site, as determined by us in our discretion.

If you choose to purchase and establish a School at a site that we identify or receive from a third party, you must exercise your right of first refusal by (a) notifying us of your election to execute our then-current form of franchise agreement (which may contain materially different terms from the Franchise Agreement included in this disclosure document) within 7 days of your receipt of written notice from us of an approved site; (b) executing and delivering to us our then-current form of franchise agreement within 30 days of your election to purchase, but no sooner than 16 days after your receipt from us of our then-current Franchise Disclosure Document and franchise agreement for the School to be developed at the approved site; and (c) securing a letter of intent on a lease or purchase for the site within 30 days after exercising your right of first refusal.

If you do not exercise your right of first refusal as described above, we and our affiliates will have the right during the Development Agreement's term to (1) use the System and the Proprietary Marks for the establishment and operation of a School at the approved site in the Development Area; or (2) license a third party franchisee to use the System and the Proprietary Marks for the establishment and operation of a School at the approved site in the Development Area.

Any School established by us, our affiliates or a third party during the Development Agreement's term as described above and any territorial protection provided under the franchise agreement executed by us, our affiliate or a third party related to such School will be excluded from the Development Area.

Your election not to exercise your right of first refusal regarding any approved site in the Development Area will not affect your right of first refusal as to any subsequent approved site developed and approved by us during the Development Agreement's term.

If you fail to have open and in operation the number of Schools in the Development Area described in the Development Schedule by the respective dates under the Development Schedule, or if you are in default under any franchise agreement with us or our affiliate, we will have the right, upon written notice to you, to do one or more of the following:

(a) Terminate the territorial protection granted to you under the Development Agreement and we will have the right to establish and operate, and license others to establish and operate, Schools within the Development Area;

(b) Terminate the right of first refusal for sites granted to you under the Development Agreement; and/or

(c) Terminate the Development Agreement.

Except for these situations, continuation of your territorial rights in the Development Area does not depend on your achieving a certain sales volume, market penetration, or other contingency, and we may not alter your Development Area or modify your territorial rights in the Development Area. You have no other options, rights of first refusal or similar rights to acquire additional franchises. When the Development Agreement terminates or expires, we may establish and operate, and license others to establish and operate, Schools under the System and the Proprietary Marks within the Development Area and engage, and allow others to engage, in any other activities we desire within and outside the Development Area without any restrictions, subject only to your rights under existing franchise agreements with us.

Item 13

TRADEMARKS

Under the Franchise Agreement, we grant you the right to use the Proprietary Marks in the operation of the School. The Proprietary Marks currently include the following principal trademarks and service marks, which have been registered with the United States Patent and Trademark Office. As noted in Item 1, all Proprietary Marks were transferred by Goddard Manager to us at the closing of the Securitization Transaction.

Mark	**Registration Number**	**Registration Date**	**Register**
THE GODDARD SCHOOL (Service Mark)	1,788,532 (Classes 41 and 42)	August 17, 1993	Principal
GODDARD (Service Mark)	2,539,754 (Classes 41 and 42)	February 19, 2002	Principal
THE GODDARD SCHOOL FOR EARLY CHILDHOOD DEVELOPMENT (Service Mark)	4,457,865 (Classes 35, 41 and 43)	December 31, 2013	Principal
(Service Mark) (Design)	4,395,868 (Classes 35, 41 and 43)	September 3, 2013	Principal
GODDARD FAMILY CONNECT (Service Mark)	4,465,004 (Class 41)	June 22, 2019	Principal

Mark	Registration Number	Registration Date	Register
WELCOME TO THE GODDARD FAMILY	6,377,683 (Classes 41 and 43)	June 8, 2021	Principal
GODDARD SCHOOL FRANCHISE	7,034,754 (Class 35)	April 25, 2023	Principal
WONDER OF LEARNING	7,732,850 (Class 41)	March 18, 2025	Principal
EXTRAORDINARY AWAITS	7,714,867 (Class 41)	March 4, 2025	Principal

Any required affidavits and renewals pertaining to these Proprietary Marks have been filed. None of these Proprietary Marks is currently registered under any state law. We own all of these Proprietary Marks.

We have filed applications for the following Proprietary Marks on the Principal Register of the United States Patent and Trademark Office:

MARK	APPLICATION NUMBER	REGISTER	APPLICATION DATE
Blueberry the Carousel Horse	98,666,237 (Class 16) 98,666,241 (Class 21) 98,666,246 (Class 25) 98,666,250 (Class 28) 98,666,251 (Class 41)	Principal	July 25, 2024

We do not have a federal registration for one of our principal trademarks. Therefore, this trademark does not have as many legal benefits and rights as a federally registered trademark. If our right to use this trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor are there any pending infringement, opposition or cancellation proceedings or material litigations, involving the Proprietary Marks that are relevant to their use in connection with the franchise . There are no agreements currently in effect that significantly limit our right to use or license the use of the Proprietary Marks in any manner material to the franchise. Furthermore, we do not actually know of either superior prior rights or infringing uses that could materially affect your use of the Proprietary Marks in any state.

You must follow our rules when you use the Proprietary Marks. You and your employees are prohibited from using any Proprietary Mark as part of any business entity name or Internet domain name with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos licensed by us to you). In addition, you may not use any Proprietary Mark in selling any unauthorized service or in any other manner we have not explicitly authorized in writing.

You must immediately notify us of any infringement of or challenge to your use of any Proprietary Mark. We will have the right, in our sole business judgment, to take whatever action we deem appropriate to protect the Proprietary Marks. Under the Franchise Agreement, we have the right to control any litigation or administrative proceeding with respect to the Proprietary Marks. You will cooperate in the prosecution or defense of any action we undertake. If the action is a result of your conduct, acts or omissions, you must reimburse us for the costs of the action.

If we decide that you should modify or discontinue your use of any Proprietary Mark and/or use one or more additional or substitute Proprietary Marks, you must comply with this decision. We are not obligated by the Franchise Agreement or otherwise to protect any or all rights that you have to use our Proprietary Marks or to protect you against claims of infringements or unfair competition with respect to our Proprietary Marks. The Franchise Agreement does not provide for you to receive compensation for tangible costs of changing any Proprietary Mark.

Under the Franchise Agreement, you agree not to contest, directly or indirectly, our ownership, title, right or interest in our Proprietary Marks, trade secrets, methods, procedures and marketing techniques that are part of our business or to contest our sole right to register, use or license others to use these Proprietary Marks, trade secrets, methods, procedures and techniques.

The Development Agreement does not grant you any rights to use (or license others to use) the Proprietary Marks. You derive the right to use the Proprietary Marks only under a Franchise Agreement.

Item 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

There are no patents or pending patent applications that are material to the franchise. We claim copyright protection of our architectural plans and designs, the Manual and its contents, written materials, website and webpages, computer programs, videos and related materials although these materials may not have been registered with the United States Registrar of Copyrights. The architectural plans and designs, the Manual and its contents, written materials, videos and related materials are considered proprietary and confidential and are considered our property and may be used by you only as provided in the Franchise Agreement and in the Preliminary Agreement.

The following materials have been registered with the United States Registrar of Copyrights.

Copyright	Jurisdiction	Term	Reg. No./Reg. Date	Renewal
CURIOUS BLUEBERRY THE CAROUSEL HORSE	United States	Life of author + 70 years	Reg. No. TXu002439111 07/11/2024 As supplemented by: Reg. No. TXu002451919 08/12/2024	We cannot renew the copyright upon expiration.

There currently are no effective determinations of the United States Patent and Trademark Office, the United States Copyright Office, or any court regarding any of the copyrighted materials. There are no agreements in effect which significantly limit our right to use or license the copyrighted materials. Finally, there are no infringing uses actually known to us which could materially affect your use of the copyrighted materials in any state. We are not required by any agreement to protect or defend copyrights or to defend you against claims arising from your use of copyrighted items.

The Franchise Agreement provides that you acknowledge that your entire knowledge of the operation of the School, including the specifications, standards and operating procedures of the School, is derived from information we disclose to you and that all this information is confidential and our trade secret. You must maintain the absolute confidentiality, during and after the term of the franchise and during and after the term of the Preliminary Agreement, of all information you receive from us or learn as a franchisee or franchise applicant. You must inform your employees and others having access to confidential information and/or the System of the obligation to maintain the information in confidence and, subject to applicable law, they must sign a Confidentiality Agreement in a form satisfactory to us, giving us the right to enforce the agreement as a third party beneficiary. Under the Franchise Agreement you must disclose to us any ideas, concepts, techniques or material concerning the System or the operation of the School, including marketing materials, that you or anyone acting on your behalf create. All of these creations shall be our property. The Confidentiality Agreement attached as **Exhibit C-16.1** is currently considered a satisfactory form for your employees and other persons associated with you as our franchisee to address confidentiality and ownership of creations. If you are considering purchasing all or a portion of an existing franchise, you must have satisfactorily completed your Designated On-Site Owner initial training before the transfer, and we may ask you to sign a Confidentiality Agreement in a form satisfactory to us before we admit you to the initial training program. The Confidentiality Agreement attached as **Exhibit C-16.2** is currently considered a satisfactory form. If you are considering purchasing all or a portion of an existing franchise to be added as an individual franchisee on the Franchise Agreement and the Assignment and Assumption Agreement, we may ask you to sign a Confidentiality Agreement in a form satisfactory to us before we grant approval for you to be added. The Confidentiality Agreement attached as **Exhibit C-17** is currently considered a satisfactory form. In connection with your purchase of all or a portion of an existing franchise in connection with a transfer or adding you as an individual franchisee, we reserve our right to ask you to sign a Confidentiality and Noncompetition Agreement. The Confidentiality and Noncompetition Agreement attached as **Exhibit C-17** is currently considered a satisfactory form.

If we change any specification, standard or operating procedure applicable to the operation of your School or change the Proprietary Marks or all or any part of the System, through changes to the Manual or notice to you, you will take all actions, at your expense, to implement these changes.

You will promptly notify us of any unauthorized use or misappropriation of the Manual or any material in which we claim copyright protection, any trade secrets or confidential information, knowledge, or know-how. You will also cooperate in the prosecution or defense of any action related to the confidential information, the Manual or any material in which we claim copyright protection, any trade secrets or confidential information, knowledge, or know-how, and will render any assistance we think is reasonably required to assist in this prosecution or defense. If you are compelled by a court or other body of competent jurisdiction to disclose any of the confidential information, the Manual or any material in which we claim copyright protection, any trade secrets or confidential information, you will inform us promptly by written notice and will provide reasonable assistance in obtaining and enforcing a protective order or other appropriate means of safeguarding the materials or information required to be disclosed. You may then disclose only so much of these materials or information as is legally required to be disclosed. You further agree to notify us promptly of any litigation instituted by any person or legal entity against you involving these materials or information. If we, in our sole business judgment, undertake the defense or prosecution of any litigation relating to the use of these materials or information, you must sign any and all documents, and to render any assistance as may, in the opinion of our lawyers, be reasonably necessary to carry out the defense or prosecution.

You must protect all user IDs, passwords, or other login and user authentication credentials, issued by us, as Confidential Information. You must not share these credentials with anyone who does not have a business need to know and use this information. You must immediately report to us if you discover or suspect that login credentials may have been compromised or accessed by unauthorized persons. You must ensure all business information and personal data is wiped from all your computer equipment prior to being turned in or recycled.

We may be required to respond to audits to validate and attest to our ability to comply with legal and contractual data protection and IT security obligations. You must cooperate and provide support, as needed, for areas of the audit that include your computers, credit card processing activities, and data handling processes and procedures.

You must use only the platforms and programs provided or approved by us for the collection and storage of information related to the business, including but not limited to customer data, enrollment data, financial data, student data, etc.

Under the Development Agreement, you must not, during or after the Development Agreement's term, communicate, divulge, or use for the benefit of any other person, persons, partnership, association or corporation, any trade secrets or confidential information, knowledge, or know-how concerning the methods of development, site selection, or any of our other proprietary methods which may be communicated or disclosed to you, or of which you may be appraised, by virtue of your operation under the terms of the Development Agreement. You must divulge such trade secrets and confidential information only to your employees who must have access to it in order to perform your development obligations and duties under the Development Agreement. You must require all employees to whom such information is divulged to execute a confidentiality agreement in a form prescribed by us. The Confidentiality Agreement attached as **Exhibit C-16.1** is currently considered a satisfactory form for your employees and other persons associated with you as our developer to address confidentiality.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Franchise Agreement

The individual you have designated, and we have approved, to conduct the day-to-day management and operation of the School (the "**Designated On-Site Owner**") must devote full time, energy and efforts to the management and supervision of the School to satisfy and honor your obligations under the Franchise Agreement. Unless we agree to sign an Amendment to Franchise Agreement (Designated On-Site Operator) in the form attached as **Exhibit C-9**, the Designated On-Site Owner must be, as applicable: (a) a party to the Franchise Agreement and have at least a 10% equity interest in the franchise business or (b) an owner with at least a 10% equity interest in you. If you and we sign the Amendment to Franchise Agreement (Designated On-Site Operator), you may appoint an individual who is neither a party to the Franchise Agreement nor an owner of you or the franchise business to conduct the day-to-day management and operation of the School (the "**Designated On-Site Operator**"). We have no obligation to sign an Amendment to Franchise Agreement (Designated On-Site Operator) for any School.

You may not change the Designated On-Site Owner or Designated On-Site Operator, as applicable, during the term of the Franchise Agreement without our prior written approval. The School must be at all times under the supervision of the Designated On-Site Owner or Designated On-Site Operator, as applicable, and at least 1 qualified, trained full-time director(s). You must have 1 full-time director, and any additional full-time directors we may deem appropriate in our sole business judgment for the School. We require that the full-time director(s) be someone other than a franchisee or one of your owners. Your director must (i) successfully complete training in accordance with our standards, (ii) be qualified to perform the duties of a director and manage the day-to-day operations of the School per your state requirements, and (iii) satisfy all brand standards specified in the Manual. You must notify us of the identity of your director and must provide any information that we request to confirm that the director is compliant with the above requirements. Your primary directors (and any replacements) must attend and satisfactorily complete our Director Initial Training Cohort Program, which includes the Goddard Director Foundations Training and the Director Initial Training Cohort Program. The primary director and any replacement primary director must satisfactorily complete our Director Initial Training Cohort Program within our then-current director training timeline. We currently charge $500 for our Director Initial Training Cohort Program, but we may increase this fee in the future. You will also pay the salary and expenses of the director(s) during training, including all travel and living expenses if in-person training is required as part of our then current Director Initial Training Cohort Program. In order to avoid potential conflicts of interest in your dealings with parents or teachers, we require that the director(s) be someone other than a franchisee or one of your owners, as applicable, and we discourage franchisees (and their owners) from hiring a family member as a director.

You will disclose to School employees, including the director(s), only the information needed to fulfill their duties, and you will advise them that any confidential information is a trade secret of ours. You must, subject to applicable law, require all School employees to sign a Confidentiality Agreement. The Confidentiality Agreement attached as **Exhibit C-16.1** is currently considered a satisfactory form. Only individuals who have satisfactorily completed all requirements related to our initial training program we prescribe or our Director Initial Training Cohort Program may lead tours of the School for parents of prospective students or others or serve in a management role in the School with respect to overseeing the relationship with School employees or parents of the School's students.

All individuals employed at the School who are not required to complete our initial training program for Designated On-Site Owners (or, if applicable, Designated On-Site Operators) or the Director Initial Training Cohort Program must attend and complete the employee training described in Section 6F of the Franchise Agreement. Your employees must have literacy and fluency in the English language sufficient to adequately communicate with students, their parents, other employees and suppliers, as applicable to their duties.

If you are considering purchasing all or a portion of an existing franchise, you must have satisfactorily completed the Designated On-Site Owner initial training before the transfer, and we may ask you to sign a Confidentiality Agreement in a form satisfactory to us before we admit you to the initial training program. The Confidentiality Agreement attached as **Exhibit C-16.2** is currently considered a satisfactory form. If you are considering purchasing all or a portion of an existing franchise to be added as an individual franchisee on the Franchise Agreement and the Assignment and Assumption Agreement, we may ask you to sign a Confidentiality Agreement in a form satisfactory to us before we grant approval for you to be added. The Confidentiality Agreement attached as **Exhibit C-17** is currently considered a satisfactory form. In connection with your purchase of all or a portion of an existing franchise in connection with a transfer or adding you as an individual franchisee, we reserve our right to ask you to sign a Confidentiality and Noncompetition Agreement. The Confidentiality and Noncompetition Agreement attached as **Exhibit C-17** is currently considered a satisfactory form.

If you are an individual or a group of individuals, we will require both you and your spouse (if applicable) to sign the Preliminary Agreement, the Franchise Agreement and related agreements as individuals. You and your spouse, as parties to these agreements, will be subject to the confidentiality and noncompetition covenants in the Preliminary Agreement and the Franchise Agreement, as well as other provisions of these agreements that are applicable, and will both be personally liable for the financial and other obligations under these agreements. Landlords may require you and your spouse to be personally liable and either sign the lease agreement and related agreements as individuals or guarantee your entity's obligations. If you are an entity, we will enter into the Preliminary Agreement, the Franchise Agreement and related agreements directly with that entity. Each owner of the franchise entity (and their respective spouses) must sign a Personal Guaranty in the form we require, under which each owner and their spouses must guarantee the entity's obligations to us under the Franchise Agreement, agree to be personally liable for the financial and other obligations under the Franchise Agreement, and be personally bound by the terms and conditions of the Franchise Agreement, including provisions concerning the Proprietary Marks, confidential information and the Manual, records and reports, transfers, obligations upon termination, expiration, or transfer, covenants, indemnification, enforcement and the general provisions. Any new owners of the franchisee entity (and their respective spouses) must also sign a Personal Guaranty in the form we require. We will also permit individual franchisees to assign the Franchise Agreement to a partnership, corporation, limited liability company or other entity owned 100% by the individual franchisee(s), formed for the convenience of ownership of the School as disclosed in Item 17, but the individual franchisee(s) will remain personally liable and will guarantee the entity's obligations to us. The form of Assignment and Assumption Agreement you must sign to confirm your continuing obligations and enable you to transfer your rights and obligations under the Franchise Agreement as franchisee to a partnership, corporation or limited liability company is attached as **Exhibit C-14**.

Except as you disclose to us in writing and we approve in writing in advance, (a) no individual franchisee or owner may have a purchase or call option on the ownership interests of any other individual franchisee or owner in the business except upon the death or permanent disability of the individual or in connection with a right of first refusal; and (b) neither the organizational documents of you or any entity to which you may assign the Franchise Agreement for convenience of ownership or any other oral or written agreement may authorize one or more individual franchisees or owners to remove another individual franchisee or owner from ownership or participation in the School business. If any individuals who signed a Franchise Agreement originally (or any of your owners, if you are an entity) or who were added as individuals or owners subject to the Franchise Agreement apply to be a franchisee for a different School separately from all or any of the other individuals then subject to the same Franchise Agreement or any of your other then-current owners, we may, but are not required to, inform all of the other individuals then subject to the same Franchise Agreement (or your other then-current owners, if you are an entity) of the application. We may make any decision on the application for a different School as we deem appropriate in our sole business judgment, including for reasons related to the existing School, and do not require the approval of any of the other individuals on the same Franchise Agreement for the existing School or your other owners, as applicable, to grant our approval.

Development Agreement

If you meet our criteria to develop multiple Schools under a Development Agreement, you must develop your Development Area according to the Development Schedule. We recommend that you (or, if you are an entity, your owners) personally supervise your development of Schools. Under the Development Agreement, your personnel need not have an equity interest in any School or in you. Personnel need not attend our training program. If you are an entity, your owners need not sign any personal guarantees of your obligations under the Development Agreement.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may not offer or sell any products or services that do not meet our standards and specifications or that are not approved by us. You may not use the premises for any purpose other than the operation of a School unless approved by us, which approval we are not obligated to provide. You are not limited in the customers to whom you may sell products or services, except that you may not sell any products or services to our other franchisees without our written approval, which we are not obligated to provide. You must offer all products and services that we periodically require or authorize in writing for the Schools. We have the right to change the types of authorized or required products and services and there are no limits on our right to make changes.

Item 17

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

References to the Franchise Agreement in this Item 17 include references to the Franchise Agreement (Renewal) unless specifically stated.

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.

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	Section 5 of the Preliminary Agreement Section 2 of the Franchise Agreement Section 4 of the Development Agreement Section 2 of the Lease Section 3 of the Project Management Agreement and Schedule to Project Management Agreement	Term of the Preliminary Agreement is 2 years. Term of Franchise Agreement is 15 years (5 years if you are signing a renewal Franchise Agreement). We and you may provide in the Annex Amendment that the term of operation of operation of any Annex may be for less than the full remaining term of the Franchise Agreement. Term of the Development Agreement expires on the earlier of: (a) the last date specified in the Development Schedule; or (b) the date when you have open and in operation all of the Schools required by the Development Schedule. Term of the Lease is 180 months. Term of the Project Management Agreement is 2 years.
b. Renewal or extension of the term	Section 5 of the Preliminary Agreement Section 2 of the Franchise Agreement Section 22 of the Lease Section 3 of the Project Management Agreement	We may extend the term of the Preliminary Agreement for up to one year in our sole business judgment. You may renew the Franchise Agreement for a 5 year renewal if you meet certain requirements. If you have substantially complied with the Lease, you may extend the term of the Lease for 1 additional period of 5 years. Under the Development Agreement, you may not extend or renew the term. The Project Management Agreement is subject to renewal, pursuant to its terms.

Provision	Section in franchise or other agreement	Summary
c. Requirements for franchisee to renew	Section 5 of the Preliminary Agreement Section 2 of the Franchise Agreement Section 22 of the Lease	You must request extension of Preliminary Agreement at least 30 days before it expires. Written notice to renew from you to us, you were in substantial compliance during the term and are not then in default, you have the right to occupy the School premises (including any Annex, unless otherwise agreed) through the renewal term and we have the same rights to assume occupancy as during the initial term (including with regard to any Annex, unless otherwise agreed), you provide us with a copy of the premises lease, you complete any training we require, you pay us a renewal license fee when you provide notice of intent to renew, you pay us any additional required background check fee, your background checks are satisfactory, you complete repairs and remodeling as required, you sign a general release and sign then-current form of Franchise Agreement and related agreements, including the Rider to Lease and Collateral Assignment or Option to Lease Agreement and Right of First Refusal, as appropriate, unless there is an existing signed Rider to Lease and Collateral Assignment or Option to Lease Agreement and Right of First Refusal that by its terms applies to the renewal period. We may refuse to renew if you do not satisfy these requirements. If you seek to renew your franchise at the expiration of the initial term, you will sign a new franchise agreement that contains terms and conditions that may be materially different from those in your current franchise agreement, including different fee requirements and territorial rights. If you have substantially complied with the Lease, you may extend the term for 1 additional period of 5 years by providing written notice to the lessor at least 6 months but no more than 9 months before the expiration of the then-current lease term.
d. Termination by franchisee	Section 5 of the Preliminary Agreement Sections 11(C) and 23(C) of the Lease Section 16.4 of the Project Management Agreement and Schedule to the Project Management Agreement	You may terminate the Preliminary Agreement for any reason by written notice to us, at any time before you sign a lease or purchase contract for the premises of the School. (Subject to state law; see **Exhibit I**). You have no right to terminate the Development Agreement or the Franchise Agreement except as applicable law allows. You may terminate the Lease if the lessor does not begin repairs or restoration due to damage from a casualty not covered by the lessor's insurance (except damage due to your negligent or willful act) within 90 days after the issuance of permits or if the lessor fails to complete those repairs or restorations within 180 days after that damage. You may also terminate the Lease if the lessor fails to comply with any of its

Provision	Section in franchise or other agreement	Summary
		obligations if the failure continues for 30 days after your written notice to the lessor (or longer period, if the default cannot reasonably be cured within 30 days). Either party may terminate the Project Management Agreement without cause upon 90 days' prior written notice. Either party may terminate the Schedule or any project under the Schedule to the Project Management Agreement for any reason upon 30 days' prior written notice.
e. Termination by franchisor without cause	Section 5B of the Preliminary Agreement Section 16.4 of the Project Management Agreement and Schedule to the Project Management Agreement	We may terminate the Preliminary Agreement for any reason with or without cause by written notice to you at any time. We may not terminate the Franchise Agreement or the Development Agreement without cause. Either party may terminate the Project Management Agreement without cause upon 90 days' prior written notice. Either party may terminate the Schedule or any project under the Schedule to the Project Management Agreement for any reason upon 30 days' prior written notice.
f. Termination by franchisor with cause	Section 1, Section 5 and Section 11 of the Preliminary Agreement Section 13 of the Franchise Agreement Sections 3.F. and 8 of the Development Agreement Sections 11(B) and 23 of the Lease Sections 16.1, 16.2, 16.3 and Exhibit A of the Project Management Agreement	We may terminate the Preliminary Agreement for any reason with or without cause by written notice to you at any time. We can terminate the Franchise Agreement and the Development Agreement only (under the Development Agreement) if you commit any one of several violations, including your failure to comply with the Development Schedule. Lessor may give you written notice of its intention to terminate the Lease within 30 days after damage to the premises due to a casualty not covered by the lessor's insurance (and not due to your negligence or willful act), provided you elect not to make the repairs yourself and at your expense. Lessor may also terminate the Lease if you commit any one of several violations. Either party may terminate the Project Management Agreement if there is a material breach that continues for more than 30 days after written notice. Either party may also terminate immediately upon the other party's insolvency. Third-party vendor may suspend services and/or deem you to be in material breach if you fail to pay the vendor's fees and expenses. Either party may terminate the Schedule to the Project Management Agreement if a material breach under the Schedule continues for more than 30 days' after written notice.
g. "Cause" defined –curable defaults	Section 13 of the Franchise Agreement Sections 23(A) and	Under the Franchise Agreement, 7 days for improper use of Proprietary Marks or failure to meet certain of our quality assurance standards (that do not present a threat or danger to public health or safety); 15 days for failure to pay amounts

Provision	Section in franchise or other agreement	Summary
	23(B) of the Lease Sections 16.1 and 16.2 of the Project Management Agreement	owed; 60 days if you or any Owner are not a United States citizen and you are notified you have lost or will lose the right to be in the United States lawfully; 30 days for all other defaults under the Franchise Agreement or by operation of a cross-default provision, under any other agreement you or your affiliates have with us or our affiliates; 30 days if another School owned by you or your affiliate loses its license or closes due to violations. There are no curable defaults under the Development Agreement. Under the Lease, 10 days for failure to pay amounts owed and 30 days for all other defaults under the Lease. Under the Project Management Agreement, a material breach (defined as failure to pay any sum when due or to comply with any material term) is curable within 30 days after written notice from the non-breaching party.
h. "Cause" defined – non curable defaults	Section 11 of the Preliminary Agreement and Section 6Q of the Franchise Agreement Section 13 of the Franchise Agreement Section 3.F. and 8 of the Development Agreement Sections 23(A) and (B) of the Lease Sections 16.3 and 29 of the Project Management Agreement	We can terminate the Preliminary Agreement with or without cause generally and without providing you an opportunity to cure, including if you violate or misrepresent your status relating to compliance with laws, or violate laws prohibiting corrupt business practices, money laundering and support of terrorist activities. We can terminate the Franchise Agreement upon: Bankruptcy; abandonment; conviction or plea of guilty or nolo contendere of a felony, or a crime involving moral turpitude or other crime which may affect reputation of the School or goodwill of Proprietary Marks or indicates unsuitability for childcare; dishonest or unethical conduct or conduct involving moral turpitude or other conduct which may affect reputation of the School or goodwill of Proprietary Marks or indicates unsuitability for childcare; unauthorized transfer; failure to comply with in-term covenants; unauthorized use of confidential information or Manual; failure to effect transfer upon death or disability; violation of health or safety laws; failure to meet certain of our quality assurance standards creating a threat or danger to health or safety; material misrepresentation; repeated violations; failure to obtain or maintain insurance; failure to open School; default continuing beyond applicable cure period under any other agreement you or your affiliates have with us or our affiliates; failure to lease or purchase the School premises; termination or revocation of a necessary license or closure of another School operated by you or an affiliate due to violation of Franchise Agreement or applicable laws or licensing requirements and which is not

Provision	Section in franchise or other agreement	Summary
		reinstated or lawfully reopened within 30 days; the operation of the School or the license granted to you is frustrated or materially impaired by any law or civil or military authority or acts of God, war or civil disorders, or by the existence or declaration of a pandemic or epidemic, or by labor union activity. We can terminate the Development Agreement upon: bankruptcy or insolvency; abandonment; conviction or plea of guilty or nolo contendere of a felony, or a crime involving moral turpitude or other crime which may affect reputation of your business or the goodwill of the Proprietary Marks; unauthorized transfer; failure to comply with in-term covenants; unauthorized disclosure of trade secrets or confidential information; failure to effect transfer upon death or disability; creation of a threat or danger to public health or safety; material misrepresentation; repeated violations; failure to comply with any other terms or conditions of the Development Agreement or any franchise agreement between you or your affiliates and us or our affiliates. The lessor can terminate the Lease upon bankruptcy-related events or insolvency of you or your abandonment of the premises for 6 or more consecutive business days. Under the Project Management Agreement, either party may terminate immediately upon the other party's insolvency if not discharged or resolved within 30 days. The third-party vendor may also terminate the Project Management Agreement immediately upon written notice if you have acted in a way that may subject the vendor to liability under applicable anti-bribery and corruption laws or if you become a target of applicable sanctions or anti-money laundering rules.
i. Franchisee's obligations on termination/ non-renewal	Section 5 of the Preliminary Agreement Section 14 of the Franchise Agreement Section 17(B) of the Lease Section 17 of the Project Management Agreement	Sign a release under both the Preliminary Agreement and Franchise Agreement. Under the Franchise Agreement, you must also cease operating franchised business, cease use of System and Proprietary Marks; remove all signage from the premises; cancel assumed or equivalent name registrations; modify or alter premises to prevent operation of any business; pay outstanding amounts; return all manuals relating to franchised business; as applicable, transfer or cancel all telephone numbers, business directory listings, facsimile numbers, Internet numbers, domain names and e-mail addresses and inform any business directory of the transfer; and comply with covenants. Under the Lease, you must remove all signs and equipment, trade fixtures, improvements and property which you have installed or placed in the premises. You must also repair any

Provision	Section in franchise or other agreement	Summary
		damage to the premises cause by your removal. Upon termination of the Project Management Agreement, you must pay all amounts due.
j. Assignment of contract by franchisor	Section 6 of the Preliminary Agreement Section 12 of the Franchise Agreement Section 7 of the Development Agreement Section 24 of the Project Management Agreement	No restriction on our right to assign the Preliminary Agreement, the Franchise Agreement or the Development Agreement. Neither party may assign its duties, obligations or rights under the Project Management Agreement without the prior written consent of the other party.
k. "Transfer" by franchisee – definition	Section 6 of the Preliminary Agreement Section 12 of the Franchise Agreement Section 7 of the Development Agreement Section 16 of the Lease Section 24 of the Project Management Agreement	You may not assign the Preliminary Agreement but you may assign any right or interest in you (if you are an entity). Transfer of Franchise Agreement includes transfer of any right or interest in the Franchise Agreement or in you (if you are an entity). Transfer of the Development Agreement includes sale, assignment, transfer, conveyance, gift, pledge, mortgage or encumbrance of any interest in the Development Agreement, in you, or in substantially all of your assets. Transfer includes transfer of any right or interest in the Development Agreement or in you (if you are an entity). Transfer of the Lease includes transfer of your rights under the Lease. Transfer under the Project Management Agreement includes the assignment of duties, obligations or rights, in whole or in part, by operation of law or otherwise.

Provision	Section in franchise or other agreement	Summary
l. Franchisor's approval of transfer by franchisee	Section 12 of the Franchise Agreement Section 6B of the Preliminary Agreement Section 7 of the Development Agreement Section 16 of the Lease Section 14 of the Project Management Agreement	We have the right to approve all transfers. You may assign the Lease to us or to an entity in which you are the principal shareholder or investor without the lessor's consent. You may assign the Lease, subject to the lessor's consent (which will not be unreasonably withheld), to a person or entity that will continue to operate a Goddard School franchise at the premises. Under the Project Management Agreement, prior written consent of the other party is required for any assignment, except that if you sign as an individual, then you may assign to an entity controlled by you.
m. Conditions for franchisor's approval of transfer	Section 12 of the Franchise Agreement Section 6B of the Preliminary Agreement Section 7 of the Development Agreement	For transfer to a third party: You must pay us all amounts due; you sign a general release; you terminate the Franchise Agreement and transferee enters into our then current form of franchise agreement (modified by an amendment required for transfers), or at our option, you and transferee enter into an assignment and assumption agreement; transferee qualifies; background check fee on transferees paid; transferee satisfies all licensing requirements and obtains a license to operate a childcare center; initial training and transfer support fee paid; transfer fee paid; transfer deposit paid; transferee pays us an initial license fee; transferee pays us or our affiliate an initial marketing fee; transferee satisfactorily completes training; you complete or new transferee agrees to complete repairs and remodeling as required, including any IT upgrades identified in the IT equipment inventory survey; you and transferee sign all other required documents; you may not continue to work at the School as a consultant to the transferee or otherwise after the sale; and transferee adopts and implements the then-current curriculum and education program. If the transferee is an entity, each owner of the transferee entity must sign a Personal Guaranty in the form we require. You may not transfer any Annex separately from the associated School. For transfer to an entity for convenience of ownership: if you are an individual (or a group of individuals) and in full compliance with the Franchise Agreement, then following at least 10 days' written notice to us, you may transfer the Franchise Agreement, together with the assets associated with the School, to an entity which conducts no business other than the School and, if applicable, other Goddard Schools and of which you own and control 100% of the equity and voting

Provision	Section in franchise or other agreement	Summary
		power of all ownership interests, provided that all of the School's assets are owned, and the School's business is conducted, only by that single entity. You (including, if you are a group of individuals, any individual who will not have an ownership interest in the transferee entity), your owners, and the transferee entity must sign the form of agreement and related documents (including the Personal Guaranty for all owners) that we then specify to reflect the assignment of the Franchise Agreement to the transferee entity and a general release, in a form satisfactory to us, of any and all claims against us and our affiliates and our and their respective owners, officers, directors, employees, representatives, agents, successors and assigns. We may consider your request to add persons as individual franchisees to the Franchise Agreement, Development Agreement, and/or the Assignment and Assumption Agreement in a transaction we do not consider a transfer in our sole business judgment. You must pay franchisee add-on fee and background check fee on persons to be added if more than 2; you must satisfy applicable criteria above that would apply in a transfer, and you and persons to be added must sign all required documents. For a transfer of the ownership interests in you under the Preliminary Agreement: You must pay us all amounts due; you sign a general release; transferee qualifies; transferee satisfies all licensing and other requirements; and transferee signs all other required documents. For transfer under the Development Agreement: You must pay us all amounts due; you sign a general release; transferee signs a written agreement assuming and agreeing to discharge all of your obligations under the Development Agreement; transferee qualifies; transferee satisfies all licensing and other requirements; you and transferee sign all other required documents; you must include the sale or transfer of all of your Schools then owned by you. For transfer to corporation or other entity formed solely for convenience of ownership: entity must be newly organized and activities will be confined exclusively to operation of the business under the Development Agreement; you will own 100% of the ownership interest in the entity, except that a minority interest may be owned by persons who agree to guarantee obligations of the transferee and to be bound jointly and severally by the Development Agreement; and you will satisfy all other documentation requirements.

Provision	Section in franchise or other agreement	Summary
n. Franchisor's right of first refusal to acquire franchisee's business	Section 15 of the Franchise Agreement	If you or an entity affiliated with you owns the School premises, we will have a right of first refusal to purchase the premises. We also have the right to match other offers under certain conditions.
o. Franchisor's option to purchase franchisee's business	Section 15 of the Franchise Agreement	We have the option to purchase the assets of the business upon termination or expiration of the Franchise Agreement. We also have the option to lease your premises upon termination or expiration. Our option may be exercised at fair market value, determined by appraisal if parties are unable to agree.
p. Franchisee's death or disability	Section 12E of the Franchise Agreement	Heirs may continue to operate provided they meet our standards for a transferee, including signing our then-current Franchise Agreement and related agreements.
q. Non-competition covenants during the term of the franchise	Section 3F and Section 3I of the Preliminary Agreement Section 16B of the Franchise Agreement Section 9.B. of the Development Agreement Section 23 of the Project Management Agreement	Your Designated On-Site Owner or Designated On-Site Operator, as applicable, will devote full time, energy and efforts to operation of the School. You will not: divert any business or customer of business to any competitor; own, maintain, engage in, be employed by, lease real estate to, consult with or assist in any way, finance, or have any interest in any other related business specializing in child daycare or preschool learning center or business (subject to state law; see **Exhibit I**). You will not: divert or attempt to divert any business or customer of business to any competitor; own, maintain, engage in, be employed by, lease real estate to, consult with or assist in any way, finance, or have any interest in any other child daycare or preschool learning center or business (subject to state law; see **Exhibit I**). Under the Project Management Agreement, you will grant the third-party vendor the exclusive right to provide project management services and you are prohibited from contracting with other commercial real estate services providers to provide the same or similar services as those described in the Schedule to the Project Management Agreement.
r. Non-competition covenants after the franchise is terminated or expires	Section 3G of the Preliminary Agreement Section 16C of the Franchise Agreement Section 9.C. of the Development Agreement	You covenant that for a period of 2 years following termination, expiration or transfer of the Preliminary Agreement, if you do not enter into the Franchise Agreement, and for a period of 3 years following termination, expiration or transfer, you will not (i) divert any business or customer of the business to any competitor; or (ii) own, maintain, engage in, be employed by, lease real estate to, consult with or assist in any way, finance, or have any interest in any business specializing in child daycare or preschool learning center or business (other than another School for which you are a

Provision	Section in franchise or other agreement	Summary
		franchisee under an effective Franchise Agreement with us) at the School or within 10 miles of the School or any existing or proposed School (subject to state law; see **Exhibit I**). Under the Development Agreement, for a period of 2 years after the expiration, termination or transfer, you will not: (i) divert or attempt to divert any business or customer of business to any competitor or perform any act injurious or prejudicial to the goodwill associated with the Proprietary Marks or System; (ii) own, maintain, engage in, be employed by, lease real estate to, consult with or assist in any way, finance, or have any interest in any other daycare or preschool learning center or business, within the Development Area or a 10-mile radius of the Development Area.
s. Modification of the agreement	Section 9 of Preliminary Agreement Section 21 of the Franchise Agreement Section 14 of the Development Agreement Section 35 of the Lease Section 20 of the Project Management Agreement	No modifications generally unless in writing signed by both parties but Manual is subject to change.
t. Integration / merger clause	Section 21 of the Franchise Agreement Section 14 of the Development Agreement Section 35 of the Lease Sections 20 and 21 of the Project Management Agreement	Only terms of Franchise Agreement, Development Agreement, the Lease, and Project Management Agreement, including all schedules, exhibits, and ancillary agreements, are binding (subject to state law; see **Exhibit I**). Any statements or promises not in the Franchise Agreement, Development Agreement or in this disclosure document should not be relied upon and may not be enforceable.

Provision	Section in franchise or other agreement	Summary
u. Dispute resolution by arbitration or mediation	Section 18 of the Project Management Agreement	Not applicable under the Franchise Agreement, Development Agreement, Preliminary Agreement or Lease. Under the Project Management Agreement, disputes are resolved first through negotiation between executives; if unresolved within 60 days, voluntary mediation before a mutually agreeable mediator in Chicago, Illinois; if unresolved within 90 days, either party may initiate litigation upon 10 days' prior written notice
v. Choice of forum *	Section 10 of the Preliminary Agreement Section 23 of the Franchise Agreement Section 16.B. of the Development Agreement Section 27 of the Project Management Agreement	Litigation in the state or federal court of general jurisdiction in the county or district in which our headquarters is located (unless prohibited by laws of the state where the School is located; see **Exhibit I**). We may obtain injunctive relief in any appropriate forum for your unauthorized use of our trademark, or for your violation of any noncompetition covenants. Venue for all disputes under the Project Management Agreement is the state or federal courts located in Chicago, Illinois, unless otherwise mutually agreed by the parties.
w. Choice of law *	Section 10 of the Preliminary Agreement Section 23 of the Franchise Agreement Section 16.A. of the Development Agreement Section 33 of the Lease Section 27 of the Project Management Agreement	Pennsylvania law applies under the Preliminary Agreement, Franchise Agreement, and Development Agreement; if we move our headquarters, we may choose to have the law of the new state apply by giving you notice within 6 months of our move (unless prohibited by laws of the state where the School is located; see **Exhibit I**). The Lease is governed by the laws of the state in which the School premises are located. The Project Management Agreement is governed by Illinois law without regard to its conflict of laws provisions.

* California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin may require franchisors to make additional disclosures related to the information contained in this disclosure document and to amend the franchise agreement to address inconsistencies between the franchise agreement and state law in some areas. If applicable, these additional disclosures and amendments will be furnished to you in a state specific addendum to this disclosure document. See **Exhibit I** to this disclosure document.

A provision in the Franchise Agreement which terminates the Franchise Agreement upon your bankruptcy may not be enforceable under Title 11, United States Code Sections 101 *et seq*.

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 and/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.

STATEMENT OF GROSS REVENUE AND EBITDA FOR MATURE SCHOOLS AND NEW SCHOOLS IN OPERATION AS OF DECEMBER 31, 2025 FOR THE YEAR ENDED DECEMBER 31, 2025

The following is a report, divided into two groups, mature schools open over 18 months as of December 31, 2025 (the "**Mature Schools**") and new schools open 18 months or less as of December 31, 2025 (the "**New Schools**"), identifying the actual Gross Revenue, payroll, occupancy (representing rent plus property tax expense) and miscellaneous operating expenses prepared on a cash basis for the year ended December 31, 2025 for all The Goddard School businesses operating as of December 31, 2025. The net result of these items is "**EBITDA**" which is defined as Gross Revenue less all expenses directly related to operating the School excluding interest, taxes, depreciation and amortization. EBITDA is an acronym for **E**arnings **B**efore **I**nterest, **T**axes, **D**epreciation and **A**mortization. The report also includes an average "**EBITDAR**," which is defined as EBITDA excluding rent related expenses (occupancy expenses). The items included in the expense category identified as miscellaneous items include bank charges, office supplies, utilities, telephone, transportation, payroll taxes, employee costs, marketing, royalties, repairs and maintenance, school supplies, snacks, technology, marketing and professional fees. The expenses reported may also include miscellaneous items that are subject to the discretionary spending of the individual franchisee. "Gross Revenue" is determined on an accrual basis and represents the amount billed by a School for all services or products of any nature rendered or sold at or from or as a result of the School, and without deduction of any kind. (School services are not currently subject to sales taxes or similar taxes.) The first grouping in the report, Mature Schools, includes averages for the data reported for all Schools open more than 18 months as of December 31, 2025 for the year ended December 31, 2025. The report has not been audited.

As of December 31, 2025, there were 665 Schools in operation, all of which 665 Schools were owned by franchisees. Of these 665 Schools, 628 Schools are Mature Schools and 37 are New Schools. Eight of the 628 Mature Schools were determined to have insufficient data for reporting purposes and are not included in this report. The Mature School reporting class is based on the remaining 620 Schools. One Mature School closed during 2025; it had been open for at least 12 months before closing. As a result, information regarding this Mature School is not included in the report. The New School reporting class is based on all of the 37 New Schools that were in operation as of December 31, 2025. None of the New Schools closed during 2025.

The figures in the report have been compiled from operating reports supplied under the Franchise Agreement by franchisees. All of the Schools report financial information to us or Goddard Manager based upon a uniform reporting system. Neither we nor Goddard Manager have audited these figures. The order in which the Schools' information appears in the report is random.

We offered substantially the same services to all of the Schools described in the report. The Schools offer substantially the same services to the public.

FINANCIAL PERFORMANCE REPRESENTATION WORKSHEET - 2025 (unaudited)

	1		2		3		4		5	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	4,101,641		2,115,032		2,362,969		3,480,950		2,140,388	
Payroll	1,228,193	30%	787,394	37%	979,436	41%	1,315,214	38%	851,827	40%
Occupancy	628,704	15%	168,437	8%	364,312	15%	473,172	14%	246,791	12%
Misc Items	781,275	19%	608,684	29%	682,786	29%	784,726	23%	601,671	28%
Total Expenses	2,638,172		1,564,515		2,026,534		2,573,112		1,700,289	
EBITDA	1,463,469	36%	550,517	26%	336,435	14%	907,838	26%	440,099	21%

	6		7		8		9		10	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	3,252,198		2,889,863		2,279,639		2,557,236		2,721,729	
Payroll	1,607,108	49%	1,006,761	35%	796,495	35%	823,968	32%	871,802	32%
Occupancy	295,257	9%	360,996	12%	231,055	10%	184,998	7%	325,417	12%
Misc Items	927,695	29%	772,849	27%	543,622	24%	615,551	24%	624,757	23%
Total Expenses	2,830,060		2,140,606		1,571,172		1,624,517		1,821,976	
EBITDA	422,138	13%	749,257	26%	708,467	31%	932,719	36%	899,753	33%

	11		12		13		14		15	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,912,420		2,267,430		1,467,317		3,296,547		2,610,937	
Payroll	1,241,258	43%	776,336	34%	599,996	41%	1,262,630	38%	988,801	38%
Occupancy	331,984	11%	311,294	14%	261,608	18%	549,890	17%	251,338	10%
Misc Items	793,179	27%	559,342	25%	415,241	28%	698,616	21%	647,953	25%
Total Expenses	2,366,421		1,646,972		1,276,845		2,511,136		1,888,092	
EBITDA	546,000	19%	620,458	27%	190,472	13%	785,411	24%	722,845	28%

	16		17		18		19		20	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,867,381		2,320,487		1,549,474		2,049,307		1,805,487	
Payroll	927,566	32%	1,094,643	47%	675,816	44%	751,275	37%	962,992	53%
Occupancy	290,098	10%	340,944	15%	315,008	20%	177,600	9%	366,630	20%
Misc Items	926,982	32%	682,503	29%	474,273	31%	502,226	25%	408,543	23%
Total Expenses	2,144,646		2,118,090		1,465,097		1,431,101		1,738,165	
EBITDA	722,735	25%	202,397	9%	84,377	5%	618,206	30%	67,322	4%

FINANCIAL PERFORMANCE REPRESENTATION WORKSHEET - 2025 (unaudited)

	21		22		23		24		25	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,155,498		2,071,376		2,051,404		2,056,638		2,383,324	
Payroll	870,182	40%	718,745	35%	833,309	41%	814,697	40%	922,586	39%
Occupancy	344,190	16%	312,208	15%	554,500	27%	208,739	10%	220,932	9%
Misc Items	535,436	25%	536,458	26%	684,479	33%	503,461	24%	720,430	30%
Total Expenses	1,749,808		1,567,411		2,072,288		1,526,897		1,863,948	
EBITDA	405,690	19%	503,965	24%	(20,884)	-1%	529,741	26%	519,376	22%

	26		27		28		29		30	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	1,675,645		4,364,071		1,966,263		2,389,486		3,565,331	
Payroll	699,509	42%	1,160,017	27%	880,742	45%	832,761	35%	1,337,564	38%
Occupancy	303,300	18%	261,396	6%	393,509	20%	374,244	16%	420,385	12%
Misc Items	489,674	29%	844,707	19%	504,032	26%	583,930	24%	818,556	23%
Total Expenses	1,492,483		2,266,120		1,778,283		1,790,935		2,576,505	
EBITDA	183,162	11%	2,097,951	48%	187,980	10%	598,551	25%	988,826	28%

	31		32		33		34		35	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,755,127		2,511,012		2,330,711		1,345,713		3,424,477	
Payroll	1,154,144	42%	839,118	33%	925,184	40%	549,114	41%	1,246,018	36%
Occupancy	276,844	10%	360,160	14%	335,646	14%	155,755	12%	531,657	16%
Misc Items	754,515	27%	950,447	38%	830,107	36%	365,753	27%	740,398	22%
Total Expenses	2,185,503		2,149,725		2,090,937		1,070,622		2,518,073	
EBITDA	569,624	21%	361,287	14%	239,774	10%	275,091	20%	906,404	26%

	36		37		38		39		40	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	4,146,631		2,882,986		2,163,545		2,817,011		3,696,848	
Payroll	1,739,825	42%	1,228,769	43%	1,034,303	48%	1,228,804	44%	1,227,243	33%
Occupancy	725,144	17%	446,437	15%	312,507	14%	360,000	13%	565,467	15%
Misc Items	851,566	21%	999,633	35%	693,684	32%	742,890	26%	830,433	22%
Total Expenses	3,316,535		2,674,839		2,040,494		2,331,694		2,623,143	
EBITDA	830,096	20%	208,147	7%	123,051	6%	485,317	17%	1,073,705	29%

	41		42		43		44		45	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	1,870,122		1,566,446		1,897,577		2,202,928		3,145,187	
Payroll	847,725	45%	681,087	43%	704,012	37%	921,599	42%	1,289,000	41%
Occupancy	179,500	10%	354,021	23%	309,321	16%	254,297	12%	308,000	10%
Misc Items	554,894	30%	408,040	26%	540,272	28%	570,856	26%	973,908	31%
Total Expenses	1,582,119		1,443,148		1,553,605		1,746,752		2,570,908	

FINANCIAL PERFORMANCE REPRESENTATION WORKSHEET - 2025 (unaudited)

EBITDA	288,003	15%	123,298	8%	343,972	18%	456,176	21%	574,279	18%

	46		47		48		49		50	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,085,133		1,706,119		3,273,037		2,218,136		1,361,808	
Payroll	930,510	45%	900,981	53%	1,306,479	40%	1,007,233	45%	597,018	44%
Occupancy	341,588	16%	466,770	27%	545,047	17%	320,981	14%	170,000	12%
Misc Items	480,103	23%	409,490	24%	1,012,195	31%	503,057	23%	320,234	24%
Total Expenses	1,752,201		1,777,241		2,863,721		1,831,271		1,087,252	
EBITDA	332,932	16%	(71,122)	-4%	409,316	13%	386,865	17%	274,556	20%

	51		52		53		54		55	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	5,414,964		2,356,619		3,685,107		2,881,906		1,957,447	
Payroll	1,677,156	31%	861,858	37%	1,740,784	47%	997,148	35%	777,483	40%
Occupancy	380,500	7%	156,000	7%	324,000	9%	468,109	16%	286,815	15%
Misc Items	1,253,163	23%	778,403	33%	914,876	25%	784,615	27%	459,421	23%
Total Expenses	3,310,819		1,796,261		2,979,660		2,249,872		1,523,719	
EBITDA	2,104,145	39%	560,358	24%	705,447	19%	632,034	22%	433,728	22%

	56		57		58		59		60	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,246,022		3,661,758		1,981,234		2,177,753		1,564,163	
Payroll	788,783	35%	1,255,939	34%	973,085	49%	737,145	34%	659,074	42%
Occupancy	429,499	19%	484,960	13%	270,157	14%	237,244	11%	164,064	10%
Misc Items	502,288	22%	927,742	25%	557,673	28%	483,711	22%	498,959	32%
Total Expenses	1,720,570		2,668,641		1,800,915		1,458,100		1,322,097	
EBITDA	525,452	23%	993,117	27%	180,319	9%	719,653	33%	242,066	15%

	61		62		63		64		65	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	716,896		1,924,496		1,490,898		3,324,592		3,903,185	
Payroll	385,974	54%	761,517	40%	609,660	41%	1,224,126	37%	1,533,858	39%
Occupancy	242,632	34%	212,400	11%	249,683	17%	468,000	14%	445,276	11%
Misc Items	227,987	32%	471,088	24%	519,052	35%	733,620	22%	768,866	20%
Total Expenses	856,593		1,445,005		1,378,395		2,425,746		2,748,000	
EBITDA	(139,697)	-19%	479,491	25%	112,503	8%	898,846	27%	1,155,185	30%

	66		67		68		69		70	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	3,440,659		3,484,112		3,125,922		1,165,885		2,225,422	
Payroll	1,224,080	36%	1,111,040	32%	934,342	30%	502,600	43%	755,344	34%
Occupancy	268,184	8%	422,630	12%	259,005	8%	243,551	21%	462,000	21%

FINANCIAL PERFORMANCE REPRESENTATION WORKSHEET - 2025 (unaudited)

Misc Items	734,801	21%	688,999	20%	761,766	24%	330,052	28%	508,308	23%
Total Expenses	2,227,065		2,222,669		1,955,113		1,076,203		1,725,652	
EBITDA	1,213,594	35%	1,261,443	36%	1,170,809	37%	89,682	8%	499,770	22%

	71		72		73		74		75	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	1,912,252		1,944,905		1,161,473		2,063,437		1,238,227	
Payroll	793,865	42%	725,561	37%	565,792	49%	714,800	35%	598,279	48%
Occupancy	243,933	13%	95,620	5%	363,787	31%	193,200	9%	187,760	15%
Misc Items	402,270	21%	758,999	39%	498,355	43%	458,694	22%	264,720	21%
Total Expenses	1,440,068		1,580,180		1,427,934		1,366,694		1,050,759	
EBITDA	472,184	25%	364,725	19%	(266,461)	-23%	696,743	34%	187,468	15%

	76		77		78		79		80	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	4,284,228		2,237,888		3,553,771		1,973,481		2,462,485	
Payroll	1,415,381	33%	767,476	34%	1,055,598	30%	738,527	37%	804,837	33%
Occupancy	464,292	11%	199,026	9%	487,721	14%	252,000	13%	297,284	12%
Misc Items	863,338	20%	580,561	26%	955,985	27%	540,641	27%	421,901	17%
Total Expenses	2,743,011		1,547,063		2,499,304		1,531,168		1,524,022	
EBITDA	1,541,217	36%	690,825	31%	1,054,467	30%	442,313	22%	938,463	38%

	81		82		83		84		85	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	741,334		2,015,219		1,628,560		1,794,454		3,714,731	
Payroll	346,205	47%	737,494	37%	708,149	43%	733,689	41%	1,485,621	40%
Occupancy	282,270	38%	363,213	18%	233,621	14%	385,026	21%	230,522	6%
Misc Items	217,132	29%	586,707	29%	415,618	26%	479,504	27%	889,403	24%
Total Expenses	845,607		1,687,414		1,357,388		1,598,219		2,605,546	
EBITDA	(104,273)	-14%	327,805	16%	271,172	17%	196,235	11%	1,109,185	30%

	86		87		88		89		90	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	1,691,125		2,130,947		2,082,010		1,900,580		2,086,779	
Payroll	754,436	45%	794,880	37%	943,492	45%	795,734	42%	842,437	40%
Occupancy	183,644	11%	329,786	15%	235,200	11%	270,719	14%	323,414	15%
Misc Items	586,840	35%	520,840	24%	585,623	28%	614,410	32%	530,938	25%
Total Expenses	1,524,920		1,645,506		1,764,315		1,680,863		1,696,789	
EBITDA	166,205	10%	485,441	23%	317,695	15%	219,717	12%	389,990	19%

FINANCIAL PERFORMANCE REPRESENTATION WORKSHEET - 2025 (unaudited)

	91		92		93		94		95	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	3,581,824		5,068,644		1,918,971		1,448,413		2,679,192	
Payroll	1,176,128	33%	1,794,751	35%	752,221	39%	731,377	50%	1,170,045	44%
Occupancy	518,294	14%	821,018	16%	442,367	23%	212,532	15%	186,000	7%
Misc Items	767,195	21%	1,333,551	26%	576,130	30%	378,300	26%	692,254	26%
Total Expenses	2,461,617		3,949,320		1,770,718		1,322,209		2,048,299	
EBITDA	1,120,207	31%	1,119,324	22%	148,253	8%	126,204	9%	630,893	24%

	96		97		98		99		100	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	1,388,717		2,249,883		2,538,483		2,481,532		1,850,146	
Payroll	529,971	38%	870,072	39%	936,295	37%	794,826	32%	925,191	50%
Occupancy	186,000	13%	294,000	13%	606,936	24%	376,916	15%	227,939	12%
Misc Items	534,923	39%	647,559	29%	569,731	22%	699,877	28%	443,849	24%
Total Expenses	1,250,894		1,811,631		2,112,962		1,871,619		1,596,979	
EBITDA	137,823	10%	438,252	19%	425,521	17%	609,913	25%	253,167	14%

	101		102		103		104		105	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	3,033,985		1,622,719		2,767,148		1,509,275		5,455,882	
Payroll	896,766	30%	748,365	46%	1,032,004	37%	769,196	51%	1,781,772	33%
Occupancy	504,639	17%	361,074	22%	433,200	16%	232,001	15%	690,000	13%
Misc Items	817,347	27%	635,325	39%	765,930	28%	410,995	27%	1,248,248	23%
Total Expenses	2,218,752		1,744,764		2,231,134		1,412,192		3,720,020	
EBITDA	815,233	27%	(122,045)	-8%	536,014	19%	97,083	6%	1,735,862	32%

	106		107		108		109		110	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,521,426		1,378,728		1,498,909		2,518,667		2,284,054	
Payroll	751,148	30%	506,028	37%	611,891	41%	1,006,375	40%	772,315	34%
Occupancy	365,332	14%	149,334	11%	351,744	23%	410,381	16%	192,000	8%
Misc Items	554,333	22%	420,326	30%	439,149	29%	969,275	38%	529,303	23%
Total Expenses	1,670,813		1,075,688		1,402,784		2,386,031		1,493,618	
EBITDA	850,613	34%	303,040	22%	96,125	6%	132,636	5%	790,436	35%

	111		112		113		114		115	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,579,071		3,538,645		2,997,443		1,810,494		1,515,944	
Payroll	1,147,157	44%	1,262,750	36%	1,036,404	35%	609,134	34%	690,061	46%
Occupancy	360,000	14%	163,397	5%	474,750	16%	377,225	21%	298,000	20%
Misc Items	766,845	30%	972,232	27%	623,583	21%	604,271	33%	439,819	29%
Total Expenses	2,274,002		2,398,379		2,134,737		1,590,630		1,427,880	

FINANCIAL PERFORMANCE REPRESENTATION WORKSHEET - 2025 (unaudited)

EBITDA	305,069	12%	1,140,266	32%	862,706	29%	219,864	12%	88,064	6%

	116		117		118		119		120	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,295,422		2,996,135		1,804,274		2,767,151		2,128,814	
Payroll	815,351	36%	1,123,466	37%	502,471	28%	1,114,492	40%	959,743	45%
Occupancy	290,400	13%	300,550	10%	311,336	17%	634,100	23%	226,411	11%
Misc Items	628,717	27%	906,814	30%	557,951	31%	806,225	29%	912,566	43%
Total Expenses	1,734,468		2,330,830		1,371,758		2,554,817		2,098,720	
EBITDA	560,954	24%	665,305	22%	432,516	24%	212,334	8%	30,094	1%

	121		122		123		124		125	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,852,132		1,311,468		3,877,692		2,979,724		2,530,776	
Payroll	979,486	34%	521,145	40%	1,198,033	31%	1,224,406	41%	985,140	39%
Occupancy	380,628	13%	123,500	9%	368,388	10%	303,096	10%	276,270	11%
Misc Items	892,325	31%	439,274	33%	982,997	25%	659,215	22%	616,455	24%
Total Expenses	2,252,439		1,083,919		2,549,418		2,186,717		1,877,865	
EBITDA	599,693	21%	227,549	17%	1,328,274	34%	793,007	27%	652,911	26%

	126		127		128		129		130	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,508,146		3,531,062		2,736,028		3,311,335		3,451,970	
Payroll	1,097,477	44%	1,481,409	42%	1,125,793	41%	1,391,782	42%	1,216,956	35%
Occupancy	236,723	9%	322,892	9%	325,477	12%	378,749	11%	256,621	7%
Misc Items	725,356	29%	861,891	24%	715,984	26%	808,530	24%	1,028,019	30%
Total Expenses	2,059,556		2,666,192		2,167,254		2,579,061		2,501,596	
EBITDA	448,590	18%	864,870	24%	568,774	21%	732,274	22%	950,374	28%

	131		132		133		134		135	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,397,372		2,413,040		1,841,364		3,570,492		1,542,570	
Payroll	1,029,412	43%	1,134,281	47%	922,679	50%	1,163,974	33%	521,028	34%
Occupancy	365,733	15%	303,588	13%	301,032	16%	443,175	12%	359,281	23%
Misc Items	583,051	24%	846,865	35%	526,601	29%	1,393,016	39%	563,866	37%
Total Expenses	1,978,196		2,284,734		1,750,312		3,000,165		1,444,175	
EBITDA	419,176	17%	128,306	5%	91,052	5%	570,327	16%	98,395	6%

FINANCIAL PERFORMANCE REPRESENTATION WORKSHEET - 2025 (unaudited)

	136		137		138		139		140	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	3,219,965		3,458,818		2,176,929		1,277,546		2,403,392	
Payroll	1,020,565	32%	1,366,243	40%	837,336	38%	557,013	44%	1,085,152	45%
Occupancy	283,664	9%	718,560	21%	488,845	22%	184,597	14%	233,260	10%
Misc Items	741,236	23%	863,779	25%	580,027	27%	393,201	31%	701,381	29%
Total Expenses	2,045,465		2,948,582		1,906,208		1,134,811		2,019,793	
EBITDA	1,174,500	36%	510,236	15%	270,721	12%	142,735	11%	383,599	16%

	141		142		143		144		145	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	1,222,241		2,648,815		3,717,704		2,165,241		2,018,280	
Payroll	599,777	49%	1,117,825	42%	1,444,223	39%	1,009,125	47%	882,283	44%
Occupancy	150,647	12%	328,320	12%	487,139	13%	258,497	12%	141,636	7%
Misc Items	355,803	29%	667,188	25%	873,514	23%	569,947	26%	585,769	29%
Total Expenses	1,106,227		2,113,333		2,804,876		1,837,569		1,609,688	
EBITDA	116,014	9%	535,482	20%	912,828	25%	327,672	15%	408,592	20%

	146		147		148		149		150	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,999,254		2,750,611		3,039,426		1,768,951		2,324,087	
Payroll	1,058,697	35%	1,132,009	41%	1,294,018	43%	640,427	36%	938,066	40%
Occupancy	320,055	11%	205,964	7%	327,873	11%	205,236	12%	308,136	13%
Misc Items	772,918	26%	721,112	26%	692,380	23%	496,463	28%	489,269	21%
Total Expenses	2,151,670		2,059,085		2,314,271		1,342,126		1,735,471	
EBITDA	847,584	28%	691,526	25%	725,155	24%	426,825	24%	588,616	25%

	151		152		153		154		155	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	1,660,939		6,594,330		2,372,136		3,112,332		4,846,696	
Payroll	750,536	45%	2,278,388	35%	897,368	38%	1,152,217	37%	2,070,518	43%
Occupancy	215,492	13%	148,871	2%	495,000	21%	411,820	13%	411,102	8%
Misc Items	478,277	29%	2,016,300	31%	635,895	27%	868,266	28%	1,142,559	24%
Total Expenses	1,444,305		4,443,559		2,028,263		2,432,303		3,624,179	
EBITDA	216,634	13%	2,150,771	33%	343,873	14%	680,029	22%	1,222,517	25%

FINANCIAL PERFORMANCE REPRESENTATION WORKSHEET - 2025 (unaudited)

	156		157		158		159		160	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	3,771,646		3,102,620		3,134,797		3,166,993		1,773,806	
Payroll	1,698,617	45%	1,300,000	42%	1,062,996	34%	1,185,355	37%	696,618	39%
Occupancy	354,207	9%	321,000	10%	344,950	11%	481,749	15%	312,497	18%
Misc Items	867,732	23%	1,137,067	37%	627,214	20%	765,635	24%	443,026	25%
Total Expenses	2,920,556		2,758,067		2,035,160		2,432,739		1,452,141	
EBITDA	851,090	23%	344,553	11%	1,099,637	35%	734,254	23%	321,665	18%

	161		162		163		164		165	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	3,152,399		2,120,098		1,774,936		1,836,441		780,111	
Payroll	1,265,651	40%	623,176	29%	701,201	40%	786,856	43%	398,245	51%
Occupancy	423,734	13%	268,687	13%	319,603	18%	384,655	21%	209,500	27%
Misc Items	803,630	25%	853,430	40%	485,459	27%	587,263	32%	451,722	58%
Total Expenses	2,493,015		1,745,293		1,506,263		1,758,774		1,059,467	
EBITDA	659,384	21%	374,805	18%	268,673	15%	77,667	4%	(279,356)	-36%

	166		167		168		169		170	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	1,246,756		3,891,470		2,007,279		2,165,115		2,617,775	
Payroll	548,269	44%	1,024,113	26%	677,455	34%	966,051	45%	785,991	30%
Occupancy	204,000	16%	323,775	8%	246,610	12%	248,333	11%	193,456	7%
Misc Items	395,224	32%	782,936	20%	588,253	29%	646,297	30%	722,973	28%
Total Expenses	1,147,493		2,130,824		1,512,318		1,860,681		1,702,420	
EBITDA	99,263	8%	1,760,646	45%	494,961	25%	304,434	14%	915,355	35%

	171		172		173		174		175	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	4,373,738		3,006,906		2,928,779		3,671,466		2,409,782	
Payroll	1,442,590	33%	1,066,937	35%	1,062,021	36%	1,267,141	35%	932,847	39%
Occupancy	444,552	10%	272,298	9%	344,034	12%	293,096	8%	319,200	13%
Misc Items	1,069,938	24%	734,070	24%	696,076	24%	874,087	24%	620,880	26%
Total Expenses	2,957,080		2,073,305		2,102,131		2,434,324		1,872,927	
EBITDA	1,416,658	32%	933,601	31%	826,648	28%	1,237,142	34%	536,855	22%

FINANCIAL PERFORMANCE REPRESENTATION WORKSHEET - 2025 (unaudited)

	176		177		178		179		180	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	1,225,933		3,585,080		2,309,407		1,176,818		931,638	
Payroll	525,272	43%	1,248,868	35%	658,331	29%	400,432	34%	602,534	65%
Occupancy	193,627	16%	218,800	6%	196,584	9%	378,000	32%	361,843	39%
Misc Items	301,449	25%	1,000,197	28%	574,562	25%	294,690	25%	352,558	38%
Total Expenses	1,020,348		2,467,865		1,429,477		1,073,122		1,316,935	
EBITDA	205,585	17%	1,117,215	31%	879,930	38%	103,696	9%	(385,297)	-41%

	181		182		183		184		185	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,595,470		2,297,802		2,635,152		2,276,209		1,477,889	
Payroll	1,079,972	42%	960,220	42%	1,048,983	40%	907,770	40%	355,406	24%
Occupancy	232,714	9%	141,000	6%	324,000	12%	349,000	15%	183,516	12%
Misc Items	676,588	26%	634,882	28%	927,101	35%	491,542	22%	481,032	33%
Total Expenses	1,989,274		1,736,102		2,300,084		1,748,312		1,019,954	
EBITDA	606,197	23%	561,700	24%	335,068	13%	527,897	23%	457,935	31%

	186		187		188		189		190	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,873,260		3,006,334		1,689,702		2,815,616		3,198,858	
Payroll	1,298,543	45%	1,086,526	36%	844,252	50%	1,018,529	36%	1,446,798	45%
Occupancy	322,768	11%	330,000	11%	254,744	15%	410,360	15%	567,722	18%
Misc Items	864,546	30%	893,894	30%	487,428	29%	692,575	25%	774,071	24%
Total Expenses	2,485,857		2,310,420		1,586,424		2,121,464		2,788,591	
EBITDA	387,403	13%	695,914	23%	103,278	6%	694,152	25%	410,267	13%

	191		192		193		194		195	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	1,864,718		1,623,210		3,216,459		2,613,021		4,577,941	
Payroll	1,005,885	54%	791,143	49%	1,303,672	41%	1,034,269	40%	1,715,860	37%
Occupancy	236,664	13%	395,556	24%	350,875	11%	360,014	14%	614,040	13%
Misc Items	560,789	30%	388,646	24%	751,204	23%	628,347	24%	997,213	22%
Total Expenses	1,803,338		1,575,345		2,405,751		2,022,630		3,327,113	
EBITDA	61,380	3%	47,865	3%	810,708	25%	590,391	23%	1,250,828	27%

FINANCIAL PERFORMANCE REPRESENTATION WORKSHEET - 2025 (unaudited)

	196		197		198		199		200	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,144,306		2,308,661		2,344,843		5,110,784		3,072,020	
Payroll	714,805	33%	947,063	41%	938,472	40%	1,566,501	31%	1,232,227	40%
Occupancy	252,000	12%	328,256	14%	278,145	12%	463,752	9%	336,548	11%
Misc Items	550,634	26%	632,383	27%	727,820	31%	1,335,422	26%	648,489	21%
Total Expenses	1,517,439		1,907,702		1,944,437		3,365,675		2,217,264	
EBITDA	626,867	29%	400,959	17%	400,406	17%	1,745,109	34%	854,756	28%

	201		202		203		204		205	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,024,926		3,725,738		3,039,689		2,285,835		2,085,321	
Payroll	799,854	40%	1,009,793	27%	1,147,258	38%	724,975	32%	936,125	45%
Occupancy	304,658	15%	446,714	12%	509,419	17%	211,200	9%	290,160	14%
Misc Items	407,925	20%	730,524	20%	640,105	21%	475,425	21%	514,622	25%
Total Expenses	1,512,437		2,187,031		2,296,782		1,411,600		1,740,907	
EBITDA	512,489	25%	1,538,707	41%	742,907	24%	874,235	38%	344,414	17%

	206		207		208		209		210	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,236,871		3,062,475		2,967,105		2,032,857		2,691,043	
Payroll	809,095	36%	1,086,409	35%	1,264,935	43%	841,688	41%	1,103,733	41%
Occupancy	226,844	10%	345,000	11%	270,456	9%	263,661	13%	280,200	10%
Misc Items	804,109	36%	648,908	21%	922,071	31%	561,623	28%	979,444	36%
Total Expenses	1,840,048		2,080,317		2,457,462		1,666,972		2,363,377	
EBITDA	396,823	18%	982,158	32%	509,643	17%	365,885	18%	327,667	12%

	211		212		213		214		215	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,611,990		1,569,592		4,980,801		2,005,901		1,746,559	
Payroll	1,116,102	43%	655,267	42%	1,805,651	36%	765,172	38%	757,432	43%
Occupancy	263,899	10%	217,572	14%	367,309	7%	185,878	9%	177,100	10%
Misc Items	677,207	26%	462,609	29%	1,345,655	27%	538,804	27%	616,041	35%
Total Expenses	2,057,208		1,335,448		3,518,615		1,489,854		1,550,573	
EBITDA	554,782	21%	234,144	15%	1,462,186	29%	516,047	26%	195,986	11%

FINANCIAL PERFORMANCE REPRESENTATION WORKSHEET - 2025 (unaudited)

	216		217		218		219		220	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,683,945		2,918,785		2,034,836		4,988,864		1,693,650	
Payroll	1,146,535	43%	1,152,348	39%	671,886	33%	1,635,869	33%	703,342	42%
Occupancy	342,480	13%	219,040	8%	232,079	11%	698,910	14%	186,844	11%
Misc Items	716,429	27%	932,837	32%	771,080	38%	991,922	20%	439,157	26%
Total Expenses	2,205,444		2,304,225		1,675,045		3,326,701		1,329,343	
EBITDA	478,501	18%	614,560	21%	359,791	18%	1,662,163	33%	364,307	22%

	221		222		223		224		225	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	3,882,323		3,741,242		2,527,414		2,955,579		1,865,669	
Payroll	1,513,056	39%	1,416,992	38%	963,239	38%	1,157,305	39%	631,522	34%
Occupancy	298,114	8%	259,095	7%	259,000	10%	463,500	16%	192,813	10%
Misc Items	1,098,212	28%	756,636	20%	529,788	21%	916,331	31%	413,177	22%
Total Expenses	2,909,382		2,432,723		1,752,027		2,537,136		1,237,512	
EBITDA	972,941	25%	1,308,519	35%	775,387	31%	418,443	14%	628,157	34%

	226		227		228		229		230	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	1,245,464		2,644,043		1,605,347		3,317,643		2,423,268	
Payroll	572,859	46%	1,141,238	43%	588,447	37%	1,301,653	39%	928,854	38%
Occupancy	149,877	12%	417,608	16%	189,672	12%	724,119	22%	388,526	16%
Misc Items	333,110	27%	535,272	20%	437,305	27%	646,732	19%	996,535	41%
Total Expenses	1,055,846		2,094,118		1,215,424		2,672,504		2,313,915	
EBITDA	189,618	15%	549,925	21%	389,923	24%	645,139	19%	109,353	5%

	231		232		233		234		235	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,004,062		2,935,847		2,487,477		2,065,645		2,286,820	
Payroll	797,410	40%	866,423	30%	919,578	37%	947,270	46%	660,591	29%
Occupancy	332,735	17%	454,000	15%	260,741	10%	284,412	14%	294,793	13%
Misc Items	536,362	27%	694,390	24%	585,488	24%	747,372	36%	745,304	33%
Total Expenses	1,666,507		2,014,813		1,765,807		1,979,054		1,700,688	
EBITDA	337,555	17%	921,034	31%	721,670	29%	86,591	4%	586,132	26%

FINANCIAL PERFORMANCE REPRESENTATION WORKSHEET - 2025 (unaudited)

	236		237		238		239		240	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	3,218,763		2,328,695		2,315,444		2,789,747		1,991,674	
Payroll	1,184,964	37%	1,064,888	46%	804,236	35%	1,245,534	45%	877,412	44%
Occupancy	390,030	12%	284,652	12%	283,427	12%	645,060	23%	291,314	15%
Misc Items	904,638	28%	610,993	26%	626,140	27%	678,838	24%	468,796	24%
Total Expenses	2,479,632		1,960,533		1,713,803		2,569,432		1,637,522	
EBITDA	739,131	23%	368,162	16%	601,641	26%	220,315	8%	354,152	18%

	241		242		243		244		245	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	3,472,500		1,632,500		1,443,330		2,912,482		2,809,573	
Payroll	921,100	27%	616,096	38%	455,814	32%	1,072,259	37%	1,089,815	39%
Occupancy	298,109	9%	405,083	25%	286,000	20%	470,557	16%	332,789	12%
Misc Items	779,945	22%	564,932	35%	461,114	32%	731,574	25%	1,006,523	36%
Total Expenses	1,999,154		1,586,111		1,202,928		2,274,390		2,429,127	
EBITDA	1,473,346	42%	46,389	3%	240,402	17%	638,092	22%	380,446	14%

	246		247	(a)	248		249		250	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	856,544		1,088,204		2,434,607		2,928,955		1,802,034	
Payroll	394,189	46%	517,678	48%	1,204,526	49%	1,092,342	37%	665,598	37%
Occupancy	198,000	23%	120,250	11%	463,203	19%	319,598	11%	351,228	19%
Misc Items	227,267	27%	401,888	37%	672,129	28%	677,499	23%	417,496	23%
Total Expenses	819,456		1,039,816		2,339,858		2,089,439		1,434,322	
EBITDA	37,088	4%	48,388	4%	94,749	4%	839,516	29%	367,712	20%

	251		252		253		254		255	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,564,695		1,920,638		994,896		3,425,369		1,801,150	
Payroll	965,460	38%	728,518	38%	443,175	45%	1,042,859	30%	766,424	43%
Occupancy	155,526	6%	268,691	14%	316,586	32%	448,303	13%	238,531	13%
Misc Items	662,346	26%	588,304	31%	481,566	48%	669,386	20%	531,048	29%
Total Expenses	1,783,332		1,585,513		1,241,327		2,160,548		1,536,003	
EBITDA	781,363	30%	335,125	17%	(246,431)	-25%	1,264,821	37%	265,147	15%

FINANCIAL PERFORMANCE REPRESENTATION WORKSHEET - 2025 (unaudited)

	256		257		258		259		260	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	1,091,239		2,329,302		2,848,664		3,963,606		2,403,733	
Payroll	488,842	45%	1,065,502	46%	1,116,671	39%	1,608,549	41%	1,128,353	47%
Occupancy	394,887	36%	527,820	23%	486,900	17%	363,331	9%	334,302	14%
Misc Items	293,239	27%	568,293	24%	808,089	28%	974,485	25%	550,517	23%
Total Expenses	1,176,968		2,161,615		2,411,660		2,946,365		2,013,172	
EBITDA	(85,729)	-8%	167,687	7%	437,004	15%	1,017,241	26%	390,561	16%

	261		262		263		264		265	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	808,177		2,270,105		3,670,953		3,189,093		2,313,083	
Payroll	246,246	30%	770,376	34%	1,422,309	39%	1,042,800	33%	774,130	33%
Occupancy	224,400	28%	479,997	21%	517,513	14%	378,778	12%	328,043	14%
Misc Items	135,231	17%	552,852	24%	1,002,457	27%	985,241	31%	618,538	27%
Total Expenses	605,877		1,803,225		2,942,279		2,406,819		1,720,711	
EBITDA	202,300	25%	466,880	21%	728,674	20%	782,274	25%	592,372	26%

	266		267		268		269		270	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,092,575		974,800		1,769,811		3,992,646		2,031,544	
Payroll	746,808	36%	365,688	38%	728,389	41%	1,263,287	32%	801,148	39%
Occupancy	185,596	9%	306,507	31%	418,812	24%	479,667	12%	328,628	16%
Misc Items	677,353	32%	320,738	33%	508,693	29%	913,745	23%	764,087	38%
Total Expenses	1,609,757		992,933		1,655,894		2,656,699		1,893,863	
EBITDA	482,818	23%	(18,133)	-2%	113,917	6%	1,335,947	33%	137,681	7%

	271		272		273		274		275	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,907,953		1,513,484		1,932,176		3,507,126		2,020,354	
Payroll	874,849	30%	637,642	42%	784,758	41%	1,041,514	30%	775,231	38%
Occupancy	139,401	5%	213,960	14%	230,744	12%	281,460	8%	365,736	18%
Misc Items	650,631	22%	342,393	23%	555,621	29%	771,132	22%	628,983	31%
Total Expenses	1,664,881		1,193,995		1,571,123		2,094,106		1,769,950	
EBITDA	1,243,072	43%	319,489	21%	361,053	19%	1,413,020	40%	250,404	12%

FINANCIAL PERFORMANCE REPRESENTATION WORKSHEET - 2025 (unaudited)

	276		277		278		279		280	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	3,216,864		3,585,165		2,946,398		2,766,859		2,235,417	
Payroll	1,249,657	39%	1,573,860	44%	970,897	33%	1,011,787	37%	989,073	44%
Occupancy	777,873	24%	289,248	8%	365,667	12%	354,088	13%	220,144	10%
Misc Items	870,823	27%	948,671	26%	813,799	28%	614,840	22%	604,721	27%
Total Expenses	2,898,353		2,811,779		2,150,363		1,980,715		1,813,938	
EBITDA	318,511	10%	773,386	22%	796,035	27%	786,144	28%	421,479	19%

	281		282		283		284		285	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	1,178,951		2,879,491		3,368,984		1,467,805		2,033,136	
Payroll	560,890	48%	1,300,751	45%	1,223,011	36%	490,125	33%	859,071	42%
Occupancy	336,556	29%	429,335	15%	555,100	16%	259,234	18%	243,000	12%
Misc Items	253,438	21%	718,272	25%	1,013,705	30%	383,080	26%	500,956	25%
Total Expenses	1,150,884		2,448,358		2,791,816		1,132,439		1,603,027	
EBITDA	28,067	2%	431,133	15%	577,168	17%	335,366	23%	430,109	21%

	286		287		288		289		290	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	1,327,941		2,894,056		2,712,162		3,423,113		1,823,781	
Payroll	465,397	35%	1,169,133	40%	1,017,865	38%	1,235,911	36%	764,682	42%
Occupancy	372,794	28%	434,667	15%	544,000	20%	353,000	10%	254,150	14%
Misc Items	308,682	23%	664,483	23%	612,780	23%	844,592	25%	546,173	30%
Total Expenses	1,146,873		2,268,283		2,174,645		2,433,503		1,565,005	
EBITDA	181,068	14%	625,773	22%	537,518	20%	989,610	29%	258,776	14%

	291		292		293		294		295	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,049,214		2,107,279		3,239,372		4,298,571		2,222,438	
Payroll	765,472	37%	976,151	46%	1,044,083	32%	1,396,975	32%	797,735	36%
Occupancy	237,085	12%	306,909	15%	376,900	12%	547,307	13%	321,698	14%
Misc Items	693,441	34%	597,962	28%	902,927	28%	758,754	18%	612,391	28%
Total Expenses	1,695,998		1,881,022		2,323,910		2,703,036		1,731,824	
EBITDA	353,216	17%	226,257	11%	915,462	28%	1,595,535	37%	490,614	22%

FINANCIAL PERFORMANCE REPRESENTATION WORKSHEET - 2025 (unaudited)

	296		297		298		299		300	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	3,788,836		2,058,242		4,359,427		1,926,899		1,874,522	
Payroll	1,373,716	36%	847,748	41%	1,331,537	31%	745,988	39%	821,627	44%
Occupancy	446,886	12%	218,562	11%	402,000	9%	267,857	14%	199,800	11%
Misc Items	885,240	23%	474,903	23%	1,119,133	26%	555,290	29%	602,371	32%
Total Expenses	2,705,842		1,541,213		2,852,670		1,569,135		1,623,798	
EBITDA	1,082,994	29%	517,029	25%	1,506,757	35%	357,764	19%	250,724	13%

	301		302		303		304		305	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	3,145,956		1,413,614		4,516,958		1,386,052		2,332,272	
Payroll	1,133,565	36%	487,940	35%	1,934,617	43%	643,696	46%	1,099,728	47%
Occupancy	473,600	15%	446,500	32%	612,000	14%	341,449	25%	169,906	7%
Misc Items	815,333	26%	372,830	26%	1,290,035	29%	440,701	32%	514,943	22%
Total Expenses	2,422,498		1,307,270		3,836,652		1,425,846		1,784,577	
EBITDA	723,458	23%	106,344	8%	680,306	15%	(39,794)	-3%	547,695	23%

	306		307		308		309		310	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,475,016		1,203,458		2,251,706		1,823,426		3,026,589	
Payroll	873,977	35%	623,077	52%	928,241	41%	714,464	39%	926,580	31%
Occupancy	230,400	9%	315,900	26%	340,954	15%	199,147	11%	381,864	13%
Misc Items	601,145	24%	349,251	29%	561,187	25%	482,052	26%	879,917	29%
Total Expenses	1,705,522		1,288,228		1,830,382		1,395,663		2,188,361	
EBITDA	769,494	31%	(84,770)	-7%	421,324	19%	427,763	23%	838,228	28%

	311		312		313		314		315	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	1,998,733		3,004,893		2,424,404		2,286,571		1,633,529	
Payroll	873,828	44%	889,778	30%	964,049	40%	1,091,514	48%	688,792	42%
Occupancy	192,000	10%	465,000	15%	434,708	18%	502,784	22%	210,687	13%
Misc Items	555,309	28%	573,585	19%	652,874	27%	575,460	25%	551,550	34%
Total Expenses	1,621,137		1,928,363		2,051,631		2,169,758		1,451,029	
EBITDA	377,596	19%	1,076,530	36%	372,773	15%	116,813	5%	182,500	11%

FINANCIAL PERFORMANCE REPRESENTATION WORKSHEET - 2025 (unaudited)

	316		317		318		319		320	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	1,560,319		2,167,557		1,267,412		2,941,913		1,962,962	
Payroll	714,394	46%	665,298	31%	435,427	34%	820,500	28%	757,512	39%
Occupancy	218,060	14%	259,308	12%	275,492	22%	354,808	12%	250,606	13%
Misc Items	437,696	28%	750,657	35%	383,103	30%	829,382	28%	538,714	27%
Total Expenses	1,370,150		1,675,263		1,094,022		2,004,690		1,546,832	
EBITDA	190,169	12%	492,294	23%	173,390	14%	937,223	32%	416,130	21%

	321		322		323		324		325	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,174,144		1,474,583		2,381,726		2,238,300		2,554,044	
Payroll	836,191	38%	569,447	39%	922,816	39%	864,324	39%	793,129	31%
Occupancy	295,605	14%	444,291	30%	338,428	14%	218,014	10%	503,604	20%
Misc Items	845,939	39%	478,583	32%	618,022	26%	594,711	27%	818,779	32%
Total Expenses	1,977,735		1,492,321		1,879,266		1,677,049		2,115,512	
EBITDA	196,409	9%	(17,738)	-1%	502,460	21%	561,251	25%	438,532	17%

	326		327		328		329		330	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,288,228		2,684,453		1,284,109		2,327,448		1,703,176	
Payroll	741,260	32%	824,686	31%	398,550	31%	1,077,745	46%	850,891	50%
Occupancy	168,696	7%	181,296	7%	272,890	21%	337,907	15%	177,660	10%
Misc Items	465,554	20%	653,508	24%	301,735	23%	538,231	23%	508,655	30%
Total Expenses	1,375,510		1,659,490		973,175		1,953,883		1,537,206	
EBITDA	912,718	40%	1,024,963	38%	310,934	24%	373,565	16%	165,970	10%

	331		332		333		334		335	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,701,696		2,247,112		1,749,157		2,646,740		2,544,952	
Payroll	916,438	34%	912,239	41%	905,723	52%	1,247,003	47%	1,037,767	41%
Occupancy	348,812	13%	420,000	19%	253,750	15%	265,284	10%	224,350	9%
Misc Items	740,314	27%	584,323	26%	438,663	25%	806,991	30%	661,820	26%
Total Expenses	2,005,564		1,916,562		1,598,136		2,319,278		1,923,937	
EBITDA	696,132	26%	330,550	15%	151,021	9%	327,462	12%	621,015	24%

FINANCIAL PERFORMANCE REPRESENTATION WORKSHEET - 2025 (unaudited)

	336		337		338		339		340	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	1,520,679		1,957,757		2,673,842		1,805,512		2,275,918	
Payroll	621,843	41%	727,451	37%	957,337	36%	776,177	43%	1,050,014	46%
Occupancy	303,251	20%	524,993	27%	561,059	21%	409,833	23%	347,654	15%
Misc Items	436,105	29%	653,916	33%	677,041	25%	557,774	31%	590,416	26%
Total Expenses	1,361,199		1,906,360		2,195,437		1,743,784		1,988,084	
EBITDA	159,480	10%	51,397	3%	478,405	18%	61,728	3%	287,834	13%

	341		342		343		344		345	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,064,586		2,510,473		3,245,026		1,617,814		2,699,879	
Payroll	663,219	32%	987,283	39%	1,420,014	44%	583,230	36%	1,004,738	37%
Occupancy	387,816	19%	325,028	13%	427,414	13%	218,316	13%	226,020	8%
Misc Items	773,699	37%	763,323	30%	942,287	29%	425,837	26%	678,445	25%
Total Expenses	1,824,734		2,075,634		2,789,715		1,227,383		1,909,203	
EBITDA	239,852	12%	434,839	17%	455,311	14%	390,431	24%	790,676	29%

	346		347		348		349		350	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	1,361,198		2,636,252		1,802,828		1,862,301		2,020,644	
Payroll	616,491	45%	1,274,950	48%	714,161	40%	678,279	36%	1,003,404	50%
Occupancy	261,181	19%	508,423	19%	191,379	11%	226,291	12%	239,917	12%
Misc Items	404,835	30%	813,601	31%	523,771	29%	428,618	23%	478,812	24%
Total Expenses	1,282,507		2,596,974		1,429,311		1,333,188		1,722,133	
EBITDA	78,691	6%	39,278	1%	373,517	21%	529,113	28%	298,511	15%

	351		352		353		354		355	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,581,377		2,370,404		2,710,301		3,553,909		5,385,747	
Payroll	865,045	34%	858,058	36%	1,005,768	37%	1,229,057	35%	1,654,724	31%
Occupancy	283,441	11%	331,381	14%	321,205	12%	299,760	8%	618,894	11%
Misc Items	600,798	23%	654,885	28%	614,834	23%	751,942	21%	997,097	19%
Total Expenses	1,749,284		1,844,324		1,941,807		2,280,759		3,270,715	
EBITDA	832,093	32%	526,080	22%	768,494	28%	1,273,150	36%	2,115,032	39%

FINANCIAL PERFORMANCE REPRESENTATION WORKSHEET - 2025 (unaudited)

	356		357		358		359		360	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	1,686,147		4,397,605		5,070,326		1,948,107		2,022,077	
Payroll	705,299	42%	1,291,097	29%	2,051,701	40%	755,533	39%	753,765	37%
Occupancy	196,965	12%	281,640	6%	912,000	18%	249,000	13%	304,509	15%
Misc Items	514,164	30%	830,476	19%	933,134	18%	637,855	33%	598,667	30%
Total Expenses	1,416,428		2,403,213		3,896,835		1,642,388		1,656,941	
EBITDA	269,719	16%	1,994,392	45%	1,173,492	23%	305,719	16%	365,136	18%

	361		362		363		364		365	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,155,123		1,393,967		2,550,274		2,999,584		2,085,667	
Payroll	588,560	27%	605,161	43%	769,062	30%	1,173,967	39%	792,943	38%
Occupancy	336,000	16%	163,910	12%	215,802	8%	330,234	11%	209,768	10%
Misc Items	611,388	28%	630,437	45%	531,125	21%	692,019	23%	677,212	32%
Total Expenses	1,535,948		1,399,508		1,515,989		2,196,220		1,679,923	
EBITDA	619,175	29%	(5,541)	0%	1,034,286	41%	803,364	27%	405,744	19%

	366		367		368		369		370	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,448,844		3,193,405		1,543,843		2,079,447		1,970,842	
Payroll	977,552	40%	1,321,106	41%	568,823	37%	814,358	39%	812,672	41%
Occupancy	317,545	13%	319,644	10%	374,961	24%	372,252	18%	278,129	14%
Misc Items	619,825	25%	826,757	26%	519,316	34%	497,296	24%	1,142,496	58%
Total Expenses	1,914,922		2,467,507		1,463,100		1,683,906		2,233,297	
EBITDA	533,922	22%	725,898	23%	80,743	5%	395,541	19%	(262,455)	-13%

	371		372		373		374		375	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,820,275		1,901,242		1,546,813		2,290,053		2,127,163	
Payroll	1,185,279	42%	600,607	32%	754,398	49%	672,849	29%	984,654	46%
Occupancy	385,820	14%	182,000	10%	231,909	15%	330,600	14%	207,996	10%
Misc Items	811,309	29%	531,983	28%	488,587	32%	684,969	30%	605,194	28%
Total Expenses	2,382,408		1,314,590		1,474,894		1,688,418		1,797,844	
EBITDA	437,867	16%	586,652	31%	71,919	5%	601,635	26%	329,319	15%

FINANCIAL PERFORMANCE REPRESENTATION WORKSHEET - 2025 (unaudited)

	376		377		378		379		380	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	4,194,020		1,869,359		4,637,990		3,288,667		2,998,647	
Payroll	1,487,422	35%	863,097	46%	2,027,321	44%	1,155,760	35%	1,398,134	47%
Occupancy	468,118	11%	231,477	12%	792,986	17%	308,793	9%	357,600	12%
Misc Items	940,065	22%	327,684	18%	1,243,932	27%	843,464	26%	748,059	25%
Total Expenses	2,895,605		1,422,258		4,064,239		2,308,017		2,503,793	
EBITDA	1,298,416	31%	447,101	24%	573,751	12%	980,650	30%	494,854	17%

	381		382		383		384		385	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	3,012,708		2,198,717		3,539,977		2,086,432		2,041,651	
Payroll	1,496,649	50%	913,071	42%	1,432,826	40%	1,049,779	50%	740,893	36%
Occupancy	245,550	8%	143,178	7%	415,082	12%	367,598	18%	218,000	11%
Misc Items	975,766	32%	572,498	26%	934,721	26%	551,906	26%	775,423	38%
Total Expenses	2,717,965		1,628,747		2,782,629		1,969,283		1,734,316	
EBITDA	294,743	10%	569,970	26%	757,348	21%	117,149	6%	307,335	15%

	386		387		388		389		390	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	3,601,721		2,335,862		4,736,703		3,062,285		1,566,193	
Payroll	1,296,686	36%	864,609	37%	1,699,056	36%	1,224,253	40%	696,697	44%
Occupancy	469,480	13%	276,000	12%	350,554	7%	545,361	18%	293,440	19%
Misc Items	967,495	27%	728,053	31%	1,003,703	21%	547,208	18%	493,306	31%
Total Expenses	2,733,661		1,868,662		3,053,313		2,316,822		1,483,443	
EBITDA	868,060	24%	467,200	20%	1,683,390	36%	745,463	24%	82,750	5%

	391		392		393		394		395	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	1,252,467		3,203,998		2,637,989		1,292,417		2,533,292	
Payroll	555,758	44%	1,365,912	43%	1,125,022	43%	656,772	51%	1,121,488	44%
Occupancy	194,052	15%	358,516	11%	279,947	11%	204,230	16%	196,524	8%
Misc Items	472,776	38%	994,832	31%	834,143	32%	496,097	38%	592,025	23%
Total Expenses	1,222,586		2,719,260		2,239,112		1,357,099		1,910,037	
EBITDA	29,881	2%	484,738	15%	398,877	15%	(64,682)	-5%	623,255	25%

FINANCIAL PERFORMANCE REPRESENTATION WORKSHEET - 2025 (unaudited)

	396		397		398		399		400	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,600,539		1,844,920		1,430,811		2,439,986		1,697,660	
Payroll	1,030,205	40%	654,947	36%	511,015	36%	835,542	34%	868,818	51%
Occupancy	292,668	11%	261,518	14%	523,275	37%	230,460	9%	247,205	15%
Misc Items	656,035	25%	502,800	27%	454,416	32%	742,723	30%	532,053	31%
Total Expenses	1,978,908		1,419,265		1,488,706		1,808,725		1,648,076	
EBITDA	621,631	24%	425,655	23%	(57,895)	-4%	631,261	26%	49,584	3%

	401		402		403		404		405	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,275,358		1,401,067		2,256,325		2,714,028		1,483,245	
Payroll	1,024,244	45%	775,651	55%	810,695	36%	1,117,102	41%	754,944	51%
Occupancy	360,348	16%	272,400	19%	357,825	16%	605,941	22%	272,400	18%
Misc Items	624,312	27%	403,181	29%	505,582	22%	593,876	22%	430,193	29%
Total Expenses	2,008,904		1,451,232		1,674,102		2,316,919		1,457,537	
EBITDA	266,454	12%	(50,165)	-4%	582,223	26%	397,109	15%	25,708	2%

	406		407		408		409		410	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	1,749,575		2,410,435		4,372,630		2,009,241		3,786,605	
Payroll	568,660	33%	830,600	34%	1,569,255	36%	798,449	40%	1,613,457	43%
Occupancy	145,222	8%	451,575	19%	481,912	11%	225,932	11%	412,663	11%
Misc Items	482,503	28%	789,468	33%	1,234,893	28%	450,715	22%	1,041,536	28%
Total Expenses	1,196,385		2,071,643		3,286,060		1,475,096		3,067,656	
EBITDA	553,190	32%	338,792	14%	1,086,570	25%	534,145	27%	718,949	19%

	411		412		413		414		415	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,843,457		4,025,361		1,912,695		2,066,854		2,020,402	
Payroll	1,179,837	41%	1,207,032	30%	731,154	38%	1,092,834	53%	723,540	36%
Occupancy	456,923	16%	310,780	8%	318,525	17%	140,433	7%	315,916	16%
Misc Items	869,817	31%	1,134,457	28%	380,903	20%	613,355	30%	538,051	27%
Total Expenses	2,506,577		2,652,269		1,430,582		1,846,622		1,577,507	
EBITDA	336,880	12%	1,373,092	34%	482,113	25%	220,232	11%	442,895	22%

FINANCIAL PERFORMANCE REPRESENTATION WORKSHEET - 2025 (unaudited)

	416		417		418		419		420	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,977,035		1,496,508		3,560,426		3,035,243		1,446,971	
Payroll	995,083	33%	651,745	44%	1,162,011	33%	1,005,155	33%	669,008	46%
Occupancy	202,442	7%	153,282	10%	383,652	11%	292,530	10%	434,452	30%
Misc Items	724,690	24%	387,760	26%	913,005	26%	811,748	27%	349,827	24%
Total Expenses	1,922,215		1,192,787		2,458,668		2,109,433		1,453,287	
EBITDA	1,054,820	35%	303,721	20%	1,101,758	31%	925,810	31%	(6,316)	0%

	421		422		423		424		425	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	3,001,173		2,539,408		2,310,951		5,517,534		2,126,021	
Payroll	1,132,133	38%	909,484	36%	1,047,867	45%	1,662,182	30%	870,077	41%
Occupancy	273,743	9%	326,722	13%	455,515	20%	753,135	14%	252,458	12%
Misc Items	881,104	29%	591,685	23%	650,682	28%	1,135,004	21%	606,118	29%
Total Expenses	2,286,980		1,827,891		2,154,064		3,550,321		1,728,653	
EBITDA	714,193	24%	711,517	28%	156,887	7%	1,967,213	36%	397,368	19%

	426		427		428		429		430	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,118,090		2,310,835		983,608		2,000,698		2,238,553	
Payroll	899,530	42%	955,170	41%	304,547	31%	891,675	45%	878,101	39%
Occupancy	276,172	13%	280,308	12%	279,070	28%	271,086	14%	393,038	18%
Misc Items	446,861	21%	633,823	27%	319,810	33%	466,627	23%	617,536	28%
Total Expenses	1,622,563		1,869,301		903,427		1,629,388		1,888,675	
EBITDA	495,527	23%	441,534	19%	80,181	8%	371,310	19%	349,878	16%

	431		432		433		434		435	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	893,039		2,677,495		2,092,662		1,777,837		1,889,545	
Payroll	427,259	48%	1,232,345	46%	794,900	38%	731,709	41%	1,032,600	55%
Occupancy	110,000	12%	257,556	10%	244,804	12%	192,000	11%	257,000	14%
Misc Items	182,673	20%	722,745	27%	891,858	43%	519,587	29%	551,205	29%
Total Expenses	719,932		2,212,646		1,931,562		1,443,296		1,840,805	
EBITDA	173,107	19%	464,849	17%	161,100	8%	334,541	19%	48,740	3%

FINANCIAL PERFORMANCE REPRESENTATION WORKSHEET - 2025 (unaudited)

	436		437		438		439		440	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	1,977,363		1,756,016		2,305,013		2,965,865		3,830,849	
Payroll	700,116	35%	757,983	43%	800,614	35%	1,144,290	39%	1,522,177	40%
Occupancy	346,200	18%	204,673	12%	247,200	11%	249,059	8%	535,142	14%
Misc Items	466,551	24%	441,642	25%	592,078	26%	745,651	25%	748,050	20%
Total Expenses	1,512,867		1,404,298		1,639,892		2,139,000		2,805,369	
EBITDA	464,496	23%	351,718	20%	665,122	29%	826,865	28%	1,025,480	27%

	441		442		443		444		445	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,729,237		1,127,791		1,876,593		2,884,370		2,616,078	
Payroll	1,058,895	39%	447,145	40%	937,354	50%	1,381,342	48%	1,002,289	38%
Occupancy	355,588	13%	328,200	29%	181,778	10%	287,099	10%	293,064	11%
Misc Items	805,710	30%	263,901	23%	592,756	32%	828,316	29%	611,110	23%
Total Expenses	2,220,193		1,039,246		1,711,888		2,496,757		1,906,463	
EBITDA	509,044	19%	88,545	8%	164,705	9%	387,613	13%	709,615	27%

	446		447		448		449		450	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,936,470		2,513,995		3,533,323		1,988,954		2,374,955	
Payroll	1,103,395	38%	810,908	32%	1,332,032	38%	809,879	41%	872,066	37%
Occupancy	444,000	15%	344,823	14%	463,672	13%	238,980	12%	317,772	13%
Misc Items	717,108	24%	917,114	36%	1,054,970	30%	522,640	26%	670,415	28%
Total Expenses	2,264,503		2,072,845		2,850,674		1,571,499		1,860,253	
EBITDA	671,967	23%	441,150	18%	682,649	19%	417,455	21%	514,702	22%

	451		452		453		454		455	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	1,711,766		1,650,802		1,539,056		1,962,255		2,214,516	
Payroll	582,328	34%	711,780	43%	688,109	45%	729,983	37%	996,415	45%
Occupancy	255,141	15%	211,718	13%	317,446	21%	419,447	21%	347,512	16%
Misc Items	426,527	25%	529,016	32%	348,351	23%	556,800	28%	552,523	25%
Total Expenses	1,263,996		1,452,514		1,353,906		1,706,230		1,896,450	
EBITDA	447,770	26%	198,288	12%	185,150	12%	256,025	13%	318,066	14%

FINANCIAL PERFORMANCE REPRESENTATION WORKSHEET - 2025 (unaudited)

	456		457		458		459		460	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	1,537,193		6,168,289		3,410,893		2,584,141		2,787,761	
Payroll	790,796	51%	1,990,300	32%	1,304,301	38%	1,006,692	39%	1,189,919	43%
Occupancy	156,025	10%	1,051,351	17%	407,896	12%	452,211	17%	426,000	15%
Misc Items	498,492	32%	1,203,729	20%	1,223,312	36%	1,070,847	41%	821,096	29%
Total Expenses	1,445,313		4,245,380		2,935,509		2,529,750		2,437,015	
EBITDA	91,881	6%	1,922,909	31%	475,384	14%	54,391	2%	350,746	13%

	461		462		463		464		465	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,431,503		2,239,417		2,692,928		1,512,540		2,150,798	
Payroll	1,020,016	42%	985,356	44%	1,185,777	44%	624,414	41%	814,619	38%
Occupancy	153,683	6%	301,838	13%	392,389	15%	246,044	16%	279,319	13%
Misc Items	605,362	25%	527,114	24%	653,964	24%	433,991	29%	914,554	43%
Total Expenses	1,779,061		1,814,308		2,232,130		1,304,449		2,008,492	
EBITDA	652,442	27%	425,109	19%	460,798	17%	208,091	14%	142,306	7%

	466		467		468		469		470	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,065,937		4,517,130		3,614,681		3,164,522		2,420,736	
Payroll	697,120	34%	1,860,240	41%	1,943,878	54%	1,348,324	43%	1,216,762	50%
Occupancy	213,900	10%	1,056,000	23%	1,117,095	31%	331,503	10%	259,230	11%
Misc Items	721,353	35%	847,372	19%	965,431	27%	855,177	27%	768,046	32%
Total Expenses	1,632,373		3,763,612		4,026,404		2,535,004		2,244,038	
EBITDA	433,564	21%	753,518	17%	(411,723)	-11%	629,518	20%	176,698	7%

	471		472		473		474		475	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,618,372		2,406,403		2,480,843		2,330,524		2,900,078	
Payroll	1,214,951	46%	849,513	35%	899,509	36%	834,393	36%	1,362,676	47%
Occupancy	315,527	12%	211,079	9%	285,179	11%	338,669	15%	432,874	15%
Misc Items	729,204	28%	543,777	23%	736,117	30%	572,020	25%	875,305	30%
Total Expenses	2,259,682		1,604,369		1,920,805		1,745,082		2,670,855	
EBITDA	358,690	14%	802,034	33%	560,038	23%	585,442	25%	229,223	8%

FINANCIAL PERFORMANCE REPRESENTATION WORKSHEET - 2025 (unaudited)

	476		477		478		479		480	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	1,542,247		1,735,991		2,168,314		2,098,550		2,838,905	
Payroll	712,930	46%	669,418	39%	771,392	36%	855,247	41%	1,143,136	40%
Occupancy	239,415	16%	319,911	18%	230,521	11%	219,634	10%	386,508	14%
Misc Items	468,052	30%	743,519	43%	454,599	21%	468,426	22%	801,826	28%
Total Expenses	1,420,397		1,732,848		1,456,512		1,543,307		2,331,470	
EBITDA	121,850	8%	3,143	0%	711,802	33%	555,243	26%	507,435	18%

	481		482		483		484		485	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	1,699,875		1,686,015		2,106,624		2,898,557		2,662,853	
Payroll	588,617	35%	613,963	36%	794,907	38%	1,026,134	35%	968,660	36%
Occupancy	247,666	15%	341,800	20%	165,281	8%	317,631	11%	270,996	10%
Misc Items	499,693	29%	557,843	33%	459,289	22%	778,859	27%	788,094	30%
Total Expenses	1,335,976		1,513,606		1,419,477		2,122,624		2,027,750	
EBITDA	363,899	21%	172,410	10%	687,147	33%	775,933	27%	635,103	24%

	486		487		488		489		490	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,516,064		1,553,387		4,936,088		1,685,333		1,985,569	
Payroll	1,004,956	40%	678,254	44%	1,901,875	39%	692,123	41%	845,816	43%
Occupancy	252,837	10%	168,708	11%	362,220	7%	301,680	18%	214,069	11%
Misc Items	652,911	26%	409,361	26%	998,830	20%	533,534	32%	539,928	27%
Total Expenses	1,910,704		1,256,323		3,262,925		1,527,337		1,599,813	
EBITDA	605,360	24%	297,064	19%	1,673,163	34%	157,996	9%	385,756	19%

	491		492		493		494		495	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	3,287,578		2,924,641		2,999,566		3,392,012		2,147,445	
Payroll	1,332,723	41%	1,262,549	43%	883,166	29%	881,370	26%	817,764	38%
Occupancy	352,412	11%	354,036	12%	233,892	8%	294,348	9%	249,852	12%
Misc Items	935,577	28%	688,177	24%	800,327	27%	544,513	16%	632,651	29%
Total Expenses	2,620,712		2,304,762		1,917,385		1,720,231		1,700,267	
EBITDA	666,866	20%	619,879	21%	1,082,181	36%	1,671,781	49%	447,178	21%

FINANCIAL PERFORMANCE REPRESENTATION WORKSHEET - 2025 (unaudited)

	496		497		498		499		500	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	3,182,817		2,883,074		1,723,069		5,349,496		1,842,113	
Payroll	966,008	30%	1,184,623	41%	638,244	37%	1,775,860	33%	659,644	36%
Occupancy	226,804	7%	333,860	12%	264,400	15%	1,056,000	20%	227,527	12%
Misc Items	784,104	25%	647,859	22%	499,941	29%	864,482	16%	480,940	26%
Total Expenses	1,976,916		2,166,342		1,402,585		3,696,342		1,368,111	
EBITDA	1,205,901	38%	716,732	25%	320,484	19%	1,653,154	31%	474,002	26%

	501		502		503		504		505	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,025,715		1,859,843		2,920,537		2,688,497		3,168,865	
Payroll	757,539	37%	643,614	35%	1,305,599	45%	1,160,913	43%	1,144,483	36%
Occupancy	162,000	8%	141,875	8%	130,888	4%	234,601	9%	591,931	19%
Misc Items	415,530	21%	548,569	29%	821,274	28%	764,081	28%	945,565	30%
Total Expenses	1,335,069		1,334,058		2,257,761		2,159,595		2,681,979	
EBITDA	690,646	34%	525,785	28%	662,776	23%	528,902	20%	486,886	15%

	506		507		508		509		510	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	4,888,070		1,929,071		1,615,162		4,001,083		1,659,248	
Payroll	1,764,584	36%	732,844	38%	703,571	44%	1,549,772	39%	617,708	37%
Occupancy	429,851	9%	208,152	11%	276,472	17%	417,759	10%	377,423	23%
Misc Items	979,289	20%	476,656	25%	421,353	26%	1,129,630	28%	526,051	32%
Total Expenses	3,173,724		1,417,652		1,401,396		3,097,161		1,521,182	
EBITDA	1,714,346	35%	511,419	27%	213,766	13%	903,922	23%	138,066	8%

	511		512		513		514		515	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,542,340		2,599,176		2,168,893		4,481,960		1,454,260	
Payroll	1,085,812	43%	886,085	34%	851,735	39%	1,858,052	41%	679,475	47%
Occupancy	284,451	11%	160,539	6%	230,956	11%	564,507	13%	256,224	18%
Misc Items	534,927	21%	860,877	33%	644,092	30%	1,275,403	28%	379,204	26%
Total Expenses	1,905,190		1,907,501		1,726,783		3,697,962		1,314,903	
EBITDA	637,150	25%	691,675	27%	442,110	20%	783,998	17%	139,357	10%

FINANCIAL PERFORMANCE REPRESENTATION WORKSHEET - 2025 (unaudited)

	516 Dollars	516 %	517 Dollars	517 %	518 Dollars	518 %	519 Dollars	519 %	520 Dollars	520 %
Gross Revenue	2,306,122		1,774,307		830,825		1,805,973		1,538,885	
Payroll	876,076	38%	630,008	36%	368,500	44%	684,276	38%	513,407	33%
Occupancy	309,637	13%	328,992	19%	369,900	45%	209,882	12%	124,652	8%
Misc Items	617,684	27%	441,466	25%	367,053	44%	404,903	22%	509,990	33%
Total Expenses	1,803,397		1,400,466		1,105,453		1,299,061		1,148,049	
EBITDA	502,725	22%	373,841	21%	(274,628)	-33%	506,912	28%	390,836	25%

	521 Dollars	521 %	522 Dollars	522 %	523 Dollars	523 %	524 Dollars	524 %	525 Dollars	525 %
Gross Revenue	1,976,977		2,674,711		2,330,736		2,526,902		1,829,281	
Payroll	976,825	49%	966,971	36%	979,034	42%	692,425	27%	890,850	49%
Occupancy	354,143	18%	273,804	10%	219,780	9%	300,000	12%	258,036	14%
Misc Items	610,559	31%	704,998	26%	598,585	26%	889,425	35%	466,807	26%
Total Expenses	1,941,527		1,945,773		1,797,399		1,881,850		1,615,693	
EBITDA	35,450	2%	728,938	27%	533,337	23%	645,052	26%	213,588	12%

	526 Dollars	526 %	527 Dollars	527 %	528 Dollars	528 %	529 Dollars	529 %	530 Dollars	530 %
Gross Revenue	1,553,559		2,020,597		2,143,846		3,185,560		3,502,896	
Payroll	703,686	45%	955,613	47%	799,521	37%	1,258,501	40%	1,383,768	40%
Occupancy	234,000	15%	283,253	14%	184,587	9%	336,402	11%	428,858	12%
Misc Items	447,803	29%	534,331	26%	577,805	27%	915,677	29%	761,339	22%
Total Expenses	1,385,489		1,773,197		1,561,913		2,510,580		2,573,965	
EBITDA	168,070	11%	247,400	12%	581,933	27%	674,980	21%	928,931	27%

	531 Dollars	531 %	532 Dollars	532 %	533 Dollars	533 %	534 Dollars	534 %	535 Dollars	535 %
Gross Revenue	1,863,361		2,229,846		2,676,252		4,014,979		3,062,654	
Payroll	569,730	31%	896,518	40%	1,087,821	41%	1,267,624	32%	893,294	29%
Occupancy	210,586	11%	217,832	10%	202,460	8%	261,902	7%	227,564	7%
Misc Items	674,184	36%	560,317	25%	706,775	26%	750,518	19%	673,322	22%
Total Expenses	1,454,500		1,674,667		1,997,056		2,280,044		1,794,180	
EBITDA	408,861	22%	555,179	25%	679,196	25%	1,734,935	43%	1,268,474	41%

FINANCIAL PERFORMANCE REPRESENTATION WORKSHEET - 2025 (unaudited)

	536		537		538		539		540	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,287,978		4,546,909		3,188,642		1,915,959		1,673,026	
Payroll	946,646	41%	1,463,847	32%	1,303,185	41%	762,468	40%	783,814	47%
Occupancy	334,393	15%	396,000	9%	513,874	16%	250,282	13%	152,300	9%
Misc Items	621,523	27%	880,807	19%	829,232	26%	466,312	24%	620,383	37%
Total Expenses	1,902,562		2,740,654		2,646,291		1,479,062		1,556,497	
EBITDA	385,416	17%	1,806,255	40%	542,351	17%	436,897	23%	116,529	7%

	541		542		543		544		545	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	5,543,560		2,913,730		3,003,289		3,009,110		1,532,287	
Payroll	2,231,285	40%	1,132,838	39%	1,340,244	45%	1,392,908	46%	662,921	43%
Occupancy	734,528	13%	254,439	9%	258,264	9%	353,516	12%	334,012	22%
Misc Items	1,292,422	23%	754,840	26%	739,495	25%	876,129	29%	389,734	25%
Total Expenses	4,258,235		2,142,117		2,338,003		2,622,553		1,386,667	
EBITDA	1,285,325	23%	771,613	26%	665,286	22%	386,557	13%	145,620	10%

	546		547		548		549		550	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	1,916,465		1,335,601		2,175,170		2,212,755		1,599,176	
Payroll	785,795	41%	480,020	36%	703,309	32%	907,110	41%	850,473	53%
Occupancy	367,360	19%	357,456	27%	153,348	7%	346,245	16%	332,544	21%
Misc Items	661,610	35%	418,338	31%	581,961	27%	455,141	21%	500,828	31%
Total Expenses	1,814,765		1,255,814		1,438,618		1,708,496		1,683,845	
EBITDA	101,700	5%	79,787	6%	736,552	34%	504,259	23%	(84,669)	-5%

	551		552		553		554		555	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	1,243,150		1,787,324		2,792,566		2,384,664		2,766,627	
Payroll	452,125	36%	897,460	50%	1,135,193	41%	971,548	41%	1,078,484	39%
Occupancy	205,649	17%	371,676	21%	364,518	13%	253,795	11%	106,572	4%
Misc Items	405,605	33%	523,289	29%	755,364	27%	528,861	22%	623,926	23%
Total Expenses	1,063,379		1,792,425		2,255,075		1,754,204		1,808,982	
EBITDA	179,771	14%	(5,101)	0%	537,491	19%	630,460	26%	957,645	35%

FINANCIAL PERFORMANCE REPRESENTATION WORKSHEET - 2025 (unaudited)

	556		557		558		559		560	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	1,593,556		1,736,797		1,921,867		4,223,706		2,364,789	
Payroll	789,891	50%	655,033	38%	687,582	36%	1,643,079	39%	929,836	39%
Occupancy	279,500	18%	148,814	9%	154,956	8%	623,800	15%	129,888	5%
Misc Items	499,764	31%	686,988	40%	516,666	27%	695,619	16%	645,346	27%
Total Expenses	1,569,155		1,490,835		1,359,204		2,962,498		1,705,070	
EBITDA	24,401	2%	245,962	14%	562,663	29%	1,261,208	30%	659,719	28%

	561		562		563		564		565	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,677,546		2,186,723		2,602,328		2,644,127		2,686,682	
Payroll	914,303	34%	732,053	33%	939,630	36%	1,063,649	40%	873,745	33%
Occupancy	518,761	19%	372,376	17%	345,834	13%	345,085	13%	309,908	12%
Misc Items	723,038	27%	657,261	30%	880,809	34%	844,352	32%	521,090	19%
Total Expenses	2,156,102		1,761,690		2,166,273		2,253,086		1,704,743	
EBITDA	521,444	19%	425,033	19%	436,055	17%	391,041	15%	981,939	37%

	566		567		568		569		570	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	1,658,291		1,976,397		1,677,846		2,346,922		2,504,958	
Payroll	582,322	35%	858,633	43%	727,517	43%	803,869	34%	1,091,070	44%
Occupancy	269,281	16%	199,366	10%	408,357	24%	330,000	14%	354,467	14%
Misc Items	448,280	27%	561,395	28%	402,112	24%	780,293	33%	642,050	26%
Total Expenses	1,299,883		1,619,394		1,537,986		1,914,162		2,087,587	
EBITDA	358,408	22%	357,003	18%	139,860	8%	432,760	18%	417,371	17%

	571		572		573		574		575	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	3,723,039		2,463,511		1,938,546		2,642,864		1,528,575	
Payroll	1,581,474	42%	1,058,179	43%	732,975	38%	1,133,140	43%	534,348	35%
Occupancy	486,650	13%	437,304	18%	384,875	20%	425,046	16%	179,875	12%
Misc Items	1,030,765	28%	732,949	30%	511,358	26%	645,009	24%	413,772	27%
Total Expenses	3,098,889		2,228,432		1,629,208		2,203,195		1,127,995	
EBITDA	624,150	17%	235,079	10%	309,338	16%	439,669	17%	400,580	26%

FINANCIAL PERFORMANCE REPRESENTATION WORKSHEET - 2025 (unaudited)

	576		577		578		579		580	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,533,956		2,175,413		3,281,330		3,414,324		1,484,521	
Payroll	926,574	37%	1,001,442	46%	1,196,694	36%	1,390,585	41%	633,940	43%
Occupancy	381,123	15%	209,321	10%	227,496	7%	572,500	17%	193,460	13%
Misc Items	574,036	23%	619,502	28%	684,329	21%	663,884	19%	406,628	27%
Total Expenses	1,881,733		1,830,265		2,108,519		2,626,969		1,234,028	
EBITDA	652,223	26%	345,148	16%	1,172,811	36%	787,355	23%	250,493	17%

	581		582		583		584		585	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,264,363		2,787,277		1,652,240		3,617,620		2,136,687	
Payroll	994,469	44%	866,378	31%	604,899	37%	965,641	27%	834,004	39%
Occupancy	235,500	10%	434,894	16%	472,740	29%	256,997	7%	226,152	11%
Misc Items	598,847	26%	593,347	21%	399,346	24%	640,228	18%	556,407	26%
Total Expenses	1,828,816		1,894,619		1,476,985		1,862,866		1,616,563	
EBITDA	435,547	19%	892,658	32%	175,255	11%	1,754,754	49%	520,124	24%

	586		587		588		589		590	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	3,518,456		4,217,417		3,224,539		3,379,450		3,592,954	
Payroll	1,726,983	49%	1,410,830	33%	1,533,286	48%	1,227,510	36%	1,505,521	42%
Occupancy	322,284	9%	435,413	10%	348,305	11%	220,707	7%	361,988	10%
Misc Items	765,342	22%	755,971	18%	770,944	24%	751,738	22%	1,003,416	28%
Total Expenses	2,814,609		2,602,214		2,652,535		2,199,955		2,870,925	
EBITDA	703,847	20%	1,615,203	38%	572,004	18%	1,179,495	35%	722,029	20%

	591		592		593		594		595	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	1,231,137		2,937,390		2,204,852		2,056,192		4,878,460	
Payroll	626,068	51%	1,145,327	39%	782,046	35%	627,153	31%	1,468,061	30%
Occupancy	230,556	19%	361,789	12%	313,596	14%	300,417	15%	960,000	20%
Misc Items	486,512	40%	743,452	25%	658,616	30%	619,383	30%	1,044,401	21%
Total Expenses	1,343,136		2,250,568		1,754,258		1,546,953		3,472,462	
EBITDA	(111,999)	-9%	686,822	23%	450,594	20%	509,239	25%	1,405,998	29%

FINANCIAL PERFORMANCE REPRESENTATION WORKSHEET - 2025 (unaudited)

	596		597		598		599		600	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	3,582,236		3,804,519		2,243,765		1,252,143		3,186,119	
Payroll	1,245,686	35%	1,537,950	40%	836,897	37%	535,659	43%	1,072,816	34%
Occupancy	371,004	10%	264,337	7%	198,000	9%	229,865	18%	408,326	13%
Misc Items	737,723	21%	688,075	18%	558,381	25%	414,461	33%	624,133	20%
Total Expenses	2,354,413		2,490,362		1,593,278		1,179,985		2,105,275	
EBITDA	1,227,823	34%	1,314,157	35%	650,487	29%	72,158	6%	1,080,844	34%

	601		602		603		604		605	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	1,987,181		1,994,051		2,961,563		5,744,081		2,636,675	
Payroll	968,261	49%	1,054,877	53%	1,217,058	41%	1,946,082	34%	907,686	34%
Occupancy	235,056	12%	311,779	16%	363,577	12%	496,842	9%	536,000	20%
Misc Items	483,193	24%	554,148	28%	1,036,559	35%	1,231,221	21%	630,410	24%
Total Expenses	1,686,510		1,920,804		2,617,194		3,674,145		2,074,096	
EBITDA	300,671	15%	73,247	4%	344,369	12%	2,069,936	36%	562,579	21%

	606		607		608		609		610	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	1,220,503		3,198,079		3,267,588		3,036,463		2,032,581	
Payroll	499,610	41%	1,271,938	40%	1,431,595	44%	1,079,263	36%	636,858	31%
Occupancy	214,337	18%	279,788	9%	456,967	14%	329,834	11%	192,330	9%
Misc Items	419,623	34%	701,638	22%	758,418	23%	847,587	28%	484,861	24%
Total Expenses	1,133,570		2,253,364		2,646,980		2,256,684		1,314,049	
EBITDA	86,933	7%	944,715	30%	620,608	19%	779,779	26%	718,532	35%

	611		612		613		614		615	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	5,202,656		2,442,397		1,748,695		1,534,831		1,379,503	
Payroll	1,713,577	33%	760,951	31%	762,512	44%	679,329	44%	613,589	44%
Occupancy	959,047	18%	256,500	11%	248,000	14%	217,356	14%	282,500	20%
Misc Items	1,254,929	24%	577,467	24%	530,068	30%	486,231	32%	392,302	28%
Total Expenses	3,927,553		1,594,918		1,540,580		1,382,916		1,288,391	
EBITDA	1,275,103	25%	847,479	35%	208,115	12%	151,915	10%	91,112	7%

FINANCIAL PERFORMANCE REPRESENTATION WORKSHEET - 2025 (unaudited)

	616		617		618		619		620	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,503,583		2,511,603		2,124,494		2,782,196		2,710,956	
Payroll	1,108,082	44%	893,075	36%	751,658	35%	1,145,086	41%	1,051,617	39%
Occupancy	414,707	17%	306,380	12%	183,214	9%	549,524	20%	364,342	13%
Misc Items	544,068	22%	581,807	23%	625,250	29%	676,126	24%	716,386	26%
Total Expenses	2,066,857		1,781,262		1,560,122		2,370,736		2,132,345	
EBITDA	436,726	17%	730,341	29%	564,372	27%	411,460	15%	578,611	21%

*2025 AVERAGE/MEDIAN - 620 Schools Open Over 18 Months**					# and % Meeting or Exceeding the Avg	
	Avg Dollars	*Rev*	Median Dollars	Median % of Rev	Dollars	% of Rev
Gross Revenue	*2,507,631*		2,329,913		270 of 620/ 43.5%	
Payroll	*968,761*	*40.1%*	921,350	40.6%	270 of 620/ 43.5%	303 of 620/ 48.9%
Occupancy	*329,645*	*13.6%*	309,479	13.6%	262 of 620/ 42.3%	255 of 620/ 41.1%
Misc Items	*662,671*	*27.4%*	625,695	27.6%	268 of 620/ 43.2%	280 of 620/ 45.2%
Total Expenses	*1,961,077*	*81.1%*	1,845,473	81.4%	264 of 620/ 42.6%	294 of 620/ 47.4%
EBITDA	*546,554*	*21.8%*	474,693	20.9%	259 of 620/ 41.8%	326 of 620/ 52.6%
EBITDAR	*876,198*	*34.9%*	773,944	34.1%	251 of 620/ 40.5%	307 of 620/ 49.5%

**Total mature school count = 628. 8 schools have been determined to have insufficient data for reporting purposes and have been excluded*

2025 Highest/Lowest Gross Revenue $6,594,330/$716,896

*2024 AVERAGE/MEDIAN - 596 Schools Open Over 18 Months**					# and % Meeting or Exceeding the Avg	
	Avg Dollars	*Avg % of Rev*	Median Dollars	Median % of Rev	Dollars	% of Rev
Gross Revenue	*2,417,129*		2,267,646		249 of 596/ 41.7%	
Payroll	*943,752*	*39.0%*	894,886	39.5%	250 of 596/ 41.9%	281 of 596/ 47.1%
Occupancy	*315,124*	*13.0%*	293,828	13.0%	250 of 596/ 41.9%	262 of 596/ 44.0%
Misc Items	*636,273*	*26.3%*	602,727	26.6%	260 of 596/ 43.6%	278 of 596/ 46.6%
Total Expenses	*1,895,149*	*78.4%*	1,802,868	79.5%	250 of 596/ 41.9%	286 of 596/ 48.0%
EBITDA	*521,980*	*21.6%*	462,536	20.4%	249 of 596/ 41.8%	310 of 596/ 52.0%
EBITDAR	*837,104*	*34.6%*	765,228	33.7%	234 of 596/ 39.3%	304 of 596/ 51.0%

**Total mature school count = 602. 6 schools have been determined to have insufficient data for reporting purposes and have been excluded*

2024 Highest/Lowest Gross Revenue $6,411,013/$574,494

FINANCIAL PERFORMANCE REPRESENTATION WORKSHEET - 2025 (unaudited)

2023 AVERAGE/MEDIAN - 589 Schools Open Over 18 Months	Avg Dollars	Avg % of Rev	Median Dollars	Median % of Rev	# and % Meeting or Exceeding the Avg: Dollars	% of Rev
Gross Revenue	2,282,039		2,131,739		244 of 589/ 41.5%	
Payroll	887,051	38.9%	824,144	38.7%	245 of 589/ 41.7%	283 of 589/ 48.1%
Occupancy	298,423	13.1%	273,181	12.8%	247 of 589/ 42.0%	240 of 589/ 40.8%
Misc Items	598,550	26.2%	566,320	26.6%	257 of 589/ 43.7%	263 of 589/ 44.7%
Total Expenses	1,784,024	78.2%	1,672,923	78.5%	238 of 589/ 40.5%	274 of 589/ 46.6%
EBITDA	498,015	21.8%	435,699	20.4%	252 of 589/ 42.9%	315 of 589/ 53.6%
EBITDAR	796,438	34.9%	711,584	33.4%	242 of 589/ 41.2%	298 of 589/ 50.7%

2023 Highest/Lowest Gross Revenue *$6,408,844/$369,395*

2022 AVERAGE/MEDIAN - 563 Schools Open Over 18 Months	Avg Dollars	Avg % of Rev	Median Dollars	Median % of Rev	# and % Meeting or Exceeding the Avg: Dollars	% of Rev
Gross Revenue	2,095,670		1,955,971		235 of 563/ 41.7%	
Payroll	791,608	37.8%	741,475	37.9%	239 of 563/ 42.5%	307 of 563/ 54.5%
Occupancy	284,025	13.6%	265,219	13.6%	244 of 563/ 43.3%	264 of 563/ 46.9%
Misc Items	554,982	26.5%	522,989	26.7%	224 of 563/ 39.8%	284 of 563/ 50.4%
Total Expenses	1,630,615	77.8%	1,527,332	78.1%	235 of 563/ 41.7%	310 of 563/ 55.1%
EBITDA	465,055	22.2%	401,075	20.5%	236 of 563/ 41.9%	252 of 563/ 44.8%
EBITDAR	749,081	35.7%	663,263	33.9%	229 of 563/ 40.7%	250 of 563/ 44.4%

2022 Highest/Lowest Gross Revenue *$6,440,975/$452,285*

2021 AVERAGE/MEDIAN - 532 Schools Open Over 18 Months	Avg Dollars	Avg % of Rev	Median Dollars	Median % of Rev	# and % Meeting or Exceeding the Avg: Dollars	% of Rev
Gross Revenue	1,798,771		1,669,054		229 of 532/ 43.0%	
Payroll	680,493	37.8%	631,246	37.8%	220 of 532/ 41.4%	286 of 532/ 53.7%
Occupancy	267,854	14.9%	248,282	14.9%	213 of 532/ 40.0%	256 of 532/ 48.1%
Misc Items	476,582	26.5%	450,001	27.0%	223 of 532/ 41.9%	279 of 532/ 52.4%
Total Expenses	1,424,929	79.2%	1,323,983	79.3%	211 of 532/ 39.7%	303 of 532/ 56.9%
EBITDA	373,842	20.8%	321,938	19.3%	228 of 532/ 42.9%	229 of 532/ 43.0%
EBITDAR	641,696	35.7%	574,500	34.4%	225 of 532/ 42.3%	241 of 532/ 45.3%

FINANCIAL PERFORMANCE REPRESENTATION WORKSHEET - 2025 (unaudited)

2021 Highest/Lowest Gross Revenue *$6,257,269/$213,171*

2020 AVERAGE/MEDIAN - 504 Schools Open Over 18 Months	*Avg Dollars*	*Avg % of Rev*	Median Dollars	Median % of Rev	# and % Meeting or Exceeding the Avg Dollars	% of Rev
Gross Revenue	*1,336,520*		1,291,314		232 of 504/ 46.0%	
Payroll	*579,551*	*216.4%*	540,474	217.7%	212 of 504/ 42.1%	264 of 504/ 52.4%
Occupancy	*236,803*	*88.4%*	220,190	88.7%	213 of 504/ 42.3%	266 of 504/ 52.8%
Misc Items	*389,825*	*145.5%*	370,903	149.4%	225 of 504/ 44.6%	259 of 504/ 51.4%
Total Expenses	*1,206,179*	*450.3%*	1,133,651	456.6%	207 of 504/ 41.1%	274 of 504/ 54.4%
EBITDA	*130,341*	*48.7%*	97,736	39.4%	229 of 504/ 45.4%	230 of 504/ 45.6%
EBITDAR	*367,144*	*27.5%*	331,669	133.6%	257 of 504/ 51.0%	228 of 504/ 45.2%

2020 Highest/Lowest Gross Revenue *$5,052,878/$207,178*

FINANCIAL PERFORMANCE REPRESENTATION WORKSHEET - 2025 (unaudited)
New Franchise Schools (open 18 months or less)

	1		2		3		4		5		6	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	1,044,127		1,444,789		2,099,640		2,020,609		1,293,044		1,491,757	
Payroll	665,509	64%	747,935	52%	732,285	35%	789,097	39%	489,909	38%	590,730	40%
Occupancy	146,924	14%	427,867	30%	208,310	10%	502,200	25%	161,785	13%	670,308	45%
Misc Items	346,699	33%	254,550	18%	429,083	20%	594,896	29%	322,378	25%	485,678	33%
Total Expenses	1,159,132		1,430,352		1,369,678		1,886,193		974,072		1,746,716	
EBITDA	(115,005)	-11%	14,437	1%	729,962	35%	134,416	7%	318,972	25%	(254,959)	-17%
QTR Open	Q1 2025		Q4 2024		Q3 2024		Q4 2024		Q1 2025		Q3 2024	

	7		8		9		10		11		12	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	182,976		3,441,795		2,377,335		496,449		2,184,551		333,767	
Payroll	91,572	50%	1,219,085	35%	991,244	42%	238,542	48%	861,707	39%	142,026	43%
Occupancy	90,900	50%	655,800	19%	170,261	7%	31,180	6%	471,150	22%	97,092	29%
Misc Items	67,172	37%	896,078	26%	522,826	22%	157,914	32%	548,173	25%	57,950	17%
Total Expenses	249,644		2,770,963		1,684,331		427,636		1,881,030		297,068	
EBITDA	(66,668)	-36%	670,832	19%	693,004	29%	68,813	14%	303,521	14%	36,699	11%
QTR Open	Q3 2025		Q3 2024		Q3 2024		Q3 2025		Q4 2024		Q3 2025	

	13		14		15		16		17		18	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	2,513,241		3,721,793		797,047		147,154		65,144		103,925	
Payroll	1,177,811	47%	1,450,457	39%	596,265	75%	121,379	82%	30,752	47%	73,330	71%
Occupancy	321,400	13%	420,000	11%	354,517	44%	101,578	69%	12,375	19%	126,000	121%
Misc Items	400,936	16%	832,725	22%	309,398	39%	43,363	29%	27,365	42%	50,735	49%
Total Expenses	1,900,147		2,703,182		1,260,180		266,320		70,492		250,065	
EBITDA	613,094	24%	1,018,611	27%	(463,133)	-58%	(119,166)	-81%	(5,348)	-8%	(146,140)	-141%
QTR Open	Q1 2025		Q2 2024		Q1 2025		Q4 2025		Q4 2025		Q3 2025	

	13 Dollars	%	14 Dollars	%	15 Dollars	%	16 Dollars	%	17 Dollars	%	18 Dollars	%
Gross Revenue	2,513,241		3,721,793		797,047		147,154		65,144		103,925	
Occupancy												
Payroll	1,177,811	47%	1,450,457	39%	596,265	75%	121,379	82%	30,752	47%	73,330	71%
Occupancy	321,400	13%	420,000	11%	354,517	44%	101,578	69%	12,375	19%	126,000	121%
Misc Items	400,936	16%	832,725	22%	309,398	39%	43,363	29%	27,365	42%	50,735	49%
Total Expenses	1,900,147		2,703,182		1,260,180		266,320		70,492		250,065	
EBITDA	613,094	24%	1,018,611	27%	(463,133)	-58%	(119,166)	-81%	(5,348)	-8%	(146,140)	-141%
QTR Open	Q1 2025		Q2 2024		Q1 2025		Q4 2025		Q4 2025		Q3 2025	

	25 Dollars	%	26 Dollars	%	27 Dollars	%	28 Dollars	%	29 Dollars	%	30 Dollars	%
Gross Revenue	672,019		2,025,359		94,171		2,853,997		1,279,769		1,326,679	
Payroll	314,044	47%	1,250,158	62%	71,167	76%	884,637	31%	614,627	48%	403,199	30%
Occupancy	546,550	81%	680,000	34%	93,256	99%	328,941	12%	145,943	11%	280,000	21%
Misc Items	341,582	51%	590,781	29%	51,245	54%	593,355	21%	307,676	24%	283,080	21%
Total Expenses	1,202,176		2,520,939		215,668		1,806,933		1,068,246		966,279	
EBITDA	(530,157)	-79%	(495,580)	-24%	(121,497)	-129%	1,047,064	37%	211,523	17%	360,400	27%
QTR Open	Q1 2025		Q4 2024		Q4 2025		Q4 2024		Q1 2025		Q3 2025	

	31		32		33		34		35		36	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Gross Revenue	134,417		234,542		141,375		195,753		2,610,108		20,620	
Payroll	73,190	54%	138,716	59%	73,574	52%	101,420	52%	813,869	31%	25,044	121%
Occupancy	33,112	25%	96,331	41%	107,922	76%	7,157	4%	423,333	16%	14,228	69%
Misc Items	41,080	31%	146,879	63%	58,327	41%	57,969	30%	625,013	24%	28,606	139%
Total Expenses	147,382		381,926		239,823		166,546		1,862,215		67,878	
EBITDA	(12,965)	-10%	(147,384)	-63%	(98,448)	-70%	29,207	15%	747,893	29%	(47,258)	-229%
QTR Open	Q4 2025		Q3 2025		Q3 2025		Q4 2025		Q2 2024		Q4 2025	

	37	
	Dollars	%
Gross Revenue	1,941,183	
Payroll	952,876	49%
Occupancy	369,523	19%
Misc Items	514,366	26%
Total Expenses	1,836,765	
EBITDA	104,418	5%
QTR Open	Q4 2024	

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

Written substantiation of the data used in preparing each Statement will be made available to you upon reasonable request.

* * * * * * *

Other than the preceding financial performance representation, we do not make any financial performance representations. We also 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 Darin Harris, President and CEO, Goddard Franchisor LLC, 1016 West Ninth Avenue, King of Prussia, PA 19406-3107, telephone number (484) 801-4000, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20

OUTLETS AND FRANCHISEE INFORMATION

As noted in Item 1, Goddard Manager was the franchisor of the Goddard franchise system prior to the closing of the Securitization Transaction in August 2022.

TABLE NO. 1

Systemwide Outlet Summary
For years 2023 to 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	598	627	+29
	2024	627	642	+15
	2025	642	665	+23
Company-Owned	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Total Outlets	**2023**	**598**	**627**	**+29**
	2024	**627**	**642**	**+15**
	2025	**642**	**665**	**+23**

TABLE NO. 2

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2023 to 2025

State	Year	Number of Transfers
Arizona	2023	0
	2024	2
	2025	1
Colorado	2023	0
	2024	1
	2025	2
Delaware	2023	0
	2024	0
	2025	1
Florida	2023	0
	2024	0
	2025	1
Georgia	2023	2
	2024	1
	2025	0
Illinois	2023	2
	2024	1
	2025	1
Indiana	2023	0
	2024	0
	2025	0
Kansas	2023	1
	2024	1
	2025	0
Maryland	2023	0
	2024	0
	2025	5
Massachusetts	2023	1
	2024	0
	2025	0
Michigan	2023	1
	2024	0
	2025	1
Missouri	2023	1
	2024	0
	2025	0
New Jersey	2023	4
	2024	3
	2025	7

State	Year	Number of Transfers
New York	2023	1
	2024	0
	2025	0
North Carolina	2023	1
	2024	0
	2025	1
Ohio	2023	2
	2024	2
	2025	1
Pennsylvania	2023	1
	2024	5
	2025	0
South Carolina	2023	0
	2024	1
	2025	0
Tennessee	2023	0
	2024	0
	2025	0
Texas	2023	1
	2024	2
	2025	3
Virginia	2023	0
	2024	0
	2025	1
Washington	2023	2
	2024	0
	2025	1
Totals	**2023**	**20**
	2024	**19**
	2025	**26**

TABLE NO. 3

Status of Franchised Outlets
For years 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Arizona	2023	8	0	0	0	0	0	8
	2024	8	0	0	0	0	0	8
	2025	8	1	0	0	0	0	9
Arkansas	2023	5	3	0	0	0	0	8
	2024	8	1	0	0	0	0	9
	2025	9	0	0	0	0	0	9

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
California	2023	10	2	0	0	0	0	12
	2024	12	1	0	0	0	0	13
	2025	13	0	0	0	0	0	13
Colorado	2023	25	1	0	0	0	0	26
	2024	26	0	0	0	0	0	26
	2025	26	0	0	0	0	0	26
Connecticut	2023	11	2	0	0	0	0	13
	2024	13	0	0	0	0	0	13
	2025	13	3	0	0	0	0	16
Delaware	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Florida	2023	22	0	0	0	0	0	22
	2024	22	2	0	0	0	0	24
	2025	24	0	0	0	0	0	24
Georgia	2023	33	0	0	0	0	0	33
	2024	33	0	0	0	0	0	33
	2025	33	0	0	0	0	0	33
Idaho	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Illinois	2023	31	0	0	0	0	0	31
	2024	31	0	0	0	0	0	31
	2025	31	0	0	0	0	0	31
Indiana	2023	16	0	0	0	0	0	16
	2024	16	0	0	0	0	0	16
	2025	16	0	0	0	0	0	16
Iowa	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Kansas	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	0	0	0	0	0	5
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
Maryland	2023	34	1	0	0	0	0	35
	2024	35	2	0	0	0	0	37
	2025	37	0	0	0	0	0	37
Massachusetts	2023	17	3	0	0	0	0	20
	2024	20	2	0	0	0	0	22
	2025	22	1	0	0	0	0	23
Michigan	2023	10	2	0	0	0	0	12
	2024	12	1	0	0	0	0	13
	2025	13	0	0	0	0	0	13
Minnesota	2023	10	1	0	0	0	0	11
	2024	11	0	0	0	0	0	11
	2025	11	2	0	0	0	0	13

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Missouri	2023	14	0	0	0	0	0	14
	2024	14	0	0	0	0	0	14
	2025	14	0	0	0	0	0	14
Nebraska	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Nevada	2023	6	0	0	0	0	0	6
	2024	6	1	0	0	0	0	7
	2025	7	0	0	0	0	0	7
New Hampshire	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
New Jersey	2023	65	2	0	0	0	0	67
	2024	67	1	0	0	0	2	66
	2025	66	0	0	0	0	0	66
New York	2023	9	1	0	0	0	0	10
	2024	10	0	0	0	0	0	10
	2025	10	0	0	0	0	0	10
North Carolina	2023	25	0	0	0	0	0	25
	2024	25	0	0	0	0	0	25
	2025	25	0	0	0	0	0	25
North Dakota	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Ohio	2023	47	1	0	0	0	0	48
	2024	48	0	0	0	0	0	48
	2025	48	1	0	0	0	0	49
Oklahoma	2023	4	1	0	0	0	0	5
	2024	5	0	0	1	0	0	4
	2025	4	1	0	0	0	0	5
Oregon	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Pennsylvania	2023	52	2	0	0	0	0	54
	2024	54	0	0	0	0	0	54
	2025	54	3	0	0	0	0	57
Rhode Island	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
South Carolina	2023	7	1	0	0	0	0	8
	2024	8	1	0	0	0	0	9
	2025	9	2	0	0	0	0	11
Tennessee	2023	11	0	0	0	0	0	11
	2024	11	1	0	0	0	0	12
	2025	12	2	0	0	0	0	14
Texas	2023	58	4	0	0	0	0	62
	2024	62	2	0	0	0	0	64
	2025	64	5	0	0	0	1	68

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Virginia	2023	29	2	0	1	0	0	30
	2024	30	1	0	0	0	0	31
	2025	31	0	0	0	0	0	31
Washington	2023	13	1	0	0	0	0	14
	2024	14	1	0	0	0	0	15
	2025	15	2	0	0	0	0	17
Washington DC	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Wisconsin	2023	4	0	0	0	0	0	4
	2024	4	1	0	0	0	0	5
	2025	5	1	0	0	0	0	6
Totals	2023	598	30	0	1	0	0	627
	2024	627	18	0	1	0	2	642
	2025	642	24	0	0	0	1	665

TABLE NO. 4
Status of Company-Owned Outlets
For years 2023-2025

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Non-Renewals	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
All States	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Totals	**2023**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2024	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2025	**0**	**0**	**0**	**0**	**0**	**0**	**0**

TABLE NO. 5
Projected Openings as of December 31, 2025

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company Owned Outlets in the Next Fiscal Year
Arizona	1	1	0
California	2	2	0
Connecticut	2	1	0
Florida	8	6	0
Georgia	2	3	0
Idaho	0	1	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company Owned Outlets in the Next Fiscal Year
Illinois	1	1	0
Indiana	2	0	0
Kentucky	0	1	0
Maryland	2	1	0
Minnesota	1	2	0
New Jersey	3	3	0
New York	4	3	0
North Carolina	5	3	0
Ohio	1	1	0
Oklahoma	3	3	0
Oregon	0	1	0
Pennsylvania	3	3	0
South Carolina	1	0	0
Tennessee	1	0	0
Texas	3	2	0
Utah	1	1	0
Virginia	2	2	0
Washington	3	2	0
Totals	51	43	0

* This listing does not include applicants who have only signed a Preliminary Agreement and who are not franchisees. As of December 31, 2025, applicants had signed Preliminary Agreements to develop 304 Schools in the following states: Alabama – 5; Arkansas – 1; Arizona – 4; California – 35; Colorado – 5; Connecticut – 5; Delaware – 3; District of Columbia – 5; Florida – 30; Georgia – 13; Iowa – 1; Idaho – 2; Illinois – 15; Indiana – 5; Kansas – 3; Kentucky – 4; Maryland – 12; Massachusetts – 14; Michigan – 1; Minnesota – 2; Missouri – 1; Nevada – 5; New Jersey – 9; New York – 15; North Carolina – 11; Ohio – 11; Oklahoma – 1; Oregon – 3; Pennsylvania – 15; South Carolina – 8; Tennessee – 4; Texas – 24; Utah – 2; Virginia – 9; and Washington – 21.

** Projected new franchised outlets in the next fiscal year refers to the estimated number of new outlets applicants or franchisees will develop under either Preliminary Agreements or Franchise Agreements (if a Preliminary Agreement had not already been signed regarding the outlet) entered into during the fiscal year.

Attached as **Exhibit B-1** is a list of all operational franchisees as of December 31, 2025, including the addresses and telephone numbers of their Schools. Also included in **Exhibit B-1** is a listing of franchisees who have signed a Franchise Agreement but are not yet operational. This listing of franchisees who are not yet operational does not include applicants who have only signed a Preliminary Agreement.

A list containing the name, city and state, and business telephone number (or if unknown, the last known telephone number) of former franchisees, representing every franchisee who has had a franchise terminated, canceled, not renewed or who has transferred a franchise or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during 2025 or who has not communicated with us or Goddard Manager within 10 weeks of the date of this disclosure document is attached as **Exhibit B-2**. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system. This listing of former franchisees does not include any applicants who had only signed a Preliminary Agreement and who were not franchisees, who terminated or canceled a Preliminary Agreement or who have not communicated with us or Goddard Manager within 10 weeks of the date of this disclosure document. During our most recently completed fiscal year, 20 applicants who had only signed a Preliminary Agreement, and who were not franchisees, terminated their Preliminary Agreements to develop Schools in the following states: Delaware (1), Florida (3), Illinois (1), Massachusetts (1), Maryland (2), Michigan (1), North Carolina (2), Nevada (1), New Jersey (2), New York (2), Ohio (1), Pennsylvania (1), Texas (1), Washington (1).

If the franchise offered by this disclosure document was previously owned by a franchisee but is now under our control, we will disclose the following additional information for the franchise for the last 5 fiscal years in a supplement to this disclosure document: (i) The name, city and state, current business telephone number, or if unknown, last known home telephone number of each previous franchisee; (ii) The time period when each previous franchisee controlled the franchise; (iii) The reason for each previous change of ownership; and (iv) The time period(s) when we retained control of the franchise.

Current and former franchisees have signed confidentiality clauses during the last 3 fiscal years. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with The Goddard School 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.

The following independent franchisee organization has asked to be included in this disclosure document: Great Schools Franchisee Owners Association (GSFOA), A Chapter of the American Association of Franchisees & Dealers, 276 Hazard Avenue, Suite 11, Enfield, CT 06082, telephone 619-209-3775, email GSFOA@aafdchapters.org.

Item 21

FINANCIAL STATEMENTS

Attached in **Exhibit A** is (i) our audited balance sheet as of December 31, 2025 and December 31, 2024; and (ii) our audited statement of income, members' equity and cash flow for the years ending December 31, 2025, December 31, 2024, and December 31, 2023.

As noted in Item 1, at the closing of the Securitization Transaction, Goddard Manager, the former franchisor of the Goddard School system and our predecessor (and our indirect parent company), entered into a management agreement with us under which Goddard Manager has agreed to provide support and services to applicants and franchisees. We have attached to this disclosure document in **Exhibit A** Goddard Manager's audited balance sheets as of December 31, 2025 and December 31, 2024 and its audited statements of income, shareholders equity and cash flows for the fiscal years ending December 31, 2025, December 31, 2024, and December 31, 2023. These financial statements are provided for information purposes only. Goddard Manager has not guaranteed our obligations under Preliminary Agreements, Franchise Agreements or other ancillary agreements, nor is it a party to any of these agreements.

Item 22

CONTRACTS

The following agreements are attached as exhibits to this disclosure document:

Exhibit C-1	Preliminary Agreement
Exhibit C-2	Franchise Agreement, including Draft Authorization and Personal Guaranty
Exhibit C-3	Development Agreement
Exhibit C-5	Amendment to Franchise Agreement (Modified Fee)
Exhibit C-6	Amendment to Franchise Agreement (Transfer)
Exhibit C-7	Amendment to Franchise Agreement (Annex)
Exhibit C-8	Amendment to Franchise Agreement (Designated On-Site Operator)
Exhibit C-9	Data Processing Addendum
Exhibit C-10	Franchise Agreement (Renewal)
Exhibit C-11	Rider to Lease and Collateral Assignment
Exhibit C-12	Option to Lease Agreement and Right of First Refusal
Exhibit C-13	Assignment and Assumption Agreement
Exhibit C-14	Disclosure Acknowledgement Statement
Exhibit C-15.1	Confidentiality Agreement (persons associated with franchisee)
Exhibit C.15.2	Confidentiality Agreement (possible purchaser – before training)
Exhibit C-16	Confidentiality and Noncompetition Agreement
Exhibit D-1	Letter of Intent
Exhibit D-2	Real Estate Purchase and Sale Agreement
Exhibit D-3	Assignment and Assumption of Real Estate Purchase and Sale Agreement
Exhibit D-4	Lease
Exhibit D-5	Project Management Agreement
Exhibit E-1	Termination of Preliminary Agreement and Mutual Release
Exhibit E-2	Termination of Franchise Agreement and Mutual Release
Exhibit F	Tables of Contents - Manuals
Exhibit G	State Agencies/Agents for Service of Process
Exhibit H	Receipt of Franchise-Related Documents
Exhibit I	State Specific Addenda and Riders
Exhibit J	State Effective Dates
Exhibit K	Receipts

Item 23

RECEIPTS

A detachable receipt in duplicate appears at the very end of this disclosure document. Please acknowledge receipt of this disclosure document by filling in the bottom portion of both copies of the Receipt where indicated with the appropriate information and forwarding one copy to us.

<u>EXHIBIT A</u>

FINANCIAL STATEMENTS

GODDARD FRANCHISOR LLC

AUDITED FINANCIAL STATEMENTS

For the Fiscal Years Ended December 31, 2025, 2024 and 2023

and

GODDARD SYSTEMS, LLC

AUDITED FINANCIAL STATEMENTS

For the Fiscal Years Ended December 31, 2025, 2024 and 2023

Goddard Franchisor LLC

Financial Report
December 31, 2025

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RSM US LLP

Independent Auditor's Report

Board of Directors
Goddard Franchisor LLC

Opinion
We have audited the financial statements of Goddard Franchisor LLC (the Company), which comprise the balance sheets as of December 31, 2025 and 2024, the related statements of operations, changes in member's equity and cash flows for the years ended December 31, 2025, 2024 and 2023 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 the Company as of December 31, 2025 and 2024, and the results of its operations and its cash flows for the years ended December 31, 2025, 2024 and 2023 in accordance with accounting principles generally accepted in the United States of America.

Basis for 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 that the financial statements are issued or 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.

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.

RSM US LLP

Blue Bell, Pennsylvania
April 27, 2026

Goddard Franchisor LLC

Balance Sheets
December 31, 2025 and 2024

	2025	2024
Assets		
Current assets:		
Cash and cash equivalents	**$ 500,000**	$ 500,000
Accounts receivable, net	**10,154,683**	9,522,255
Prepaid expenses	**48,486**	-
Total current assets	**10,703,169**	10,022,255
Other assets:		
Intangible assets, net	**566,949,966**	603,249,978
Goodwill, net	**270,054,831**	311,601,728
Total other assets	**837,004,797**	914,851,706
Total assets	**$ 847,707,966**	$ 924,873,961
Liabilities and Member's Equity		
Current liabilities:		
Accrued expense	**$ 128,542**	$ 93,320
Deposits on franchise contracts	**1,500,000**	840,000
Deferred revenue	**3,251,750**	2,567,450
Other current liabilities	**9,265**	-
Total current liabilities	**4,889,557**	3,500,770
Long-term liabilities:		
Deposits on franchise contracts	**8,050,000**	7,470,000
Deferred revenue	**17,193,800**	16,792,178
Total long-term liabilities	**25,243,800**	24,262,178
Member's equity	**817,574,609**	897,111,013
	$ 847,707,966	$ 924,873,961

See notes to financial statements.

Goddard Franchisor LLC

Statements of Operations
Years Ended December 31, 2025, 2024 and 2023

	Year Ended December 31, 2025	Year Ended December 31, 2024	Year Ended December 31, 2023
Revenues:			
Royalties	**$ 112,452,795**	$ 105,106,234	$ 96,207,680
Fees on initial franchise contracts	**3,569,333**	2,838,333	3,598,583
Transfer fees and other revenue	**5,733,342**	3,863,614	945,559
Total revenues	**121,755,470**	111,808,181	100,751,822
Operating expenses:			
Selling, general and administrative	**114,407**	16,214	14,402
Amortization of intangible assets and goodwill	**77,846,909**	77,712,358	77,981,462
Management fees	**18,610,643**	17,311,829	15,784,280
Other operating expenses, net	**391,700**	342,173	543,716
Total operating expenses	**96,963,659**	95,382,574	94,323,860
Net income	**$ 24,791,811**	$ 16,425 607	$ 6,427,962

See notes to financial statements.

Goddard Franchisor LLC

Statements of Changes in Member's Equity
Years Ended December 31, 2025, 2024 and 2023

Balance, January 1, 2023	$ 1,055,656,464
Net income	6,427,962
Capital contributions	469,429
Capital distributions	(87,116,230)
Balance, December 31, 2023	975,437,625
Net income	16,425,607
Capital contributions	343,826
Capital distributions	(95,096,045)
Balance, December 31, 2024	897,111,013
Net income	24,791,811
Capital contributions	403,770
Capital distributions	(104,731,985)
Balance, December 31, 2025	**$ 817,574,609**

See notes to financial statements.

Goddard Franchisor LLC

Statements of Cash Flows
Years Ended December 31, 2025, 2024 and 2023

	Year Ended December 31, 2025	Year Ended December 31, 2024	Year Ended December 31, 2023
Cash Flows from operating activities:			
Net income (loss)	**$ 24,791,811**	$ 16,425,607	$ 6,427,962
Adj to reconcile net loss to net cash provided by operating activities:			
Amortization of intangible assets	**36,300,012**	36,300,011	36,300,011
Amortization of goodwill	**41,546,897**	41,412,347	41,681,449
Provision for credit losses	**114,407**	16,214	(14,402)
Changes in operating assets and liabilities			
(Increase) decrease in:			
Accounts Receivable	**(746,835)**	(1,277,082)	(910,739)
Prepaid expenses and other	**(48,487)**	-	-
(Increase) decrease in:			
Accrued expenses	**35,222**	5,935	87,385
Deposits on franchise contracts	**1,240,000**	1,690,000	2,387,000
Deferred revenue	**1,085,922**	180,127	687,195
Other liabilities	**9,266**	(940)	940
Net cash provided by operating activities	**104,328,215**	94,752,219	86,646,801
Cash flows from financing activities			
Capital Contributions	**403,770**	343,826	469,429
Distributions	**(104,731,985)**	(95,096,045)	(87,116,230)
Net cash used in financing activities	**(104,328,215)**	(94,752,219)	(86,646,801)
Increase (decrease) in cash and cash equivalents	**-**	**-**	**-**
Cash and cash equivalents			
Beginning	**500,000**	500,000	500,000
Ending	**$ 500,000**	$ 500,000	$ 500,000

See notes to financial statements.

Note 1. Description of Business and Summary of Significant Accounting Policies

Description of business: Goddard Franchisor LLC (the Company), a special purpose Delaware limited liability company was organized and amended on July 7, 2022. The Company is a wholly owned subsidiary of the Goddard Funding LLC (Issuer), which is a special purpose Delaware limited liability company that is a wholly owned subsidiary of Goddard Holding Guarantor LLC (SPE Holdco), which a wholly owned subsidiary of Goddard Systems, LLC (Manager), which is a wholly owned subsidiary of SP Goddard Buyer LLC (Parent).

The Company was formed in connection with a financing transaction (the Securitization Transaction), which was completed on August 19, 2022. The Company's operations include the sale of franchises under the name The Goddard School (the School) to franchisees for a 15-year renewable term. The franchise offered is the right to operate the School, which primarily offers preschool learning programs. Under the standard franchise contract, the Company, among other things, approves site locations, assists in obtaining financing, provides training and staff support during the School's opening and provides operational services to the franchisees during the term of the Franchise Agreement. The Company's franchisees are located throughout the United States.

Concentrations of credit risk: Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash and cash equivalents. The Company maintains cash deposits in excess of federally insured limits. Management believes the risk is mitigated by maintaining all deposits in high quality financial institutions.

Cash and cash equivalents: For the purposes of preparing the consolidated statements of cash flows, the Company considers all funds held with financial institutions, that are available on demand and short-term investments that have an original maturity of three months or less as cash and cash equivalents.

Accounts receivable: Accounts receivable consist of monthly royalties and initial franchise contract fees net of an estimate made for credit losses. The Company evaluates its accounts receivable balance on a monthly basis and may establish an allowance for credit losses based on a combination of historical experience, current and forecasted economic conditions, aging analysis and information related to specific accounts. Account balances are written off against the allowance after all means of collection have been exhausted and it is determined that further collection efforts will be unsuccessful. Recoveries of receivables previously written off will be recorded as income when received. Historically, the Company has not had a significant amount of write-offs. The allowance for credit losses was $144,378, $29,971 and $13,757 at December 31, 2025, 2024 and 2023, respectively.

The Company occasionally converts certain accounts receivable into notes receivable. Payment plans are set up to recur on a monthly basis varying in length and bear interest from 0% to 1.50%, compounded monthly. The Company has $45,662 and $119,882 of notes receivable as of December 31, 2025 and 2024, respectively, which are included in accounts receivable on the balance sheet.

Goodwill: Goodwill represents the net book value at the time of the securitization transaction. The Company elected the private company alternative and amortizes goodwill on straight-line basis over ten years in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2014-02, *Intangibles—Goodwill and Other*.

The Company assesses goodwill for impairment upon a triggering event. Factors that could trigger an impairment test include but are not limited to, underperformance relative to historical or projected future operating results, significant changes in the manner of use of the acquired assets or the overall business, and significant negative industry or economic trends. The Company elected to assess goodwill for impairment at the entity level. If a triggering event occurs, the Company will proceed to test goodwill for impairment. When performing an impairment test, the Company has the option to perform a qualitative assessment to determine whether it is more-likely-than-not that the fair value of the entity level is less than its carrying amount. When the qualitative assessment of goodwill impairment is performed,

Note 1. Description of Business and Summary of Significant Accounting Policies (Continued)

significant judgement is required in the assessment of qualitative factors, including but not limited to, macroeconomic conditions as they relate to the business, industry, and market trends as well as the future financial performance of the entity level relative to historical or projected future operating results. If the Company determines that it is more-likely-than-not that the fair value of the entity level is greater than its carrying amount, the one-step goodwill impairment test is not required; otherwise, a quantitative assessment is performed, and the fair value of the entity level is determined. If the carrying value of the entity level exceeds its fair value, an impairment loss equal to the excess is recorded, limited to the total amount of goodwill of the entity level. No triggering events were identified through December 31, 2025.

Intangible assets: Intangible assets other than goodwill are carried at cost less accumulated amortization and accumulated impairment, if any. Acquired franchise agreements, trademarks, and developed technology are valued using an income approach. The Company's definite-lived intangible assets are amortized on a straight-line basis over their respective useful lives, principally 20 years for franchise agreements and trademarks, and 10 years for developed technology.

Intangible assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying value of an asset or an asset group may not be recoverable. The carrying value of a long-lived asset or asset group is not recoverable if it exceeds the sum of the undiscounted cash flows expected to result from the use and eventual disposition of the asset. If the carrying value is deemed not to be recoverable, an impairment loss is recorded equal to the amount by which the carrying value of the long-lived asset exceeds its fair value. The remaining estimated useful lives of definite-lived intangible assets are routinely reviewed and, if the estimate is revised, the remaining unamortized balance is amortized over the revised estimated useful life.

Revenue recognition and deferred revenue: The Company recognizes revenue in accordance with Accounting Standards Codification (ASC) Topic 606, Revenue from Contracts with Customers, which provides a five-step model for recognizing revenue from contracts with customers as follows:

- Identify the contract with a customer
- Identify the performance obligations in the contract
- Determine the transaction price
- Allocate the transaction price to the performance obligation in the contract
- Recognize revenue when or as performance obligations are satisfied

Below is a discussion of how the Company's revenues are earned and the Company's accounting policies pertaining to revenue recognition under ASC Topic 606 and other required disclosures. The Company has elected to use the practical expedient under ASU 2021-02, *Franchisors—Revenue from Contracts with Customers (Subtopic 952-006): Practical Expedient,* and has made the accounting policy election to recognize pre-opening services as a single performance obligation in accordance with the practical expedient.

Initial license fees: The Franchise Agreement provides for an initial license fee, which includes the payment of a deposit upon the execution of a preliminary agreement occurs. Per the franchise agreement, the license fee is charged for new school openings and schools that are transferred to new ownership.

Note 1. Description of Business and Summary of Significant Accounting Policies (Continued)

The Company determined that the services provided in exchange for these initial license fees are highly interrelated with the franchise right and are not individually distinct from the ongoing services the Company provides to its franchisees. As a result, upon the adoption of Topic 606, the initial license fees were recognized on a straight-line basis over the term of each respective franchise agreement, which is consistent with the franchisee's right to use and benefit from the exclusivity of territory and operational support. The Company adopted ASU 2021-02, which provides a practical expedient that permits a franchisor that is not a public business entity that enters into a franchise agreement to account for certain pre-opening and pre-transfer services provided to a franchisee as distinct from the franchise license, such as training, site development fees and transfers fees. The Company applied this to all customer contracts as of the date of the initial agreement.

No related commissions and other direct costs are earned by Goddard Franchisor LLC.

Deposits on franchise contracts totaling $9.6 million, $8.3 million, $6.6 million and $4.2 million at December 31, 2025, 2024 and 2023, and January 1, 2023, respectively, represent deposits made by franchisees upon signing Preliminary Agreements. Of these deposits, $1.5 million, $0.8 million, $0.8 million and $0.5 million at December 31, 2025, 2024 and 2023, and January 1, 2023, respectively, has been classified as current, based on anticipated signing of the franchise agreement. Deferred revenue of $20.4 million, $19.4 million, $19.2 million and 18.5 million at December 31, 2025, 2024 and 2023, and January 1, 2023, respectively, represents amounts paid by franchisees upon signing the franchise agreements.

Royalties: Monthly royalties due from the franchisees are determined based on a percentage of their monthly cash receipts, as defined in the Franchise Agreement.

Transfer fees and other revenue: Transfer fees and other ancillary fees charged to franchisees under the terms of the franchise agreement.

Revenue from royalties, transfer fees, other fees, and the training fee and site development fee component of initial franchise fees is recognized at a point in time, whereas revenue from initial license fees and franchise agreement fee revisions is recognized over time. Total revenue recognized at a point in time and over time for the years ended December 31, 2025, 2024 and 2023 was as follows:

	2025	2024	2023
Revenue recognized over time	$ 2,642,879	$ 2,331,664	$ 2,436,555
Revenue recognized at a point in time	119,112,591	109,476,517	98,315,267
	$ 121,755,470	$ 111,808,181	$ 100,751,822

Income taxes: The Company has elected to be treated as a Partnership for federal and state income tax purposes, whereby activity is passed through to its members. Accordingly, no provision for income taxes is included in the accompanying financial statements. The Company files income tax returns in various other states jurisdictions. The Company's 2023-2025 tax years are still subject to state and local income tax examinations by tax authorities. It is difficult to predict the final timing and resolution of any particular uncertain tax positions. Based on the Company's assessment of many factors, the Company does not currently anticipate significant changes in its uncertain tax positions over the next 12 months.

Use of estimates: The preparation of the 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 disclosure of contingent assets and liabilities at the date of the financial statements. Actual results could differ from those estimates.

Goddard Franchisor LLC

Notes to Financial Statements

Note 1. Description of Business and Summary of Significant Accounting Policies (Continued)

Recent accounting pronouncements: The Company considered all recent accounting pronouncements and concluded none are expected to have a material impact on the financial statements.

Note 2. Goodwill and Intangible Assets

Goodwill: The following table presents a summary of changes in goodwill during years ended December 31, 2025, 2024 and 2023.

Balance, January 1, 2023	$ 394,695,524
Amortization	(41,681,449)
Balance, December 31, 2023	353,014,075
Amortization	(41,412,347)
Balance, December 31, 2024	311,601,728
Amortization	(41,546,897)
Balance, December 31, 2025	$ 270,054,831

As of December 31, 2025 and 2024, the Company's net goodwill balance consisted of the following:

	2025			
	Gross Carrying Amount	Accumulated Amortization	NBV	Remaining Life
Goodwill	$ 409,884,711	$ 139,829,880	$ 270,054,831	6.5

	2024			
	Gross Carrying Amount	Accumulated Amortization	NBV	Remaining Life
Goodwill	$ 409,884,711	$ 98,279,983	$ 311,604,728	7.5

Intangible assets: As of December 31, 2025 and 2024, the Company's intangible assets consisted of the following:

	2025			
	Gross Carrying Amount	Accumulated Amortization	NBV	Remaining Life
Franchise agreements	$ 385,342,466	$ 65,242,475	$ 320,099,991	16.5
Trademarks	272,123,288	46,073,301	226,049,987	16.5
Developed Technology	31,561,644	10,761,655	20,799,989	6.5
	$ 689,027,398	$ 122,077,431	$ 566,949,967	

	2024			
	Gross Carrying Amount	Accumulated Amortization	NBV	Remaining Life
Franchise agreements	$ 385,342,466	$ 45,842,471	$ 339,499,995	17.5
Trademarks	272,123,288	32,373,297	239,749,991	17.5
Developed Technology	31,561,644	7,561,652	23,999,992	7.5
	$ 689,027,398	$ 85,777,420	$ 603,249,978	

Note 2. Goodwill and Intangible Assets (Continued)

Amortization expense associated with these assets totaled $36,300,012, $36,300,011 and $36,300,011 for each of the years ended December 31, 2025, 2024 and 2023, respectively.

As of December 31, 2025, amortization expense of goodwill and intangible assets subject to amortization is estimated to be as follows:

Years ending December 31:	
2026	$ 77,846,905
2027	77,846,905
2028	77,846,905
2029	77,846,905
2030	77,846,905
Thereafter	447,770,272
Total	$ 837,004,797

Note 3. Related-Party Transactions

The Company is a sub-guarantor of debt held by the Issuer and substantially all assets serve as collateral of Issuer-held debt.

The Company has a management services arrangement with the Manager to perform certain services on behalf of the Company. In exchange for the services, the Company pays a monthly management fee which is based on a percentage of cash collected from fees documented in the franchise agreement.

The Company engages in transactions with entities owned by the Manager where these entities collect cash relating to revenue recognized by the Company. Related-party receivables and payables are settled at amounts and intervals as determined by the Manager. During the years ended December 31, 2025, 2024 and 2023, $104.7 million, $95.1 million, and $87.1 million, respectively, of related-party receivables were settled through distributions to the Issuer.

Note 4. Subsequent Events

The Company's management has evaluated all activity of the Company through April 27, 2026, and concluded that subsequent events are properly reflected in the Company's financial statements and notes as required by ASC 855, Subsequent Events.

Goddard Systems, LLC and Subsidiaries

Consolidated Financial Report
December 31, 2025

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RSM

RSM US LLP

Independent Auditor's Report

Board of Directors
Goddard Systems, LLC and Subsidiaries

Opinion
We have audited the consolidated financial statements of Goddard Systems, LLC and Subsidiaries (the Company), which comprise the consolidated balance sheets as of December 31, 2025 and 2024, the related consolidated statements of operations, changes in member's equity and cash flows for the years ended December 31, 2025, 2024 and 2023, and the related notes to the consolidated financial statements (collectively, the financial statements).

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

Basis for 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 that the financial statements are issued or available to be issued.

Auditor's Responsibilities for the Audit of 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.

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.

RSM US LLP

Blue Bell, Pennsylvania
April 27, 2026

Goddard Systems, LLC and Subsidiaries

Consolidated Balance Sheets
December 31, 2025 and 2024

	2025	2024
Assets		
Current assets:		
Cash and cash equivalents	$ 13,227,882	$ 18,226,678
Restricted cash	9,479,738	8,931,002
Accounts receivable, net	11,155,880	10,073,881
Due from affiliate	633,407	472,425
Prepaid expenses and other	3,353,871	2,054,429
Deferred expenses	156,625	126,735
Total current assets	38,007,403	39,885,150
Property and equipment, net	1,288,249	1,601,110
Right-of-use asset	2,489,822	3,341,954
Other assets:		
Intangible assets, net	566,949,966	603,249,978
Goodwill, net	270,054,831	311,601,728
Deferred expenses	2,041,574	1,286,806
Deposits and other	1,815,572	1,944,316
Total other assets	840,861,943	918,082,828
Total assets	$ 882,647,417	$ 962,911,042
Liabilities and Member's Equity		
Current liabilities:		
Accounts payable and accrued expenses	$ 19,224,735	$ 13,898,381
Deferred revenue	3,251,750	2,567,450
Deposits on franchise contracts	1,500,000	840,000
Note payable, net of deferred financing costs	5,600,000	5,600,000
Other current liabilities	1,599,278	1,577,834
Total current liabilities	31,175,763	24,483,665
Long-term liabilities:		
Deposits on franchise contracts	8,050,000	7,470,000
Deferred revenue	17,193,800	16,792,178
Note payable, net of deferred financing costs	582,948,733	536,634,231
Other long-term liabilities	2,108,606	2,928,569
Total long-term liabilities	610,301,139	563,824,978
Member's equity	241,170,515	374,602,399
Total liabilities and member's equity	$ 882,647,417	$ 962,911,042

See notes to consolidated financial statements.

Goddard Systems, LLC and Subsidiaries

Consolidated Statements of Operations
Years Ended December 31, 2025, 2024 and 2023

	Year Ended December 31, 2025	Year Ended December 31, 2024	Year Ended December 31, 2023
Revenues:			
Royalties	**$ 112,452,795**	$ 105,106,234	$ 96,207,680
Fees on initial franchise contracts	**3,569,333**	2,838,333	3,598,583
Transfer fees and other revenue	**5,743,893**	3,872,314	982,509
Total revenues	**121,766,021**	111,816,881	100,788,772
Operating expenses:			
Personnel	**43,055,440**	34,875,942	35,422,172
Travel	**2,524,675**	2,336,782	2,235,245
Conventions	**1,564,903**	1,321,398	2,263,415
Selling, general and administrative	**14,197,108**	12,985,280	13,072,762
Amortization of intangible assets and goodwill	**77,846,909**	77,712,358	77,981,461
Other operating expenses, net	**1,406,189**	1,306,108	1,250,091
Total operating expenses	**140,595,224**	130,537,868	132,225,146
Loss from operations	**(18,829,203)**	(18,720,987)	(31,436,374)
Other expense:			
Charitable contributions	**-**	(2,355)	(1,093)
Interest (expense) income	**(41,054,011)**	(37,395,467)	(29,422,186)
Net loss	**$ (59,883,214)**	$ (56,118,809)	$ (60,859,653)

See notes to consolidated financial statements.

Goddard Systems, LLC and Subsidiaries

Consolidated Statements of Changes in Member's Equity
Years Ended December 31, 2025, 2024 and 2023

	Total Member's Equity
Balance, January 1, 2023	$ 669,908,236
Net loss	(60,859,653)
Capital contribution	450,000
Vesting of incentive units	2,320,000
Vesting of acquired units	435,308
Distributions	(77,820,273)
Balance December 31, 2023	534,433,618
Net loss	(56,118,809)
Capital contribution	871,351
Vesting of incentive units	2,362,555
Vesting of acquired units	246,820
Distributions	(107,193,136)
Balance December 31, 2024	374,602,399
Net loss	(59,883,214)
Capital contribution	160,171
Vesting of incentive units	1,367,318
Vesting of acquired units	71,643
Repurchase of units	(1,838,857)
Distributions	(73,308,945)
Balance December 31, 2025	**$ 241,170,515**

See notes to consolidated financial statements

Goddard Systems, LLC and Subsidiaries

Consolidated of Cash Flows
Years Ended December 31, 2025, 2024 and 2023

	Year Ended December 31, 2025	Year Ended December 31, 2024	Year Ended December 31, 2023
Cash Flows from operating activities:			
Net loss	**$ (59,883,214)**	$ (56,118,809)	$ (60,859,653)
Adj to reconcile net loss to net cash provided by operating activities:			
Depreciation	**835,524**	646,073	584,857
Amortization of intangible assets	**36,300,012**	36,300,011	36,300,011
Amortization of goodwill	**41,546,897**	41,412,347	41,681,449
Vesting of incentive units	**1,367,323**	2,362,555	2,320,000
Vesting of acquired units	**71,640**	246,820	435,308
Loss on repurchase of units	**3,161,143**	-	-
Amortization of deferred financing costs	**2,207,212**	3,209,415	1,348,730
Change in right-or-use asset	**852,132**	808,743	673,001
Loss on disposal of equipment	**-**	-	4,006
Provision for credit losses	**114,407**	16,214	(14,402)
Changes in operating assets and liabilities			
(Increase) decrease in:			
Accounts Receivable	**(1,196,406)**	(1,671,294)	(690,080)
Due from affiliate	**(160,982)**	249,143	(268,186)
Prepaid expenses, deposits and other	**(1,463,408)**	516,468	500,830
Deferred expenses	**(784,658)**	(612,274)	(500,267)
Increase (decrease) in:			
Accounts payable and accrued expenses	**5,326,354**	(5,842,984)	5,150,892
Deposits on franchise contracts	**1,240,000**	1,690,000	2,376,793
Other liabilities	**(798,521)**	(951,186)	(3,196,527)
Deferred revenue	**1,085,922**	180,127	687,195
Net cash provided by operating activities	**29,821,377**	22,441,369	26,533,957
Cash flows from investing activities			
Purchases of property and equipment	**(522,663)**	(815,766)	(765,708)
Net cash used in investing activities	**(522,663)**	(815,766)	(765,708)
Cash flows from financing activities			
Capital Contributions	**160,171**	871,351	450,000
Distributions	**(73,308,945)**	(107,193,136)	(77,820,273)
Unit repurchase	**(5,000,000)**	-	-
Proceeds from issuance of note payable	**50,000,000**	160,000,000	64,000,000
Payments on long-term debt	**(5,600,000)**	(63,000,000)	(7,000,000)
Payments of debt issuance costs related to note payable	**-**	(4,558,055)	(1,411,476)
Payments of deferred financing fees	**-**	(1,388,246)	(28,500)
Net cash used in financing activities	**(33,748,774)**	(15,268,086)	(21,810,249)
Increase (decrease) in cash and cash equivalents	**(4,450,060)**	6,357,517	3,958,000
Cash and cash equivalents			
Beginning	**27,157,680**	20,800,163	16,842,163
Ending	**$ 22,707,620**	$ 27,157,680	$ 20,800,163
Supplemental schedule of noncash operating and financing information			
Cash paid for interest	**$ 39,113,751**	$ 34,716,391	$ 27,867,181
Cash paid for lease	**$ 1,123,399**	$ 1,101,901	$ 1,080,401

See notes to consolidated financial statements.

Note 1. Description of Business and Summary of Significant Accounting Policies

Description of business: Goddard Systems, LLC (the Company or the Successor) is a Pennsylvania limited liability company based in King of Prussia, Pennsylvania.

On June 30, 2022, pursuant to an Equity Purchase Agreement (the Purchase Agreement), the Company was acquired (Sycamore Acquisition) by SP Goddard Buyer, LLC (the Buyer), which is owned by certain investment funds managed by Sycamore Partners LLC and other minority investors. Pursuant to the Purchase Agreement, Goddard Systems, Inc. (the Predecessor) converted to Goddard Systems, LLC.

The Company's operations include the sale of franchises under the name The Goddard School (the School) to franchisees for a 15-year renewable term. The franchise offered is the right to operate the School, which primarily offers preschool learning programs. Under the standard franchise contract, the Company, among other things, approves site locations, assists in obtaining financing, provides training and staff support during the School's opening and provides operational services to the franchisees during the term of the franchise agreement. The Company's franchisees are located throughout the United States.

Basis of presentation and principles of consolidation: The accompanying consolidated financial statements have been presented in conformity with accounting principles generally accepted in the United States (GAAP) and include the operations of the Company and its wholly owned subsidiaries. The Company applies the private company alternative under Accounting Standards Codification (ASC) 810-10-15-17AD and as a result, does not apply the variable interest entity consolidation model to its qualifying common-control arrangements.

Concentrations of credit risk: Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash and cash equivalents. The Company maintains cash deposits in excess of federally insured limits. Management believes the risk is mitigated by maintaining all deposits in high quality financial institutions.

Cash and cash equivalents: For the purposes of preparing the consolidated statements of cash flows, the Company considers all funds held with financial institutions that are available on demand and short-term investments that have an original maturity of three months or less as cash and cash equivalents.

Restricted cash: In accordance with the Company's securitized financing facility, which is described in Note 6, certain cash accounts have been established in the name of Citibank, N.A. (the Trustee). The Company holds restricted cash that primarily represents cash collections held by the Trustee, which includes interest, principal, and commitment fee reserves. As of December 31, 2025 and 2024 the Company had restricted cash held by the Trustee of $9,479,738 and $8,931,002, respectively. Restricted cash has been combined with cash and cash equivalents when reconciling the beginning and end of period balances in the consolidated statements of cash flows.

Accounts receivable: Accounts receivable consist primarily of monthly royalties and initial franchise contract fees net of an estimate made for credit losses. The Company evaluates its accounts receivable balance on a monthly basis and may establish an allowance for credit losses based on a combination of historical experience, current and forecasted economic conditions, aging analysis and information related to specific accounts. Account balances are written off against the allowance after all means of collection have been exhausted and it is determined that further collection efforts will be unsuccessful. Recoveries of receivables previously written off will be recorded as income when received. Historically, the Company has not had a significant amount of write-offs. The allowance for credit losses was $144,378, $29,971 and $13,757 at December 31, 2025, 2024 and 2023, respectively.

The Company occasionally converts certain accounts receivable into notes receivable. Payment plans

Note 1. Description of Business and Summary of Significant Accounting Policies (Continued)

are set up to recur on a monthly basis varying in length and bear interest from 0% to 1.50%, compounded monthly. The Company has $341,171 and $119,882 of notes receivable as of December 31, 2025 and 2024, respectively, which are included in accounts receivable and other long-term assets on the consolidated balance sheets.

Property and equipment: Property and equipment is stated at cost, with the exception of property and equipment from acquisitions, which are recorded at fair value on the date of acquisition. Property and equipment consist of furniture and fixtures, computer equipment, software and leasehold improvements. Depreciation is computed by the straight-line and declining-balance methods over the estimated useful lives, ranging from 3 to 15 years, of the related assets.

Goodwill: The Company records goodwill as the excess of aggregate consideration paid in a business combination over the fair value of the identifiable net assets acquired. The Company elected the private company alternative and amortizes goodwill on straight-line basis over ten years in accordance with FASB Accounting Standards Update (ASU) 2014-02, *Intangibles—Goodwill and Other*.

The Company assesses goodwill for impairment upon a triggering event. Factors that could trigger an impairment test include but are not limited to, underperformance relative to historical or projected future operating results, significant changes in the manner of use of the acquired assets or the overall business, and significant negative industry or economic trends. The Company elected to assess goodwill for impairment at the entity level. If a triggering event occurs, the Company will proceed to test goodwill for impairment. When performing an impairment test, the Company has the option to perform a qualitative assessment to determine whether it is more-likely-than-not that the fair value of the entity level is less than its carrying amount. When the qualitative assessment of goodwill impairment is performed, significant judgement is required in the assessment of qualitative factors, including but not limited to, macroeconomic conditions as they relate to the business, industry, and market trends as well as the future financial performance of the entity level relative to historical or projected future operating results. If the Company determines that it is more-likely-than-not that the fair value of the entity level is greater than its carrying amount, the one-step goodwill impairment test is not required; otherwise, a quantitative assessment is performed, and the fair value of the entity level is determined. If the carrying value of the entity level exceeds its fair value, an impairment loss equal to the excess is recorded, limited to the total amount of goodwill of the entity level. No triggering events were identified through December 31, 2025.

Intangible assets: Intangible assets other than goodwill are carried at cost less accumulated amortization and accumulated impairment, if any. Acquired franchise agreements, trademarks, and developed technology are valued using an income approach. The Company’s definite-lived intangible assets are amortized on a straight-line basis over their respective useful lives, principally 20 years for franchise agreements and trademarks, and 10 years for developed technology.

Intangible assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying value of an asset or an asset group may not be recoverable. The carrying value of a long-lived asset or asset group is not recoverable if it exceeds the sum of the undiscounted cash flows expected to result from the use and eventual disposition of the asset. If the carrying value is deemed not to be recoverable, an impairment loss is recorded equal to the amount by which the carrying value of the long-lived asset exceeds its fair value. The remaining estimated useful lives of definite-lived intangible assets are routinely reviewed and, if the estimate is revised, the remaining unamortized balance is amortized over the revised estimated useful life.

Note 1. Description of Business and Summary of Significant Accounting Policies (Continued)

Leases: In accordance with ASC 842, the Company determines if a contract is a lease or contains a lease at the date of inception. If a lease is determined to exist, the term of such lease is assessed based on the date on which the underlying asset is made available for the Company's use by the lessor. The Company's assessment of the lease term reflects the non-cancelable term of the lease, inclusive of any rent-free periods and any periods covered by early termination options which the Company is reasonably certain of not exercising, as well as periods covered by renewal options which the Company is reasonably certain to exercise. The Company also determines lease classification as of the lease commencement date, which governs the pattern of expense recognition and the presentation reflected in the consolidated statements of operations over the lease term.

The Company made an accounting policy election not to recognize right-of-use (ROU) assets and lease liabilities for leases with a term of twelve months or less. For leases with a term exceeding 12 months, a lease liability is recognized in other current and long-term liabilities on the Company's consolidated balance sheets at lease commencement date (or January 1, 2022, for existing leases upon the adoption of ASC 842) reflecting the present value of its fixed payment obligations over the lease term. A corresponding ROU asset equal to the initial lease liability is also recognized, adjusted for any prepaid rent and/or initial direct costs incurred in connection with execution of the lease and reduced by any lease incentives received.

The Company uses its incremental borrowing rate, which is the rate of interest the Company would have to pay to borrow on a collateralized basis over a similar term and amount in a similar economic environment, to determine the present value of fixed lease payments, as the Company's leases do not have a readily determinable implicit discount rate. Judgment is applied in assessing factors such as Company specific credit risk, lease term, nature, and quality of the underlying collateral, currency, and economic environment in determining the incremental borrowing rate to apply to each lease.

For the Company's operating leases, fixed lease payments made over the lease term are recorded as lease expense on a straight-line basis. For leases with a term of 12 months or less, any fixed lease payments are recognized on a straight-line basis over the lease term and are not recognized on the Company's consolidated balance sheets as an accounting policy election. Variable lease payments are expensed as incurred.

Lease payments may include fixed rent escalation clauses or payments that depend on an index (such as the consumer price index). Subsequent changes to an index and any other periodic market-rate adjustments to base rent are recorded in variable lease expense in the period incurred.

The Company elected the practical expedient that permits lessees to account for each separate lease component of a contract and its associated non-lease components as a single lease component for all asset classes. The non-lease components typically represent additional services transferred to the Company, such as common area maintenance, or real estate taxes, which are variable in nature and recorded in variable lease expense in the period incurred.

Revenue recognition: The Company recognizes revenue in accordance with ASC Topic 606, Revenue from Contracts with Customers, which provides a five-step model for recognizing revenue from contracts with customers as follows:

- Identify the contract with a customer
- Identify the performance obligations in the contract
- Determine the transaction price

Note 1. Description of Business and Summary of Significant Accounting Policies (Continued)

- Allocate the transaction price to the performance obligation in the contract
- Recognize revenue when or as performance obligations are satisfied

Below is a discussion of how the Company's revenues are earned and the Company's accounting policies pertaining to revenue recognition under ASC Topic 606 and other required disclosures. The Company has elected to use the practical expedient under ASU 2021-02, *Franchisors-Revenue from Contracts with Customers (Subtopic 952-006): Practical Expedient* and has made the accounting policy election to recognize pre-opening services as a single performance obligation in accordance with the practical expedient.

Initial license fees: The Franchise Agreement provides for an initial license fee, which includes the payment of a deposit if the execution of a preliminary agreement occurs. Per the franchise agreement, the license fee is charged for new school openings and schools that are transferred to new ownership.

The Company determined that the services provided in exchange for these initial license fees are highly interrelated with the franchise right and are not individually distinct from the ongoing services the Company provides to its franchisees. As a result, upon the adoption of Topic 606, the initial license fees were recognized on a straight-line basis over the term of each respective franchise agreement, which is consistent with the franchisee's right to use and benefit from the exclusivity of territory and operational support. The Company adopted ASU 2021-02, which provides a practical expedient that permits a franchisor that is not a public business entity that enters into a franchise agreement to account for certain pre-opening and pre-transfer services provided to a franchisee as distinct from the franchise license, such as training, site development fees and transfers fees. The Company applied this to all customer contracts as of the date of the initial agreement.

Deferred expenses of $2.2 million, $1.4 million, $0.8 million and $0.3 million at December 31, 2025, 2024 and 2023, and January 1, 2023, respectively, represent commissions and other costs paid to individuals who performed certain services related to prospective franchisees who have entered into preliminary agreements or will be purchasing an existing school. Of these costs, $1.8 million, $1.2 million, $0.7 million and $0.7 million at December 31, 2025, 2024 and 2023, and January 1, 2023, respectively, will be amortized over the life of the contract upon school opening. The remainder of the costs are deferred until such time as franchise revenue associated with these opening and transfers expenses is recognized.

Deposits on franchise contracts totaling $9.6 million, $8.3 million, $6.6 million and $4.2 million at December 31, 2025, 2024 and 2023, and January 1, 2023, respectively, represent deposits made by franchisees upon signing Preliminary Agreements. Of these deposits, $1.5 million, $0.8 million, $0.8 million and $0.5 million at December 31, 2025, 2024 and 2023, and January 1, 2023, respectively, has been classified as current, based on anticipated signing of the franchise agreement. Deferred revenue of $20.4 million, $19.4 million, $19.2 million and 18.5 million at December 31, 2025, 2024 and 2023, and January 1, 2023, respectively, represents amounts paid by franchisees upon signing the franchise agreements.

Royalties: Monthly royalties due from the franchisees are determined based on a percentage of their monthly cash receipts, as defined in the franchise agreement.

Transfer fees and other revenue: Transfer fees and other ancillary fees charged to franchisees under the terms of the franchise agreement.

Note 1. Description of Business and Summary of Significant Accounting Policies (Continued)

Revenue from royalties, transfer fees, other fees, and the training fee and site development fee component of initial franchise fees are recognized at a point in time, whereas revenue from remaining initial license fees and franchise agreement fee revisions is recognized over time. Total revenue recognized at a point in time and over time was as follows for the years ended December 31, 2025, 2024 and 2023:

	2025	2024	2023
Revenue recognized over time	$ 2,642,879	$ 2,331,664	$ 2,436,555
Revenue recognized at a point in time	119,123,142	109,485,217	98,352,217
	$ 121,766,021	$ 111,816,881	$ 100,788,772

The franchise agreement also requires advertising to be paid directly to a related party (see Note 7) for promotional and advertising services for the benefit of the respective franchisees and the franchise system.

Advertising costs: The Company participates in various advertising programs. All costs related to advertising are included in selling, general and administrative expenses and are expensed in the period incurred. Such costs charged to operations were $1,076,341, $1,072,642, and $1,275,993 for the years ended December 31, 2025, 2024 and 2023, respectively.

Income taxes: The Company has elected to be treated as a Partnership for federal and state income tax purposes, whereby activity is passed through to its members. Accordingly, no provision for income taxes is included in the accompanying consolidated financial statements.

The Company files income tax returns in various other states jurisdictions. The Company's 2023-2025 tax years are subject to state and local income tax examinations by tax authorities. It is difficult to predict the final timing and resolution of any particular uncertain tax positions. Based on the Company's assessment of many factors, the Company does not currently anticipate significant changes in its uncertain tax positions over the next 12 months.

For the years ended December 31, 2025, 2024 and 2023, management evaluated the Company's tax positions and concluded that the Company had taken no uncertain tax positions that require adjustment to the consolidated financial statements.

Use of estimates: The preparation of the consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Recent accounting pronouncements: The Company considered all recent accounting pronouncements and concluded none are expected to have a material impact on the consolidated financial statements.

Note 2. Variable Interest Entities Under Common Control

The Company engages TGS Marketing Fund LLC ("the Marketing Fund"), a company under common control, to administer advertising and promotional programs on behalf of the Company's franchisees. The costs of the Marketing Fund's advertising and promotional programs are funded through the Marketing Fund's collection of marketing fees from the respective franchisees. The Company may pay certain expenses on the Marketing Fund's behalf, which results in a receivable due from the Marketing Fund.

Note 2. Variable Interest Entities Under Common Control (Continued)

The involvement of the Company with the Marketing Fund did not result in a material net impact on the Company's consolidated financial statements. As of December 31, 2025 and 2024, the Company had $633,407 and $472,425, due from the Marketing Fund classified as due from affiliate on the consolidated balance sheets, respectively. The Company did not have any assets or liabilities resulting from its involvement with the Marketing Fund.

There is a risk that the advertising expenses exceed the related marketing fees collected from the respective franchisees, however, this risk is remote, as the advertising expense incurred by the Marketing Fund are closely monitored and intended to be limited to the marketing fee revenue collected from the respective franchisees. If the Company pays certain expenses on behalf of TGS Marketing Fund and TGS Marketing Fund fails to collect marketing revenue from the franchisees, there is a risk that the Company would not be reimbursed. The Company's exposure to loss resulting from its involvement with the Marketing Fund is considered remote.

The Company elected the private company alternative under ASC 810-10-15-17AD and does not apply the variable interest entity consolidation model to its qualifying common-control arrangements.

Note 3. Goodwill and Intangible Assets

Goodwill: The following table presents a summary of changes in goodwill for the years ended December 31, 2025, 2024 and 2023:

Balance, January 1, 2023	$ 394,695,524
Amortization	(41,681,449)
Balance, December 31, 2023	353,014,075
Amortization	(41,412,347)
Balance, December 31, 2024	311,601,728
Amortization	(41,546,897)
Balance, December 31, 2025	$ 270,054,831

As of December 31, 2025, and 2024 the Company's net goodwill balance consisted of the following:

	2025			
	Gross Carrying Amount	Accumulated Amortization	NBV	Remaining Life
Goodwill	$ 415,468,972	$ 145,414,141	$ 270,054,831	6.5

	2024			
	Gross Carrying Amount	Accumulated Amortization	NBV	Remaining Life
Goodwill	$ 415,468,972	$ 103,867,244	$ 311,601,728	7.5

Note 3. Goodwill and Intangible Assets (Continued)

Intangible assets: As of December 31, 2025 and 2024 the Company's intangible assets consisted of the following:

	2025			
	Gross Carrying Amount	Accumulated Amortization	NBV	Remaining Life
Franchise agreements	$ 388,000,000	$ 67,900,009	$ 320,099,991	16.5
Trademarks	274,000,000	47,950,013	226,049,987	16.5
Developed Technology	32,000,000	11,200,012	20,799,988	6.5
	$ 694,000,000	$ 127,050,034	$ 566,949,966	

	2024			
	Gross Carrying Amount	Accumulated Amortization	NBV	Remaining Life
Franchise agreements	$ 388,000,000	$ 48,500,005	$ 339,499,995	17.5
Trademarks	274,000,000	34,250,009	239,749,991	17.5
Developed Technology	32,000,000	8,000,008	23,999,992	7.5
	$ 694,000,000	$ 90,750,022	$ 603,249,978	

Amortization expense associated with these assets totaled $36,300,012, $36,300,011 and $36,300,011 for each of the years ended December 31, 2025, 2024 and 2023, respectively.

As of December 31, 2025, amortization expense of goodwill and intangible assets subject to amortization is estimated to be as follows:

2026	$ 77,846,905
2027	77,846,905
2028	77,846,905
2029	77,846,905
2030	77,846,905
Thereafter	447,770,272
Total	$ 837,004,797

Note 4. Property and Equipment

At December 31, 2025 and 2024, property and equipment consisted of:

	2025	2024
Furniture & Fixtures	$ 118,703	$ 106,001
Computer equipment and software	3,350,472	2,840,512
Leashold improvements	79,061	79,061
	3,548,236	3,025,574
Less accumulated depreciation and amortization	(2,259,987)	(1,424,464)
	$ 1,288,249	$ 1,601,110

Depreciation and amortization expense amounted to $853,524, $646,073, and $584,857 for the years ended December 31, 2025, 2024 and 2023, respectively, and is included in selling, general and administrative expenses on the accompanying consolidated statements of operations.

Note 5. Leases

The Company leases office space under an operating lease agreement. The operating lease is set to expire in August 2028. Lease terms do not reflect extension or purchase options because the Company is not reasonably certain to exercise them.

The Company is obligated for the cost of real estate taxes, insurance and maintenance charges relating to its lease, which are considered variable lease costs and are expensed as incurred.

The calculation of the ROU asset and lease liability include fixed lease payments over the lease term. Variable lease payments are excluded from the ROU assets and lease liabilities and are instead expensed in the period in which the obligation for those payments is incurred. To determine the present value of future fixed lease payments, the Company utilized its incremental borrowing rate adjusted for the lease term and the form of underlying collateral. The discount rate implicit in the leases was not readily determinable.

Lease expense for lease payments related to the Company's operating lease is recognized on a straight-line basis over the remaining lease term. The Company's lease agreements do not contain residual value guarantees or material restrictive covenants.

The components of lease expense and other lease information for the years ended December 31, 2025 2024 and 2023 were as follows:

	Year Ended December 31, 2025	Year Ended December 31, 2024	Year Ended December 31, 2023
Operating lease cost	$ 1,000,607	$ 1,000,607	$ 1,000,607
Variable lease cost	132,465	173,170	77,983
Operating lease expense	1,133,072	1,173,777	1,078,590
Short-term rent expense	28,502	25,465	27,185
Total lease cost	$ 1,161,574	$ 1,199,242	$ 1,105,775

The weighted-average remaining lease term and discount rate were as follows:

	2025	2024
Weighted-average remaining lease term (in years) used for:	2.7	3.7
Operating leases		
Weighted-average discount rate used for:		
Operating leases	4.64%	4.64%

Cash paid for the amounts included in the measurement of operating lease liabilities was as follows:

	Year Ended December 31, 2025	Year Ended December 31, 2024	Year Ended December 31, 2023
Cash paid for amounts included in the measurement of operating lease liabilities	$ 1,123,399	$ 1,101,901	$ 1,080,401

Note 5. Leases (Continued)

As of December 31, 2025, future annual lease payments under the Company's real estate operating leases were as follows:

Years ending December 31:	Operating Leases
2026	$ 1,144,898
2027	1,166,397
2028	677,219
Total future lease payments	2,988,514
Less imputed interest	(164,078)
Total lease liabilities	$ 2,824,436

Rent expense amounted to $892,799, $904,177, $809,813 for the years ended December 31 2025, 2024 and 2023, respectively.

The following table presents lease assets and liabilities and their classification on the consolidated balance sheets:

	Year Ended December 31, 2025	Year Ended December 31, 2024
Assets:		
Operating lease right-of-use assets, noncurrent	$ 2,489,826	$ 3,341,954
Liabilities:		
Current:		
Operating lease liabilities	$ 1,042,232	$ 974,923
Noncurrent:		
Operating lease liabilities, net of current portion	1,782,204	2,824,434
Total lease liabilities	$ 2,824,436	$ 3,799,357

The Company recognizes lease expense related to its office space operating lease and amortization of the ROU asset within selling, general and administrative expense. The Company classifies its ROU assets within its own financial statement line and lease liabilities within other current liabilities and other long-term liabilities, respectively, in its consolidated balance sheets.

Note 6. Note Payable

Long-term debt as of December 31, 2025 and 2024, consists of the following:

	2025	2024
Class A-2 Notes	$ 548,400,000	$ 554,000,000
Class A-1 VFN Notes	50,000,000	-
Less current portion	(5,600,000)	(5,600,000)
Total long-term debt	592,800,000	548,400,000
Less unamortized debt discount and deferred financing costs	(9,851,267)	(11,765,769)
Total long-term debt, net	$ 582,948,733	$ 536,634,231

Note 6. Note Payable (Continued)

On August 19, 2022 (the Closing Date), Goddard Funding LLC, a Delaware limited liability company and indirect subsidiary of the Company (the Issuer), completed a securitization transaction pursuant to which it issued $400.0 million in aggregate principal amount of Series 2022-1 6.864% Fixed Rate Senior Secured Notes, Class A-2 (the 2022 Class A-2 Notes). Goddard Funding LLC received $394.0 million in proceeds from the issuance of the 2022 Class A-2 Notes after deducting the original issue discount of $6.0 million and prior to paying any expenses related to the issuance.

In connection with the issuance of the 2022 Class A-2 Notes, the Issuer also entered into (i) a revolving financing facility that allows for the issuance of up to $20.0 million in Variable Funding Notes (2022 Variable Funding Notes), and certain letters of credit and (2) allows for issuances of advances from time to time in aggregate of $7.0 million of Liquidity Reserve Notes (Liquidity Reserve Notes). The 2022 Variable Funding Notes were undrawn at closing and as of December 31, 2025, 2024 and 2023 there were no advances of the Liquidity Reserve Notes.

In connection with the issuance of the 2022 Class A-2 Notes, the 2022 Variable Funding Notes, and the Liquidity Reserve Notes, Goddard Funding LLC incurred $5.2 million in lender and third-party fees. Of these fees, $4.5 million and the original issue discount described above related to the 2022 Class A-2 Notes and have been recorded as a reduction of long-term debt on the accompanying consolidated balance sheets. The remaining $707,592 of fees related to the 2022 Variable Funding Notes and Liquidity Reserve Notes have been recorded as other noncurrent assets on the accompanying consolidated balance sheets. The debt discount and deferred financing costs attributed to 2022 Class A-2 Notes will be amortized to interest expense through the Anticipated Repayment Date, which is defined below, using the effective interest method. The deferred financing costs attributed to the 2022 Variable Funding Notes will be amortized to interest expense on a straight-line basis through the Anticipated Repayment Date, which is defined below.

The 2022 Class A-2 Notes, the 2022 Variable Funding Notes, and Liquidity Reserve Notes are referred to collectively as the 2022 Notes. The 2022 Notes were issued in a securitization transaction pursuant to which substantially all of the Company's revenue-generating assets held by the Issuer and certain other limited-purpose, wholly-owned direct and indirect subsidiaries of Goddard Holding Guarantor LLC (including the Issuer) (collectively, the Securitization Entities) that have pledged substantially all of their assets to secure the Notes and, with respect to the Securitization Entities other than the Issuer, act as guarantors of the Notes.

While the 2022 Class A-2 Notes are outstanding, payments of principal and interest are required to be made on the 2022 Class A-2 Notes on a quarterly basis. The quarterly payments of principal on the 2022 Class A-2 Notes may be suspended in the event that the senior leverage ratio for the Company and its subsidiaries, including the securitization entities, is, in each case, less than or equal to 5.00x.

The legal final maturity date of the 2022 Class A-2 Notes is in October of 2052, but it is anticipated that, unless earlier prepaid to the extent permitted under the Base Indenture, dated August 19, 2022 (the Indenture), the 2022 Class A-2 Notes will be repaid in October of 2029 (the Anticipated Repayment Date). If the Issuer has not repaid or refinanced the 2022 Class A-2 Notes prior to their Anticipated Repayment Date, additional interest will accrue on the 2022 Class A-2 Notes equal to the greater of (A) 5.00% per annum and (B) a per annum interest rate equal to the excess, if any, by which the sum of (i) the yield to maturity (adjusted to a quarterly bond equivalent basis) on the Anticipated Repayment Date of the United States Treasury Security having a term closest to ten (10) years plus (ii) 5.00%, plus (iii) 4.0%, exceeds the original interest rate.

Interest on the 2022 Variable Funding Notes will be payable at per annum rates based on the adjusted

Note 6. Note Payable (Continued)

term Secured Overnight Financing Rate (SOFR) (SOFR plus a term SOFR adjustment spread) plus 4.15%, or the Base Rate equal to the sum of (a) 3.15% plus (b) the greater of (i) the Series 2022-1 Prime Rate in effect on such day, (ii) the Federal Funds Rate in effect on such day plus 0.50% and (iii) adjusted term SOFR for a one-month tenor in effect on such day plus 1.00%, or the lenders' commercial paper funding rate plus 4.15%. There is a commitment fee on the unused portion of the 2022 Variable Funding Notes facility, equal to 50 basis points per annum. It is anticipated that the principal and interest on the 2022 Variable Funding Notes will be repaid in full on or prior to October 2027, subject to two additional one-year extensions at the option of the Company. Following the anticipated date of repayment (and any extensions thereof), additional interest will accrue on the 2022 Variable Funding Notes equal to 5.00% per annum.

Interest on the Liquidity Reserve Notes will be payable at per annum rates based on the prime rate (a rate of interest publicly announce from a commercial bank mutually agreed upon by the Company and administrative agent, base rate, or prime rate) plus 3.0%, compounded monthly. There is a commitment fee on the unused portion of the Liquidity Reserve Notes advances, equal to 50 basis points per annum. It is anticipated that the principal and interest on the Liquidity Reserve Notes will be repaid in full on or prior to October 2029.

The 2022 Notes are secured by a security interest in substantially all of the assets of the Securitization Entities. The assets of the Securitization Entities include substantially all of the Company's revenue-generating assets in the United States, which principally consist of franchise-related agreements, intellectual property and license agreements for the use of intellectual property.

The 2022 Notes are subject to a series of financial and non-financial covenants and restrictions customary for transactions of this type, including but not limited to (i) that the Issuer pays principal, premium, and interest of the Notes, (ii) maintain and office or agency, (iii) fully perform all material obligations (iv) maintain existing of each Securitization Entity as an LLC, in good standing, (v) comply with laws, (vi) covenants relating to recordkeeping, access to information and similar matters, (vii) no action that would amend or discharge, or refuse performance obligation under the transaction documents and collateral documents, (viii) non-satisfaction of manager termination event procedures, (ix) potential or actual events of default, rapid amortization event, or manager termination events, (x) notice of material proceedings, (xi) prompt responses to requests from trustees, (xii) maintain liens, (xiii) opinion of counsel confirming perfection of liens, (xiv) material adverse effect on pensions or post-retirement benefit plans, (xv) no mergers, (xvi) no indebtedness not permitted by the Indenture, (xvii) breach of the management agreement, and (xviii) only permitted asset dispositions can occur. The Notes are also subject to customary rapid amortization events provided for in the Indenture, including events tied to failure to maintain a certain stated debt service coverage ratio, the calculated system-wide sales being below certain levels on certain measurement dates, certain manager termination events (including in certain cases a change of control of Goddard Systems, LLC), an event of default and the failure to repay or refinance the Notes on the applicable anticipated repayment date. The Notes are also subject to certain customary events of default, including events relating to non-payment of required interest, principal or other amounts due on or with respect to the Notes, the occurrence of an event of bankruptcy, falling below certain thresholds of the interest-only debt service coverage ratio, failure of Securitization Entities to comply with material provisions of its organization documents, certain bankruptcy events, breach of certain ownership requirements of Securitization Entities, breaches of specified representations and warranties, and certain judgments.

On July 19, 2024, Goddard Funding LLC, a Delaware limited liability company and indirect subsidiary of the Company (the Issuer), completed a securitization transaction pursuant to which it issued $160.0 million in aggregate principal amount of Series 2024-1 6.834% Fixed Rate Senior Secured Notes, Class A-2 (the 2024 Class A-2 Notes). Goddard Funding LLC received $94.3 million in proceeds from the

Note 6. Note Payable (Continued)

issuance of the 2024 Class A-2 Notes after deducting the original issue discount of $2.4 million, repaying the Class A-1 Notes of $60.0 million and paying any expenses related to the issuance.

In connection with the issuance of the 2024 Class A-2 Notes, the Issuer also entered into a revolving financing facility that allows for the issuance of up to $50.0 million in Variable Funding Notes (2024 Variable Funding Notes), and certain letters of credit. The 2024 Variable Funding Notes were drawn in full in 2025.

The net proceeds from the issuance of the 2024 Class A-2 Notes and 2024 Variable Funding Notes were used for the purpose of generating cash to recapitalize the Company's balance sheet and to make a distribution to the shareholders of Goddard Systems, LLC.

In connection with the issuance of the 2024 Class A-2 Notes and 2024 Variable Funding Notes, Goddard Funding LLC incurred $3.7 million in lender and third-party fees. Of these fees, $2.2 million and the original issue discount described above related to the 2024 Class A-2 Notes and have been recorded as a reduction of long-term debt on the accompanying consolidated balance sheet. The remaining $1.5 million of fees related to the 2024 Variable Funding Notes have been recorded as deferred financing costs on the accompanying consolidated balance sheet. The debt discount and deferred financing costs attributed to 2024 Class A-2 Notes will be amortized to interest expense through the Anticipated Repayment Date, which is defined below, using the effective interest method. The deferred financing costs attributed to the Variable Funding Notes will be amortized to interest expense on a straight-line basis through the Anticipated Repayment Date, which is defined below.

The 2024 Class A-2 Notes and 2024 Variable Funding Notes are referred to collectively as the 2024 Notes. The 2024 Notes were issued in a securitization transaction pursuant to which substantially all of the Company's revenue-generating assets held by the Issuer and the Securitization Entities that have pledged substantially all of their assets to secure the Notes and, with respect to the Securitization Entities other than the Issuer, act as guarantors of the Notes.

While the 2024 Class A-2 Notes are outstanding, payments of principal and interest are required to be made on the 2024 Class A-2 Notes on a quarterly basis. The quarterly payments of principal on the 2024 Class A-2 Notes may be suspended in the event that the senior leverage ratio for the Company and its subsidiaries, including the securitization entities, is, in each case, less than or equal to 5.00x.

The legal final maturity date of the 2024 Class A-2 Notes is in October of 2054, but it is anticipated that, unless earlier prepaid to the extent permitted under the Base Indenture, dated July 19, 2024 (the 2024 Indenture), the 2024 Class A-2 Notes will be repaid in October of 2031 (the Anticipated Repayment Date). If the Issuer has not repaid or refinanced the 2024 Class A-2 Notes prior to their Anticipated Repayment Date, additional interest will accrue on the 2024 Class A-2 Notes equal to the greater of (A) 5.00% per annum and (B) a per annum interest rate equal to the excess, if any, by which the sum of: (i) the yield to maturity (adjusted to a quarterly bond equivalent basis) on the Anticipated Repayment Date of the United States Treasury Security having a term closest to ten (10) years plus (ii) 5.00%, plus (iii) 4.0%, exceeds the original interest rate.

Interest on the 2024 Variable Funding Notes is payable at per annum rates based on the adjusted term SOFR (SOFR plus a term SOFR adjustment spread) plus 4.15%, or the Base Rate equal to the sum of (a) 3.15% plus (b) the greater of: (i) the Series 2022-1 Prime Rate in effect on such day, (ii) the Federal Funds Rate in effect on such day plus 0.50% and (iii) adjusted term SOFR for a one- month tenor in effect on such day plus 1.00%, or the lenders' commercial paper funding rate plus 4.15%. There is a commitment fee on the unused portion of the 2024 Variable Funding Notes facility, equal to 50 basis points per annum. It is anticipated that the principal and interest on the 2024 Variable Funding Notes will

Note 6 . Note Payable (Continued)

be repaid in full on or prior to October 2031, subject to two additional one-year extensions at the option of the Company. Following the anticipated date of repayment (and any extensions thereof), additional interest will accrue on the 2024 Variable Funding Notes equal to 5.00% per annum.

The 2024 Notes are secured by a security interest in substantially all of the assets of the Securitization Entities. The assets of the Securitization Entities include substantially all of the Company's revenue-generating assets in the United States, which principally consist of franchise-related agreements, intellectual property and license agreements for the use of intellectual property.

The 2024 Notes are subject to a series of financial and non-financial covenants and restrictions customary for transactions of this type, including but not limited to: (i) that the Issuer pays principal, premium, and interest of the Notes, (ii) maintain and office or agency, (iii) fully perform all material obligations (iv) maintain existing of each Securitization Entity as an LLC, in good standing, (v) comply with laws, (vi) covenants relating to recordkeeping, access to information and similar matters, (vii) no action that would amend or discharge, or refuse performance obligation under the transaction documents and collateral documents, (viii) non-satisfaction of manager termination event procedures, (ix) potential or actual events of default, rapid amortization event, or manager termination events, (x) notice of material proceedings, (xi) prompt responses to requests from trustees, (xii) maintain liens, (xiii) opinion of counsel confirming perfection of liens, (xiv) material adverse effect on pensions or post-retirement benefit plans, (xv) no mergers, (xvi) no indebtedness not permitted by the Indenture, (xvii) breach of the management agreement, and (xviii) only permitted asset dispositions can occur. The Notes are also subject to customary rapid amortization events provided for in the Indenture, including events tied to failure to maintain a certain stated debt service coverage ratio, the calculated system-wide sales being below certain levels on certain measurement dates, certain manager termination events (including in certain cases a change of control of Goddard Systems, LLC), an event of default and the failure to repay or refinance the Notes on the applicable anticipated repayment date. The Notes are also subject to certain customary events of default, including events relating to non-payment of required interest, principal or other amounts due on or with respect to the Notes, the occurrence of an event of bankruptcy, falling below certain thresholds of the interest-only debt service coverage ratio, failure of Securitization Entities to comply with material provisions of its organization documents, certain bankruptcy events, breach of certain ownership requirements of Securitization Entities, breaches of specified representations and warranties, and certain judgments.

Note 7. Related-Party Transactions

The Company engages TGS Marketing Fund (TGS), a company affiliated through common ownership, to administer advertising and promotional programs. Advertising expense relating to such programs amounted to $1,076,341, $1,072,642, and $1,275,993 for the years ended December 31, 2025, 2024 and 2023, respectively. The Company pays certain expenses on behalf of TGS for which it is reimbursed. In addition, TGS also administers advertising and promotional programs on behalf of the Company's franchisees. Such costs are incurred directly by the respective franchisees (see Note 1).

Note 8. Retirement Plan

Employees are eligible to participate in a 401(k) retirement plan (the Plan) sponsored by the Company for the years ended December 31, 2025, 2024, and 2023. Participants are eligible on the first of the month following a 60-day wait period after the hire date and the attainment of 21 years of age. In 2025, 2024 and 2023, the Plan and the Predecessor Plan provided for a matching contribution of 75% of the employee's contribution, up to a maximum of 6% of a participant's eligible compensation. Eligible employees are vested in the Company contributions and related investment income after a three-year period.

Note 8. Retirement Plan (Continued)

Matching contribution expense, net of forfeitures, amounted to $758,598, $653,490, $651,828 for the years ended December 31, 2025, 2024 and 2023, respectively.

Note 9. Commitments and Contingencies

Litigation: From time to time, the Company is a defendant in various legal matters and other claims arising in the normal course of business. In the opinion of management, the ultimate disposition of such matters (to the extent not provided for by insurance or otherwise) will not have a material effect upon the Company's financial position, results of operations and cash flows.

Lease Guarantees: From time to time, the Company guarantees franchisees' lease obligations in the event that the franchisees default on their lease obligations. The guarantee period generally is three years. At December 31, 2025, the Company has guaranteed approximately $1.8 million of future lease payments on behalf of franchisees. Management evaluates the Company's exposure to loss at the balance sheet date and provides accruals for such as deemed necessary. No accruals were deemed necessary at December 31, 2025.

Note 10. Unit-based Compensation

Incentive Units: On June 30, 2022, Goddard Ultimate Holdings L.P. granted awards directly to various employees, board members, and nonemployees of Goddard Systems, LLC pursuant to the Incentive Unit Grant Agreement. The Incentive Units are Class A Units and Class B Units granted under the Incentive Unit Grant Agreement. Class A Units and Class B Units have different participation thresholds. There were grants of 2,125,000, 327,500 and 600,000 Class A Units and 2,175,000, 327,500 and 600,000 Class B Units made during the years ended December 31, 2025, 2024 and 2023, respectively.

As of December 31, 2025, 2024 and 2023, the Company had 10,748,717, 10,000,000 and 10,000,000 Incentive Units authorized, of which 5,859,967, 5,000,000 and 5,000,000 are designated as Class A Units and 4,888,750, 5,000,000 and 5,000,000 are designated as Class B Units. Of the 10,748,717, 10,000,000 and 10,000,000 authorized units, 5,859,967, 4,831,250 and 4,600,000 Class A Units and 4,888,750, 4,831,250 and 4,600,000 Class B Units (for a combined total of 10,748,717, 9,662,500 and 9,200,000 Incentive Units) were granted as of December 31, 2025, 2024 and 2023, respectively. The Incentive Units will vest 20% of the units issued one year after the Commencement Date. The remaining 80% will vest quarterly and equally over a period of four years until the fifth anniversary of the Commencement Date.

The Company assesses the fair value of the time-based Class A Units and Class B Units as of the issuance date and records compensation expense on a straight-line basis over the requisite service period. The fair value of the Company's equity is approved by the Company's Management as of the date unit-based awards are granted. In estimating the fair value of the Incentive Units, the Company uses a third-party valuation specialist and considers methodologies and factors it believes are material to the valuation process, including the guideline public company method and the discounted cash flow method of equity valuation. The Company believes the combination of these methodologies and factors provides an appropriate estimate of the expected fair value of the Company and reflects the best estimate of the fair value of the Company's Incentive Units at each grant date.

Note 10. Unit-based Compensation (Continued)

	Year Ended December 31, 2025	Year Ended December 31, 2024
Risk-free interest Rate	3.89%	4.36%
Expected volatility	49.00%	52.49%
Expected dividend yield	0%	0%
Expected term (in years)	2.3 years	2.9 years

The Company recorded unit-based compensation expense related to the Class A and Class B Incentive Units of $4.6 million, $2.4 million and $2.3 million for the years ended December 31, 2025, 2024 and 2023.

Presented below is a summary of the activity of the Company's Class A Incentive Units:

	Number of Units	Weighted Average Grant Date Fair Value
Outstanding, January 1, 2023	4,000,000	1.43
Granted	600,000	1.88
Vested	-	-
Forfeited	-	-
Outstanding, December 31, 2023	4,600,000	1.51
Granted	327,500	1.76
Vested	-	-
Forfeited	(96,250)	1.43
Outstanding, December 31, 2024	4,831,250	1.53
Granted	2,125,000	1.38
Vested	-	-
Forfeited	(817,500)	1.48
Repurchased	(278,783)	1.43
Outstanding, December 31, 2025	5,859,967	1.47
Exercisable, December 31, 2023	1,333,333	1.48
Exercisable, December 31, 2024	2,281,083	1.49
Exercisable, December 31, 2025	3,007,967	1.75

Note 10. Unit-based Compensation (Continued)

Presented below is a summary of the activity of the Company's Class B Incentive Units:

	Number of Units	Weighted Average Grand Date Fair Value
Outstanding, December 31, 2022	4,000,000	0.94
Granted	600,000	1.30
Vested	-	-
Forfeited	-	-
Outstanding, December 31, 2023	4,600,000	1.01
Granted	327,500	1.03
Vested	-	-
Forfeited	(96,250)	0.94
Outstanding, December 31, 2024	4,831,250	1.01
Granted	2,175,000	0.87
Vested	-	-
Forfeited	(2,117,500)	0.93
Outstanding, December 31, 2025	4,888,750	0.96
Exercisable, December 31, 2023	1,333,333	0.98
Exercisable, December 31, 2024	2,281,083	0.98
Exercisable, December 31, 2025	1,274,334	0.83

Unrecognized compensation expense as of December 31, 2025 and 2024, related to these incentive units was $6.7 million and $6.4 million, respectively, which is expected to be recognized over a weighted average period of approximately 3.4 years and 2.8 years, respectively.

Acquired Units: Goddard Ultimate Holdings L.P. granted awards, deemed as profits interests, pursuant to the Unit Grant Agreement for Class L Profits Units (i.e., Acquired Units).

	Year Ended December 31, 2025	Year Ended December 31, 2024
Risk-free interest Rate	3.89%	4.41%
Expected volatility	49.00%	52.80%
Expected dividend yield	0%	0%
Expected term (in years)	2.3 years	3.0 years

For the years ended December 31, 2025, 2024 and 2023, 14,833, 41,137 and 78,860 Class L Profits Units, respectively, were granted pursuant to the Unit Grant Agreement with a stated value of $4.83, $6.00 and $5.52, respectively, per Acquired Unit. The Acquired Units were fully vested immediately as of the date of grant and the Company recognized $71,643, $246,820 and $435,310 of unit-based compensation expense related to the Class L Profits Units, valued using an option pricing model, as of December 31, 2025, 2024 and 2023, respectively. In 2025, 317,224 Acquired Units were repurchased by the Company. The Company recorded unit-based compensation expense of $2.3 million, related to the repurchase of 317,224 units, in 2025.

Note 11. Subsequent Events

The Company's management has evaluated all activity of the Company through April 27, 2026, and concluded that subsequent events are properly reflected in the Company's consolidated financial statements and notes as required by ASC 855, Subsequent Events.

EXHIBITS B-1 AND B-2

LIST OF FRANCHISEES AND FORMER FRANCHISEES

Exhibit B-1

LIST OF GSL FRANCHISEES

(as of December 31, 2025)

School Name	Onsite Owner	Street	City	State	Zip	Main Phone
Buckeye	Nicole Bigham	4320 N. School Hill Road	Buckeye	Arizona	85396	623-255-3290
Cave Creek	Jacob Thompson	4060 E. Peak View Road	Cave Creek	Arizona	85331	480-437-1000
Chandler II	Abigail Mears	244 W Chandler Heights Road	Chandler	Arizona	85248	480-802-0058
Chandler I	Darlene Patton	1815 W. Chandler Boulevard	Chandler	Arizona	85224	480-821-1234
Gilbert I	Bich-Van Thi Phan	1420 N. Higley Road	Gilbert	Arizona	85234	480-830-6028
Gilbert II	Jacob Thompson	720 E. Warner Road	Gilbert	Arizona	85296	480-633-3196
Gilbert III	Penny Mekhanik	4080 E. Germann Road	Gilbert	Arizona	85297	480-988-0185
Goodyear	JoEllen Johnson	13235 W. Thomas Road	Goodyear	Arizona	85395	623-536-8185
Scottsdale	Scott Sample	13940 N. Frank Lloyd Wright Boulevard	Scottsdale	Arizona	85260	480-451-5512
Bentonville	Travis Burkert	3702 SW H Street	Bentonville	Arkansas	72712	479-877-3199
Conway	Layne Ball	300 Hogan Lane	Conway	Arkansas	72034	501-204-0970
Fayetteville I	Brooks Coatney	3916 N. Bellafont Boulevard	Fayetteville	Arkansas	72703	479-262-0970
Fayetteville II	Ellen Hillis	3420 W. Mount Comfort Road	Fayetteville	Arkansas	72704	479-334-2800
Fort Smith	Emily Lunney	9040 Massard Rd	Fort Smith	Arkansas	72916	479-901-0160
Jonesboro	Madison Allison	1770 Mayfield Dr	Jonesboro	Arkansas	72401	870-627-3375
Little Rock	Carol Marshall	15100 Chenal Parkway	Little Rock	Arkansas	72211	501-367-7200
Rogers	Spencer Hill	5303 S. Southern Hills Court	Rogers	Arkansas	72758	479-335-1122
Springdale	Kimberly Circle	193 Fantinel Dr	Springdale	Arkansas	72762	479-487-2155
Brentwood	Geetha Venkataganesh	115 Technology Way	Brentwood	California	94513	925-390-3313
Carlsbad	Shalini Dhiman	4625 Red Bluff Place	Carlsbad	California	92010	760-730-9450
Chino Hills	Nan Song	16258 Pomona Rincon Road	Chino Hills	California	91709	909-308-5800
Folsom	Kaylee Agaman	251 Outcropping Way	Folsom	California	95630	916-936-0377
Ladera Ranch	Christina Muro	1 Aura Lane	Ladera Ranch	California	92694	949-218-6200
Lake Forest	Parina Mehta	20455 Alton Parkway	Lake Forest	California	92630	949-393-1220
Rancho Cordova	William Pu	3370 Zinfandel Drive	Rancho Cordova	California	95670	916-861-0906
Riverside	Mohammad Zafar	18177 Van Buren Boulevard	Riverside	California	92508	951-542-2900
Rocklin	Sharmili Naik	2021 Wildcat Boulevard	Rocklin	California	95765	916-778-6620
Roseville	Vishal Desai	2081 Oak Meadow Drive	Roseville	California	95747	916-945-2203
San Clemente	Vikram Boyapati	1351 Calle Avanzado	San Clemente	California	92673	949-519-3500
San Ramon	Anju Khemani	100 Gatekeeper Road	San Ramon	California	94582	925-560-9694
Tustin	Preeti Patel	1629 Victory Road	Tustin	California	92782	714-439-9450
Arvada II	Daniel Resnick	12720 W. 54th Drive	Arvada	Colorado	80002	720-779-3222
Arvada	Naomi Esquibel Janowiak	14679 W. 87th Parkway	Arvada	Colorado	80005	303-423-1869
Aurora I	Brooke Wright	23905 E. Arapahoe Road	Aurora	Colorado	80016	303-693-3100
Aurora II	Sloan Armstrong	21805 E. Quincy Avenue	Aurora	Colorado	80018	303-693-1700
Castle Rock	Shannon Doyle	4340 Woodlands Boulevard	Castle Rock	Colorado	80104	303-660-9992
Centennial	Shannon Ashamalla	6477 S. Lima Street	Centennial	Colorado	80111	303-738-5922
Colorado Springs	Kumud Anand	8560 Scarborough Drive	Colorado Springs	Colorado	80920	719-495-4432
Reunion	Divya Goel	15320 E. 103rd Place	Commerce City	Colorado	80022	303-222-0994

School Name	Onsite Owner	Street	City	State	Zip	Main Phone
Denver III	David McMurtry	3914 King Street	Denver	Colorado	80211	303-800-0225
Denver II	Elizabeth Meier	1733 Vine Street	Denver	Colorado	80206	303-355-0982
Denver IV	Elizabeth Meier	1501 N. Locust Street	Denver	Colorado	80220	720-543-9797
Northfield	Lance Shimomura	4901 N. Wabash Street	Denver	Colorado	80238	720-943-0672
Denver I	Sloan Armstrong	1400 S. Emerson Street	Denver	Colorado	80210	303-722-2336
Meridian	Kirsten Samel	12700 Lynnfield Drive	Englewood	Colorado	80112	303-708-1838
Erie	Shannon Neddeau	3000 Village Vista Drive	Erie	Colorado	80516	303-828-5202
Fort Collins	Terry Ann Ehrlich	6427 Carmichael Street	Fort Collins	Colorado	80528	970-482-1003
Highlands Ranch	Sheri Fiori	1101 Sgt. Jon Stiles Drive	Highlands Ranch	Colorado	80129	303-470-9899
Lakewood	Shannon O'Hara	12850 W. Alameda Parkway	Lakewood	Colorado	80228	303-237-4558
Littleton	Amanda King	8010 Shaffer Parkway	Littleton	Colorado	80127	303-932-7499
Littleton II	Erin Davis	6975 S Broadway	Littleton	Colorado	80122	720-779-0085
Longmont	Rebecca Hall	1095 Olympia Avenue	Longmont	Colorado	80504	303-772-3501
Louisville	Richard Avirett	380 Centennial Parkway	Louisville	Colorado	80027	720-739-1938
Parker	Kirsten Levisay	11450 S. Pine Drive	Parker	Colorado	80134	303-805-1700
Thornton	Manmohan Kaur Gill	4203 E. 136th Avenue	Thornton	Colorado	80602	303-254-4144
Westminster	Rebecca Hall	4147 Main Street	Westminster	Colorado	80031	303-635-1790
Orchard Park	Ronald Montoya	14325 Orchard Parkway	Westminster	Colorado	80023	303-469-4998
Brookfield	Allison Dell	1 Production Drive	Brookfield	Connecticut	06804	203-740-8136
Danbury	Kellie Mingachos	39 Old Ridgebury Road	Danbury	Connecticut	06810	203-628-2000
Darien - Heights Rd	Kristen Bodenstein	450 Heights Rd	Darien	Connecticut	06820	203-636-0100
Fairfield	Kimberly Sherman	1280 Stratfield Road	Fairfield	Connecticut	06825	203-496-5500
Farmington	Kristina Ford	6 Bridgewater Road	Farmington	Connecticut	06032	860-674-4323
Glastonbury	Mary Popick	208 Eastern Boulevard	Glastonbury	Connecticut	06033	860-633-8600
Monroe	Kimberly Brown-Murray	288 Monroe Turnpike	Monroe	Connecticut	06468	203-544-2110
Newington	Ronley Mavumkal	320 Alumni Road	Newington	Connecticut	06111	860-969-1313
Orange	Sue Ann Cimminello	42 Old Tavern Road	Orange	Connecticut	06477	203-795-5575
Rocky Hill	Jyoti Saxena	1155 Elm Street Extension	Rocky Hill	Connecticut	06067	860-969-0300
Shelton	Denise Brown	749 Bridgeport Ave.	Shelton	Connecticut	06484	203-263-1234
South Windsor	Lauren Smallwood	538 Evergreen Way	South Windsor	Connecticut	06074	860-783-4922
Stamford	Jennifer Brackett	225 High Ridge Rd	Stamford	Connecticut	06905	203-355-3969
Simsbury	Kristina Ford	1 Cooper Ave	Weatogue	Connecticut	06089	860-432-6330
Westport	Kristen Bodenstein	20 Saugatuck Avenue	Westport	Connecticut	06880	203-557-6400
Wilton	Debbie Lee	385 Danbury Road	Wilton	Connecticut	06897	203-408-0865
Hockessin	Janki Patel	157 Lantana Drive	Hockessin	Delaware	19707	302-223-2205
Newark	Joe Stickel	50 Polly Drummond Hill Road	Newark	Delaware	19711	302-454-9454
Wilmington	Payal Talsania	111 S. West Street	Wilmington	Delaware	19801	302-651-7995
Washington - The Wharf	Taylor Pope	910 7th Street SW	Washington	District of Columbia	20024	202-318-1818
Jacksonville II	Christina Register	14230 Spartina Court	Jacksonville	Florida	32224	904-821-0085
Jacksonville III	Elizabeth Scott	8985 Annie Eliza Rd.	Jacksonville	Florida	32256	904-648-9900
Lakewood Ranch	James White	14534 Arbor Green Trail	Lakewood Ranch	Florida	34202	941-752-6600
Land O'Lakes	Kunal Shah	16718 Balance Cove	Land O Lakes	Florida	34638	813-358-4727
Lithia	Chandrashekar Laveti	14106 Spector Road	Lithia	Florida	33547	813-643-2985
Miramar	Anita Chmelnik	12172 Miramar Parkway	Miramar	Florida	33025	954-443-2480

School Name	Onsite Owner	Street	City	State	Zip	Main Phone
Orange Park	Jennifer Wilmoth	415 Meldrum Lane	Orange Park	Florida	32065	904-291-9991
Orlando	Shelina Jiwani	9618 Lake Nona Village Place	Orlando	Florida	32827	407-627-1717
Oviedo	William Sheldon	240 S. Central Avenue	Oviedo	Florida	32765	407-604-1313
Parkland	Dhwani Shah	7827 N. University Drive	Parkland	Florida	33067	954-345-5001
Nocatee	Elizabeth Scott	55 Colonnade Drive	Ponte Vedra	Florida	32081	904-709-4740
Ponte Vedra Beach	Elizabeth Scott	45 Executive Way	Ponte Vedra Beach	Florida	32082	904-373-6600
Riverview	Chandrashekar Laveti	12964 Boggy Creek Drive	Riverview	Florida	33579	813-812-5423
Saint Augustine	Sam Palli	4041 County Road 210 W.	Saint Augustine	Florida	32092	904-441-1188
Saint Johns	Elizabeth Scott	100 Julington Plaza Drive	Saint Johns	Florida	32259	904-230-2002
Sanford	Priya Abraham	155 S. Henderson Lane	Sanford	Florida	32771	407-544-0400
Sarasota	Jennifer Kayali	3000 University Parkway	Sarasota	Florida	34243	941-499-1900
Tampa II	Lorri Frankel	14607 Brick Place	Tampa	Florida	33626	813-926-9820
Tampa I	Samuel Morton Jr.	13401 Tampa Oaks Boulevard	Tampa	Florida	33637	813-978-8100
South Tampa	Samuel Morton Jr.	2401 W. Kennedy Boulevard	Tampa	Florida	33609	813-665-1515
Viera	William Sheldon	8557 Bower Lane	Viera	Florida	32940	321-448-2750
Wellington	Nesli Chmelnik	2665 State Road 7	Wellington	Florida	33414	561-333-2020
Wesley Chapel	Dinesh Patel	2539 Bruce B. Downs Boulevard	Wesley Chapel	Florida	33544	813-603-6100
Winter Garden	Pamela King	2007 Avalon Road	Winter Garden	Florida	34787	407-777-2791
Alpharetta II	Debbie Braun	12665 Crabapple Road	Alpharetta	Georgia	30004	678-366-6161
Alpharetta III	Jenna Ellis	4875 Windward Parkway	Alpharetta	Georgia	30004	770-663-4155
Roswell II	Krupal Singh	2710 Holcomb Bridge Road	Alpharetta	Georgia	30022	770-993-3307
Alpharetta I	Nikisha Patel	11250 State Bridge Road	Alpharetta	Georgia	30022	770-754-4796
Sandy Springs	Jay Bryan	1150 Hammond Drive	Atlanta	Georgia	30328	770-350-9001
Atlanta I	Kellen Stennett	3525 Piedmont Road NE	Atlanta	Georgia	30305	404-467-7577
Atlanta II	Viral Davé	1080 Spring Street	Atlanta	Georgia	30309	404-541-1936
Chamblee	Viral Davé	3467 Pierce Drive NE	Atlanta	Georgia	30341	678-606-9300
Austell	Lauren Macdonald	2465 East West Connector SW	Austell	Georgia	30106	770-943-0655
Buford	Bhoomi Patel	4000 South Bogan Road	Buford	Georgia	30519	770-831-2328
Canton II	Harsh Patel	310 Prominence Point Parkway	Canton	Georgia	30114	770-720-3003
Cumming II	Dimple Mahajan	2565 Freedom Parkway	Cumming	Georgia	30041	770-887-3460
Cumming	Jean Croft	5416 Bethelview Road	Cumming	Georgia	30040	678-455-5151
Dacula	Talbert Hill	1362 Auburn Road	Dacula	Georgia	30019	770-682-8260
Dallas	Meenu Narang	1301 Cedarcrest Road	Dallas	Georgia	30132	678-809-8660
Decatur	Erika Hill	1902 Clairmont Road	Decatur	Georgia	30033	404-480-8220
Flowery Branch	Regina Diaz	5989 Spout Springs Road	Flowery Branch	Georgia	30542	770-967-6737
Kennesaw II	Maitri Desai	3190 Blue Springs Road	Kennesaw	Georgia	30144	770-975-7555
Marietta I	Brielle Hooker	3147 Trickum Road NE	Marietta	Georgia	30066	770-321-8370
Marietta III	Meenu Narang	3401 Ernest Barrett Parkway SW	Marietta	Georgia	30064	678-581-9901
Marietta II	Vicar Ali	3584 Providence Road	Marietta	Georgia	30062	770-579-1190
Peachtree City	Heena Patel	264 S. Peachtree Parkway	Peachtree City	Georgia	30269	470-317-3100
Peachtree Corners	Jarrod Baer	5055 Peachtree Parkway	Peachtree Corners	Georgia	30092	770-446-7939
Roswell I	Viral Davé	11225 Woodstock Road	Roswell	Georgia	30075	770-641-0122
Sandy Springs II	Jay Bryan	6425 Roswell Road	Sandy Springs	Georgia	30328	470-571-1700

School Name	Onsite Owner	Street	City	State	Zip	Main Phone
Snellville	Nima Desai	1565 Janmar Road	Snellville	Georgia	30078	678-344-0042
Sugar Hill	Theodore Ray	210 Peachtree Industrial Boulevard	Sugar Hill	Georgia	30518	770-831-2588
Suwanee III	Erika Hill	1460 Satellite Boulevard NW	Suwanee	Georgia	30024	770-476-1760
Suwanee I	Manpreet Kaur	4410 Johns Creek Parkway	Suwanee	Georgia	30024	678-475-0701
Suwanee II	Robin Ray	3710 Old Atlanta Road	Suwanee	Georgia	30024	770-844-6546
Vinings	Evin Dominguez	2375 Log Cabin Drive	Vinings	Georgia	30339	770-432-1231
Woodstock	Laurie Buckley	3115 Parkbrooke Circle	Woodstock	Georgia	30189	770-516-0880
Canton I	Pinki Patel	140 Foster Road	Woodstock	Georgia	30188	770-720-1311
Meridian	Richard Antl	2009 S. Wells Avenue	Meridian	Idaho	83642	208-427-8800
Arlington Heights	Suhasini Doddapeneni	1316 N. Arlington Heights Road	Arlington Heights	Illinois	60004	224-857-2800
Aurora	Akhtar Zaman	949 Waterford Drive	Aurora	Illinois	60504	630-898-8411
Bloomingdale	Amrita Dandona	92 Stratford Drive	Bloomingdale	Illinois	60108	630-893-5633
Buffalo Grove	Nitin Joneja	1050 Barclay Boulevard	Buffalo Grove	Illinois	60089	847-403-1800
Carol Stream	Majlinda Gjini	502 S. Schmale Road	Carol Stream	Illinois	60188	630-614-1212
Cary	Kimberly Mitchem	801 Georgetown Drive	Cary	Illinois	60013	847-639-1160
Chicago II	Boris Kholyavsky	2500 West Bradley Place	Chicago	Illinois	60618	773-820-9998
Chicago IV	Devinder Singh,Naina Singh	776 W. Quincy Street	Chicago	Illinois	60661	312-625-8866
Chicago I	Jason Pullukat	1127 W. Armitage Avenue	Chicago	Illinois	60614	773-868-3011
Chicago III	Soumya Terala	2007 S. Indiana Avenue	Chicago	Illinois	60616	312-626-5959
Darien	Michael Petrucelli	8350 Lemont Road	Darien	Illinois	60561	630-985-7117
Deerfield	Evgenia Kovelman	475 Lake Cook Road	Deerfield	Illinois	60015	847-349-4499
Edwardsville	Jessica Jones	801 S. Arbor Vitae	Edwardsville	Illinois	62025	618-692-9464
Elgin	Sheryl Nelson	2496 Bushwood Drive	Elgin	Illinois	60124	847-783-0083
Hawthorn Woods	Yaroslav Leshchinsky	50 Landover Parkway	Hawthorn Woods	Illinois	60047	847-438-8866
Lake in the Hills	Kumud Kaushal	4561 Princeton Lane	Lake in the Hills	Illinois	60156	847-669-6390
Lockport	Sabina Shah	16523 W. 159th Street	Lockport	Illinois	60441	815-415-9100
Mokena	Nilmadhab Saha	11900 Francis Road	Mokena	Illinois	60448	708-390-8880
Naperville II	Marinella Ellis	1928 Springbrook Square Drive	Naperville	Illinois	60564	630-355-7199
Naperville I	Sharon Tortoriello	1032 104th Street	Naperville	Illinois	60564	630-355-5665
North Aurora	Michael Gayed	301 Miller Drive	North Aurora	Illinois	60542	630-907-9177
Plainfield I	Jane Faynshteyn	24829 W. 135th Street	Plainfield	Illinois	60544	815-609-5970
Plainfield II	Monica Reasonova	5005 W. Theodore Street	Plainfield	Illinois	60586	815-254-1679
Round Lake	Lorelei Calta	1155 S. Amarias Drive	Round Lake	Illinois	60073	847-201-1880
Saint Charles	Anisa Ali	200 N. Tyler Road	Saint Charles	Illinois	60174	630-513-0100
Schaumburg	Susan Luisi	1001 E. Woodfield Road	Schaumburg	Illinois	60173	847-413-8777
Village of Shiloh	Emily O'Neil	1160 Fortune Boulevard	Shiloh	Illinois	62269	618-624-2750
Skokie	Mary Fratini	9651 Gross Point Road	Skokie	Illinois	60076	847-773-0200
Springfield	Miranda Fiore	3411 Hedley Road	Springfield	Illinois	62711	217-210-4545
Third Lake	Terry Brooks	34638 N US Highway 45	Third Lake	Illinois	60030	847-543-9075
Vernon Hills	Virginia Goodspeed (Ley)	461 W. Townline Road	Vernon Hills	Illinois	60061	847-680-1886
Avon	Robert Cummins	8547 E. US Highway 36	Avon	Indiana	46123	317-272-1337
Brownsburg	Jennifer Busenbark	1065 Patrick Place	Brownsburg	Indiana	46112	317-852-5644
Carmel III	Denise Boo Manders	10445 Commerce Drive	Carmel	Indiana	46032	317-415-0408

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Carmel I	Megan Greek	160 Medical Drive	Carmel	Indiana	46032	317-705-0875
Carmel II	Ray Bylinowski	14777 Oak Road	Carmel	Indiana	46033	317-569-0599
Fishers II	Anthony Busack	12818 E. 116th Street	Fishers	Indiana	46037	317-842-6888
Fishers I	Ray Bylinowski	11479 Fishers Point Boulevard	Fishers	Indiana	46038	317-594-4400
Fort Wayne	Shakeel Ahmed	8766 Coldwater Road	Fort Wayne	Indiana	46825	260-207-4044
Granger	Bhavesh Patel	14201 State Road 23	Granger	Indiana	46530	574-314-9499
Greenwood	Shital Patel	5044 Bancroft Lane	Greenwood	Indiana	46142	317-884-1850
Southport	Jennifer Griffin	7909 McFarland Lane	Indianapolis	Indiana	46237	317-888-4998
Lawrence	Rosita Haga	10925 Cork Place	Indianapolis	Indiana	46236	317-826-7522
Indianapolis	Tana Patel	4560 E. 62nd Street	Indianapolis	Indiana	46220	317-800-7300
Noblesville	Kathryn Bird	15333 Union Chapel Road	Noblesville	Indiana	46060	317-434-0400
Westfield	Lauren Budimir	55 E. Spring Mill Pointe Drive	Westfield	Indiana	46074	317-804-4500
Zionsville	Dea Carmichael	1640 W. Oak Street	Zionsville	Indiana	46077	317-733-8855
Waukee	Elizabeth Smith	80 NE Carefree Lane	Waukee	Iowa	50263	515-297-6555
Olathe II	Mandy Ellis	21820 W. 115th Terrace	Olathe	Kansas	66061	913-768-4499
Overland Park II	Jerri Dawn Pulido	14330 Metcalf Avenue	Overland Park	Kansas	66223	913-681-1610
Overland Park III	Samia Gadit	13551 Pflumm Road	Overland Park	Kansas	66221	913-764-1331
Overland Park I	Shazia Ali	11060 Oakmont Street	Overland Park	Kansas	66210	913-451-1066
Shawnee	Lisa Heinbach	22885 W. 68th Terrace	Shawnee	Kansas	66226	913-441-0524
Florence	Missy Owens	1501 Cavalry Lane	Florence	Kentucky	41042	859-525-0555
Fort Mitchell	Juliana Kampinga	205 Grandview Drive	Ft Mitchell	Kentucky	41017	859-331-8400
Arnold	Heidi Ricci	1 E. Joyce Lane	Arnold	Maryland	21012	410-544-0310
Bare Hills	Hannah Thomas	7300 Old Pimlico Road	Baltimore	Maryland	21209	410-486-2305
Baltimore II	Kinnari Patel	1000 S. Highland Avenue	Baltimore	Maryland	21224	443-842-5300
White Marsh I	Krystle Molite	4960 Mercantile Road	Baltimore	Maryland	21236	410-933-3833
Baltimore III	Leena Patel	1111 Key Highway East	Baltimore	Maryland	21230	410-943-2220
Middle River	Mary Ukens	11560 Crossroads Circle	Baltimore	Maryland	21220	410-600-1014
Bel Air	Brenda Walker	2017 Emmorton Road	Bel Air	Maryland	21015	410-569-9888
Bethesda	Michael Pesi	6400 Goldsboro Rd	Bethesda	Maryland	20817	240-630-2400
Bowie	Nitirwork Armstrong	14200 Annapolis Road	Bowie	Maryland	20720	301-262-2510
Clarksburg	Talbott Noyes	22010 Frederick Road	Boyds	Maryland	20841	301-540-1231
Annapolis	Rita Patel	304 Harry S Truman Pkwy, Suites A-C	Cape Saint Claire	Maryland	21401	410-881-7400
Columbia II	Dawn-Lynn Moratis	10220 Old Columbia Road	Columbia	Maryland	21046	410-531-1511
Edgewater	David Collins	110 East Central Avenue	Edgewater	Maryland	21037	410-604-4111
Eldersburg	David Collins	6300 Goddard Park Drive	Eldersburg	Maryland	21784	410-549-8822
Ellicott City	Sandra Flax	5633 Waterloo Road	Ellicott City	Maryland	21043	410-730-1500
Forest Hill	William David O'Brien	460 Granary Road	Forest Hill	Maryland	21050	410-420-1859
Urbana II	John Pelicano	3381 Sunset Ridge Dr	Frederick	Maryland	21704	301-246-6300
Frederick	Thankamma Mathews	2080 Yellow Springs Road	Frederick	Maryland	21702	301-631-6699
Gaithersburg	James Worley	900 Wind River Lane	Gaithersburg	Maryland	20878	301-208-8787
Gambrills	Manisha Parekh	2409 Queen Mitchell Road	Gambrills	Maryland	21054	410-721-0000
Hanover	Melvise Powell	7538 Teague Road	Hanover	Maryland	21076	410-684-2601
New Market	Marisha Leber	10310 Silverside St	Ijamsville	Maryland	21754	301-304-1600
Laurel	Courtney Feather	14250 Park Center Drive	Laurel	Maryland	20707	240-547-1470

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Linthicum	Kenneth Julian	505 Progress Drive STE. 106	Linthicum	Maryland	21090	410-220-5235
Marriottsville	Sheeba Mathew	2200 Brighton Run Court	Marriottsville	Maryland	21104	410-442-2122
Millersville	Dipti Singh	8539 Veterans Highway	Millersville	Maryland	21108	410-987-2892
Mount Airy	Gina Del Gandio	2002 Back Acre Circle	Mount Airy	Maryland	21771	301-829-5323
North Bethesda	James Worley	5420 Edson Lane	North Bethesda	Maryland	20852	301-973-3232
Olney	Tracy Rana	3421 Morningwood Drive	Olney	Maryland	20832	301-683-9200
Owings Mills	Tarun Patel	9720 Watts Road	Owings Mills	Maryland	21117	410-902-0889
Pasadena	Sandra Julian	35 Magothy Beach Road	Pasadena	Maryland	21122	410-439-9655
Rockville I	Ross Flax	900 Gaither Road	Rockville	Maryland	20850	301-330-2300
Silver Spring	Ashley Harvey	8611 Second Avenue	Silver Spring	Maryland	20910	301-830-4505
Sparks	Anthony (Chuck) Sabia	14630 York Road	Sparks	Maryland	21152	410-472-2232
Towson	Kara Wood	807 Gleneagles Court	Towson	Maryland	21286	410-372-6670
Urbana	Jill Pelicano	3825 Carriage Hill Drive	Urbana	Maryland	21704	240-699-0006
Waldorf	Hasna Belayachi	7005 Saint Florian Drive	Waldorf	Maryland	20603	301-638-9777
Auburn	Matt Flandreau	494 Washington Street	Auburn	Massachusetts	01501	508-832-7400
Bedford	Wendy Libby	52 Middlesex Turnpike	Bedford	Massachusetts	01730	781-275-7880
Bellingham	Amy Peterson	6 S. Maple Street	Bellingham	Massachusetts	02019	508-966-4844
Braintree	Mindy Zenga	371 Grove St	Braintree	Massachusetts	02184	781-356-0616
Charlestown	Mark Hunter	100 1st Ave	Charlestown	Massachusetts	02129	617-798-1544
Dedham	Kristin McNulty	20 Carematrix Drive	Dedham	Massachusetts	02026	781-452-9900
Framingham	Tivona Hill	600 Staples Dr.	Framingham	Massachusetts	01702	508-834-9455
Lexington	Yang Shu	332 Concord Avenue	Lexington	Massachusetts	02421	781-430-8333
Medfield	Tshering Gurung	90 N. Meadows Road	Medfield	Massachusetts	02052	508-359-6263
Middleton II	Johann Hunter	244 Maple Street	Middleton	Massachusetts	01949	978-762-7620
Milton	Gautam (Lucky) Verma	193 Central Avenue	Milton	Massachusetts	02186	617-690-8448
Northborough	Dipak Biswas	10 Davis Street	Northborough	Massachusetts	01532	508-393-0805
Quincy	Kristin McNulty	1200 Crown Colony Drive	Quincy	Massachusetts	02169	617-546-1755
Reading	Sarah Blumenstock Girrell	10 Torre Street	Reading	Massachusetts	01867	781-942-0023
Saugus	Mark Hunter, Sr.	248 Lynn Fells Parkway	Saugus	Massachusetts	01906	781-484-0600
Sudbury	Farzeen Fareed	437 Boston Post Road	Sudbury	Massachusetts	01776	978-209-0500
Watertown	Rajeet (Simmi) Verma	26 Chestnut Street	Watertown	Massachusetts	02472	617-402-5220
Wayland	Amal Akrawi	367 Commonwealth Road	Wayland	Massachusetts	01778	508-655-2200
Wellesley	Shuo Sun	141 Linden Street	Wellesley	Massachusetts	02482	781-705-2530
Westford	Nina Lee	162 Concord Road	Westford	Massachusetts	01886	978-692-3531
Weston	Sally Andrea	2 North Avenue	Weston	Massachusetts	02493	781-296-8790
Woburn	Shuo Sun	205 Cambridge Rd	Woburn	Massachusetts	01801	781-569-8955
Worcester	Xin Xin	287 Grove Street	Worcester	Massachusetts	01605	774-415-0333
Beverly Hills	Matthew Cibor	31655 Southfield Rd	Beverly Hills	Michigan	48025	248-850-1103
Canton	Trevor Seiter	6697 N. Canton Center Road	Canton	Michigan	48187	734-454-4737
Clarkston	Heidi Marini	6440 Citation Drive	Clarkston	Michigan	48346	248-605-0415
Grand Rapids I	Kellie Lee Olson	1544 Macnider Road SE	Grand Rapids	Michigan	49546	616-954-7550
Grand Rapids III	Whitney Mooney	2911 Knapp Street NE	Grand Rapids	Michigan	49525	616-208-9292
Grand Rapids II	Lindsey Moore	5820 Bayberry Farms Drive SW	Grandville	Michigan	49418	616-202-2777
Lake Orion	Kellie McDonald	935 E. Silverbell Road	Lake Orion	Michigan	48360	248-364-4401

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Macomb	Mary Ginzinger	53300 Hayes Road	Macomb	Michigan	48042	586-786-5862
Macomb - Companion	Mary Ginzinger	15380 Wellington Center Blvd	Macomb	Michigan	48044	586-265-2025
Novi	Derick Doe	48600 Grand River Avenue	Novi	Michigan	48374	248-938-0400
Novi II	Kevin Kempl,Kristine Kempl	39659 W. 13 Mile Road	Novi	Michigan	48377	248-313-4102
Oxford	Laura Seiter	55 Gateway Drive	Oxford	Michigan	48371	248-628-6268
Rochester Hills	Sandeep (Sundeep) Chada	820 E. Auburn Road	Rochester Hills	Michigan	48307	248-710-2100
Albertville	Amita Aggarwal	5301 Labeaux Avenue NE	Albertville	Minnesota	55301	612-438-2595
Blaine	Michael Sokol	12612 Central Avenue NE	Blaine	Minnesota	55434	763-275-9797
Brooklyn Park	Tina Joens	9295 Zane Avenue N.	Brooklyn Pk	Minnesota	55443	763-424-9555
Chanhassen	Steven Errington	7805 Great Plains Boulevard	Chanhassen	Minnesota	55317	952-934-3221
Eagan	Kara Berdahl	1552 Quarry Road	Eagan	Minnesota	55121	651-321-1220
Edina	Hetal Agrawal	7201 Washington Avenue S.	Edina	Minnesota	55439	612-438-2288
Lakeville	Mary Sue Walker	16189 Elmhurst Lane	Lakeville	Minnesota	55044	952-232-6761
Medina	Lisa Amic	345 Clydesdale Trail	Medina	Minnesota	55340	763-392-5260
Minnetonka	Nicole Dennis	14900 Hwy 7	Minnetonka	Minnesota	55345	952-522-7601
Plymouth	Anthony Miller	16755 County Road 24	Plymouth	Minnesota	55447	763-557-7020
Rochester MN	Callie Voelz	2364 Valleyhigh NW	Rochester	Minnesota	55901	507-816-8500
Woodbury II	Shannon Gehrmann	645 Settlers Ridge Parkway	Woodbury	Minnesota	55129	651-368-7500
Woodbury	Shannon Gehrmann	4136 Radio Drive	Woodbury	Minnesota	55129	651-350-0500
Arnold	Andria Barbieri	3228 Miller Road	Arnold	Missouri	63010	636-296-3160
Chesterfield	Scott Rinaberger	1633 Kehrs Mill Road	Chesterfield	Missouri	63005	636-519-0808
Creve Coeur	Jason Brunk	11222 Olive Boulevard	Creve Coeur	Missouri	63141	314-677-1414
Fenton	Samantha Metzler	1157 Smizer Mill Road	Fenton	Missouri	63026	636-343-7007
Liberty	Mark Manns	8441 NE Shoal Creek Valley Drive	Kansas City	Missouri	64157	816-429-1919
Lee's Summit III	Barbara Burrows	3301 NE Ralph Powell Road	Lees Summit	Missouri	64064	816-293-9393
Lee's Summit II	Summer Borgmann	1000 SW Longview Park Drive	Lees Summit	Missouri	64081	816-600-0700
Manchester	Marla Brunk	1108 Sulphur Spring Road	Manchester	Missouri	63021	636-686-7277
O'Fallon	Corey Renaud Moore	9008 Phoenix Parkway	O Fallon	Missouri	63368	636-561-8559
Rock Hill	Jody McManus	906 N. Rock Hill Road	Rock Hill	Missouri	63119	314-918-1210
Saint Charles	Denise McConachie	1402 Gettysburg Landing Road	Saint Charles	Missouri	63303	636-441-9037
Oakville	Cynthia Pyatt	6040 Telegraph Road	Saint Louis	Missouri	63129	314-293-1200
Saint Peters	Allison Farmer	700 Old Salt Lick Road	Saint Peters	Missouri	63376	636-397-0399
Wentzville	Marla Brunk	1513 Wentzville Parkway	Wentzville	Missouri	63385	636-327-5991
Omaha	Keri Larson	17660 Welch Plaza	Omaha	Nebraska	68135	402-891-4897
Henderson	Jyoti Verma	2680 Pecos Ridge Parkway	Henderson	Nevada	89052	702-566-0255
Las Vegas II	Ernesto Castro	8840 S. Rainbow Boulevard	Las Vegas	Nevada	89139	702-728-5577
Las Vegas I	Gagan Verma	212 E. Starr Avenue	Las Vegas	Nevada	89183	702-551-2515
Las Vegas III	Lindsay Tom	7560 Grand Teton Drive	Las Vegas	Nevada	89131	702-899-5220
Reno II	Denise Cross	455 Somersett Parkway	Reno	Nevada	89523	775-787-1070
Reno I	Michelle Motherway	8650 Technology Way	Reno	Nevada	89521	775-853-0511
Sparks	Kristen Harper	751 Los Altos Parkway	Sparks	Nevada	89436	775-626-5678
Derry	Samantha Baldini	12 Tsienneto Road	Derry	New Hampshire	03038	603-432-2210
Nashua	Samantha Baldini	8 Townsend West	Nashua	New Hampshire	03063	603-594-2800

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Bordentown	Kamran Ali	231 Crosswicks Road	Bordentown	New Jersey	08505	609-291-1800
Branchburg	Leena Kansagra	3322 US Route 22 W.	Branchburg	New Jersey	08876	908-231-8600
Brick	Megan Sweitzer	65 Drum Point Road	Brick	New Jersey	08723	732-920-0229
Burlington	Pallavi Patel	1750 Bustleton Road	Burlington	New Jersey	08016	609-387-0311
Cherry Hill	Kamran Ali	2050 Springdale Road	Cherry Hill	New Jersey	08003	856-751-7234
Clinton	Sumara Ahmad	1541 Route 31	Clinton	New Jersey	08809	908-752-4664
Delran	John Minar	90 Hartford Road	Delran	New Jersey	08075	856-461-2250
Denville	Tina Iannuzzelli	3175 Route 10 E.	Denville	New Jersey	07834	973-328-8588
Elmwood Park	Vonmarie Ramos	301 Riverfront Boulevard	Elmwood Park	New Jersey	07407	201-468-9841
Englewood Cliffs	Stephanie Chiang-Stavish	120 Charlotte Place	Englewood Cliffs	New Jersey	07632	201-582-6160
Ewing	Jessica Fisher	158 Scotch Road	Ewing	New Jersey	08628	609-883-6800
Fairfield	Amy Emann	76 Little Falls Road	Fairfield	New Jersey	07004	973-227-5577
Fanwood	Tracy Brace	324 South Avenue	Fanwood	New Jersey	07023	908-232-5250
Flanders	Andrea Beltram	244 Route 206 S.	Flanders	New Jersey	07836	973-598-1555
Flemington	Amarnadh Kachepalli	4 Minneakoning Road	Flemington	New Jersey	08822	908-237-2050
Florham Park	Anita Lad	190 Campus Drive	Florham Park	New Jersey	07932	973-437-5100
Forked River	Toni Ann Eckerson	214 Lacey Road	Forked River	New Jersey	08731	609-971-0051
Freehold I	John Hanf	230 Schanck Road	Freehold	New Jersey	07728	732-431-2555
Hamilton II	Kimberly Maldonado	3564 Quakerbridge Road	Hamilton	New Jersey	08619	609-588-0880
Hamilton I	Lynn Krall	2500 Kuser Road	Hamilton	New Jersey	08691	609-631-9311
Hazlet	Arushi Daggumati	560 Holmdel Road	Hazlet	New Jersey	07730	732-335-4400
Hillsborough	Timothy Hoy	378 South Branch Road	Hillsborough	New Jersey	08844	908-371-1499
Woodbridge	Noel Wortman	400 Gill Lane	Iselin	New Jersey	08830	732-283-0090
Jersey City	Laura Kulkarni	425 Washington Blvd	Jersey City	New Jersey	07310	551-353-1055
Laurel Springs	Alexis Caputo	1167 Chews Landing Road	Laurel Springs	New Jersey	08021	856-566-5600
Livingston	Nicole Harrison	92 S. Livingston Avenue	Livingston	New Jersey	07039	862-245-7300
Lyndhurst	Mona Patel	430 Lewandowski St	Lyndhurst	New Jersey	07071	201-355-4588
Manalapan	Joseph Spinosi	22 Wilson Avenue	Manalapan	New Jersey	07726	732-446-5155
Maplewood - Companion	Laura Kulkarni	50 Burnett Ave	Maplewood	New Jersey	07040	973-561-0255
Marlboro I	Paul Cerami	15 School Road E.	Marlboro	New Jersey	07746	732-303-7877
Old Bridge I	Nancy Erath	300 Belchase Court	Matawan	New Jersey	07747	732-441-3500
Medford	Walter Pinkas	10 Jennings Road	Medford	New Jersey	08055	609-714-8686
Middletown	Lena Picciurro	209 Harmony Road	Middletown	New Jersey	07748	732-706-5600
Millburn	Laura Kulkarni	161 Millburn Avenue	Millburn	New Jersey	07041	973-671-4500
Montclair	Marianne Romola	2 Seymour Plaza	Montclair	New Jersey	07042	973-433-5022
Moorestown II	Jerry Peluso	240 W. Route 38	Moorestown	New Jersey	08057	856-235-7006
Marlboro II	James Fritz	50 Route 520	Morganville	New Jersey	07751	732-617-8181
Mount Laurel	Sameen Sabir-Ali	2026-D Briggs Road	Mount Laurel	New Jersey	08054	856-727-4222
Mullica Hill	Karen Dimes	233 N. Main Street	Mullica Hill	New Jersey	08062	856-478-4045
North Brunswick	Behrooz Goodarz	1846 U.S. Route 1	North Brunswick	New Jersey	08902	732-951-9200
Norwood	Anthony Vassallo	15 Brook Street	Norwood	New Jersey	07648	201-750-2200
Old Bridge II	Bryan Scheff	1480 Englishtown Road	Old Bridge	New Jersey	08857	732-416-9600
Paramus	Bill Kim	332 Forest Avenue	Paramus	New Jersey	07652	201-470-6245
Parsippany	Nerale Patel	311 Smith Road	Parsippany	New Jersey	07054	973-386-5550

School Name	Onsite Owner	Street	City	State	Zip	Main Phone
Piscataway	Laura O'Donnell	376 South Randolphville Road	Piscataway	New Jersey	08854	732-981-1133
Princeton	Bryan Scheff	29 Emmons Drive	Princeton	New Jersey	08540	609-734-0909
Ramsey	Bill Kim	150 Hilltop Road	Ramsey	New Jersey	07446	201-825-2141
Randolph	Jonathan Riczko	1570 Sussex Turnpike	Randolph	New Jersey	07869	973-584-1154
Washington Township	Maureen Peluso	3 Plaza Drive	Sewell	New Jersey	08080	856-256-8200
Sicklerville	Jaclyn Salter	1601 Sicklerville Road	Sicklerville	New Jersey	08081	856-401-3111
Skillman	Sanjay Tuladhar	876 Route 518	Skillman	New Jersey	08558	609-608-9339
Somerset	Vanessa Taneja	149 Pierce Street	Somerset	New Jersey	08873	732-366-1010
Sparta	James Freda	107 Main Street	Sparta	New Jersey	07871	973-726-4110
Spotswood	James Kugit	206 Summerhill Road	Spotswood	New Jersey	08884	732-723-0900
Long Hill Township	Sumara Ahmad	57 Plainfield Road	Stirling	New Jersey	07980	908-991-7373
Swedesboro	Marc Zahirnyi	553 Beckett Road	Swedesboro	New Jersey	08085	856-467-8477
Tinton Falls	Adam Heckendorn	4 Hartford Drive	Tinton Falls	New Jersey	07701	732-933-4888
Toms River I	Karyn Smykowski	36 Bey Lea Road	Toms River	New Jersey	08753	732-240-2121
Montville	Maria Bondoc	2 Jacksonville Road	Towaco	New Jersey	07082	973-299-9600
Voorhees	Tracy Sortino	1211 Haddonfield Berlin Road	Voorhees	New Jersey	08043	856-346-1234
Wall	David Strumeier	1981 Highway 34	Wall	New Jersey	07719	732-974-8314
Wayne	Alpa Kabse	2086 Hamburg Turnpike	Wayne	New Jersey	07470	973-839-3980
West Long Branch	Jeffrey Strumeier	361R Monmouth Road	West Long Branch	New Jersey	07764	732-571-2244
West Orange	Nicole Harrison	303 Mt. Pleasant Avenue	West Orange	New Jersey	07052	973-609-5600
West Windsor	Stuart Wilensky	1306 Windsor-Edinburg Road	West Windsor	New Jersey	08550	609-443-1200
Westampton	Christine Matthey	881 Woodlane Road	Westampton	New Jersey	08060	609-267-8400
North Bellmore	Wendy Somers	1641 Bellmore Road	Bellmore	New York	11710	516-464-1010
Hastings On Hudson	Jaynne Mayhue-Yu	1 Jackson Avenue	Hastings on Hudson	New York	10706	914-478-1390
Manhattan IV	Bill Swan	2109 Broadway	New York	New York	10023	646-838-5181
Manhattan I	Bill Swan	2495 Broadway	New York	New York	10025	212-712-2727
Manhattan II	Maria Conti-Swan	1725 York Avenue	New York	New York	10128	212-860-5306
Manhattan V - StuyTown	Raminder Singh	315 Avenue C	New York	New York	10009	212-462-2524
Manhattan III	Ribli Singh	751 2nd Avenue	New York	New York	10017	646-809-3555
Pittsford	Gary Graziano	131 Sully's Trail	Pittsford	New York	14534	585-381-0160
Stony Brook	Nirav Shah	211 Hallock Road	Stony Brook	New York	11790	631-248-2288
Wappingers Falls	John Yu	50 Van Wyck Lane	Wappingers Falls	New York	12590	845-226-4799
Apex	Diane Bowden	903 Olive Chapel Road	Apex	North Carolina	27502	919-362-3999
Apex II	Frank Cariello	3701 Green Level West Road	Apex	North Carolina	27523	919-258-2000
Asheville	John Cheatham	12 Lake Drive	Candler	North Carolina	28715	828-463-3200
Cary III	Geetika Gupta	2385 Kildaire Farm Road	Cary	North Carolina	27518	919-307-5200
Cary	Lea Gombar	1177 NW Maynard Road	Cary	North Carolina	27513	919-466-0008
Chapel Hill	Ashish Tripathi	1162 Martin Luther King Jr. Boulevard	Chapel Hill	North Carolina	27514	919-933-9022
Charlotte III	Amanda Cash	2545 Galloway Road	Charlotte	North Carolina	28262	980-337-4888
Charlotte II	Susan Monbarren	13820 Ballantyne Corporate Place	Charlotte	North Carolina	28277	704-544-1998
Concord I	John Sieverts	10080 Edison Square Drive NW	Concord	North Carolina	28027	704-947-9011
Concord II	Malvika Maheshwary	360 Coddle Market Drive NW	Concord	North Carolina	28027	704-800-4440
Cornelius	Brian Jeep	18110 Manhatten Parkway	Cornelius	North Carolina	28031	704-894-0454

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Durham	Mehul Desai	5300 Fayetteville Road	Durham	North Carolina	27713	919-544-3311
Fuquay-Varina	Carla Wahdan	655 Old Honeycutt Road	Fuquay Varina	North Carolina	27526	919-552-8359
Holly Springs	Aasheesh Upadhyaya	801 Earp Street	Holly Springs	North Carolina	27540	919-552-3196
Huntersville	Tarika Patel	9534 Kincey Avenue	Huntersville	North Carolina	28078	704-489-3893
Indian Trail	Alpa Patel	1004 Harvest Red Road	Indian Trail	North Carolina	28079	704-289-8103
Matthews	David Darmstaedter	9631 Northeast Parkway	Matthews	North Carolina	28105	704-321-1310
Mooresville	Barbra Bryan	111 Goddard Way	Mooresville	North Carolina	28117	704-663-5006
Morrisville	Parul Gandhi	4027 Davis Drive	Morrisville	North Carolina	27560	919-467-0467
Raleigh II	Hiral Mehta	6600 Creedmoor Road	Raleigh	North Carolina	27613	919-787-5002
Raleigh Ridge	Jon Seier	1215 Ridge Road	Raleigh	North Carolina	27607	919-578-8883
Raleigh I	Kruti Desai	10550 Little Brier Creek Lane	Raleigh	North Carolina	27617	919-572-0678
Raleigh IV	Ramanpreet Chaddha	6701 Archwood Avenue	Raleigh	North Carolina	27616	984-733-3600
Wake Forest	Audrey Carver	1308 Heritage Links Drive	Wake Forest	North Carolina	27587	919-570-1005
Waxhaw	Leland Maddox	1528 Providence Road S.	Waxhaw	North Carolina	28173	704-243-0120
Fargo	Marshelle Bittner	4665 44th Avenue South	Fargo	North Dakota	58104	701-492-2959
Akron	Martin Marinos	105 Springside Drive	Akron	Ohio	44333	330-665-3035
Aurora	Scott DiMuzio	70 N Chillicothe Rd	Aurora	Ohio	44202	440-600-3878
Avon	Angela Baker	2555 Hale Street	Avon	Ohio	44011	440-934-3300
Avon Lake	Eric Baker	430 Avon Belden Road	Avon Lake	Ohio	44012	440-961-0328
Beachwood	Kristina Turk	3875 S. Green Road	Beachwood	Ohio	44122	216-545-7888
Beavercreek	Laura Durrant	1423 Grange Hall Road	Beavercreek	Ohio	45430	937-427-2966
Boardman	Rachel Eisenman	7203 Bristlewood Drive	Boardman	Ohio	44512	330-965-0599
Broadview Heights	Kyle Thomas	7655 Town Centre Drive	Broadview Heights	Ohio	44147	440-740-1234
Canal Winchester	Eric Park	6405 Canal Street	Canal Winchester	Ohio	43110	614-920-9810
Centerville	Angela Norman	10685 Dayton Lebanon Pike	Centerville	Ohio	45458	937-886-0800
Chagrin Falls	Kimberly DiMuzio	16706 Chillicothe Road	Chagrin Falls	Ohio	44023	440-543-2889
Cincinnati	Kate Joseph	4430 Red Bank Expressway	Cincinnati	Ohio	45227	513-271-6311
Anderson Township	Mark Reinhart	1280 Nagel Road	Cincinnati	Ohio	45255	513-474-5292
Reynoldsburg	Ruth Arbaugh	40 Chris Perry Lane	Columbus	Ohio	43213	614-501-9224
Worthington	Samantha Elliott	694 Mount Airyshire Boulevard	Columbus	Ohio	43235	614-848-6410
Concord Township	Kristina Turk	7645 Fredle Drive	Concord Township	Ohio	44077	440-350-1333
Delaware	Sehar Bokhari	505 Preakness Way	Delaware	Ohio	43015	740-204-2880
Dublin II	Carrie Park	4980 Parkcenter Avenue	Dublin	Ohio	43017	614-792-6586
Dublin I	Seema Patel	6239 Perimeter Drive	Dublin	Ohio	43017	614-799-8870
Gahanna II	Ryan Park	5515 Morse Road	Gahanna	Ohio	43230	614-982-0200
Grandview	Kyle Arbaugh	1175 Bobcat Avenue	Grandview Heights	Ohio	43212	614-398-3222
Grove City	Samantha Elliott	2585 London-Groveport Road	Grove City	Ohio	43123	614-801-2558
Highland Heights	Elizabeth Slifstein	675 Miner Road	Highland Heights	Ohio	44143	440-684-2774
Hilliard II	Bill Eagle	6074 Parkmeadow Lane	Hilliard	Ohio	43026	614-771-8700
Hudson	Timothy Pierce	5601 Darrow Road	Hudson	Ohio	44236	330-653-3766
Independence	Paula Beverage	5701 Lombardo Center Boulevard	Independence	Ohio	44131	216-525-2000
Jackson Township	Karen Marinos	7042 Fulton Drive NW	Jackson Belden	Ohio	44718	330-966-3793
Loveland	Susan Sumerel	782 Loveland Miamiville Road	Loveland	Ohio	45140	513-697-9663
Macedonia	Christopher Lindley	2073 Alexandria Way	Macedonia	Ohio	44056	330-468-0488

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Mason II	Gabriela Hobbs	3613 Socialville-Foster Road	Mason	Ohio	45040	513-573-9132
Mason I	Kerra Spaeth	754 Reading Road	Mason	Ohio	45040	513-398-2777
Medina	Ivonne Scranton	5138 Normandy Park	Medina	Ohio	44256	330-721-4400
New Albany	Rebecca Burkholder	5351 New Albany Road	New Albany	Ohio	43054	614-855-4780
North Ridgeville	Paula Janmey	37693 Center Ridge Road	North Ridgeville	Ohio	44039	440-326-0330
Pickerington	Sarah Comer	12916 Stonecreek Drive NW	Pickerington	Ohio	43147	614-866-3494
Powell	Rebecca Burkholder	419 W. Olentangy Street	Powell	Ohio	43065	614-210-0522
Lewis Center	Ruth Arbaugh	8542 Owenfield Drive	Powell	Ohio	43065	740-657-1300
Rocky River	Amar Shah	19336 Detroit Road	Rocky River	Ohio	44116	440-925-5999
South Lebanon	Susan Sumerel	59 Vista Ridge Drive	South Lebanon	Ohio	45065	513-494-1228
Springboro	Leena Rekhi-Salmon	705 Gardner Road	Springboro	Ohio	45066	937-748-8911
Strongsville	Alicia Warrington	13590 Falling Water Road	Strongsville	Ohio	44136	440-238-4600
Twinsburg	Jason Baker	2608 Glenwood Drive	Twinsburg	Ohio	44087	330-487-0394
Uniontown	Rick Beechy	1009 Boettler Road	Uniontown	Ohio	44685	330-896-8611
West Chester	Alexandra Nolte	7739 Princeton-Glendale Road	West Chester	Ohio	45011	513-860-1500
Westerville III	Paul Yontz	4160 Executive Parkway	Westerville	Ohio	43081	614-891-2643
Westerville II	Raymond Murray	1260 County Line Road	Westerville	Ohio	43081	614-865-2100
Westerville I	Ruth Arbaugh	8750 Olde Worthington Road	Westerville	Ohio	43082	614-882-0111
Westlake	Kathleen Collins	30502 Center Ridge Road	Westlake	Ohio	44145	440-892-2689
Worthington II	Samantha Elliott	6733 North High Street	Worthington	Ohio	43085	614-681-3161
Edmond-Covell	Misty Terrill	6001 E Covell Rd	Edmond	Oklahoma	73034	405-696-0250
Edmond I	Misty Terrill	17440 N. Western Avenue	Edmond	Oklahoma	73012	405-348-4442
Jenks	Thomas Young	11302 S. Elm St.	Jenks	Oklahoma	74037	918-299-2676
Moore	Waco Lane	3100 S Santa Fe Ave	Moore	Oklahoma	73160	405-310-9900
Owasso	Jason Rogers	14600 E. 89th Street N.	Owasso	Oklahoma	74055	918-272-1514
Clackamas	Jennie Brawn	14210 SE Sunnyside Road	Clackamas	Oregon	97015	503-658-8715
Hillsboro	Jocelyn De Armas	5530 NE Elam Young Parkway	Hillsboro	Oregon	97124	503-693-1888
Portland II	Cholan Muthukumarasamy	5210 S Corbett Avenue	Portland	Oregon	97239	503-914-2000
Portland I	Cindy Smith	4086 NW Saltzman Road	Portland	Oregon	97229	503-617-9040
Bala Cynwyd	Anne-Marie O'Brien	124 Bryn Mawr Avenue	Bala Cynwyd	Pennsylvania	19004	267-589-9500
Bethlehem I	Prabhjot Kalsi	4500 Falmer Drive	Bethlehem	Pennsylvania	18020	610-694-9100
Blue Bell I	Michael Solop	450 Dekalb Pike	Blue Bell	Pennsylvania	19422	610-292-9060
Macungie	Jitesh Rohatgi	8230 Hamilton Boulevard	Breinigsville	Pennsylvania	18031	484-408-0010
Carlisle	Mamta Gupta	1538 Commerce Avenue	Carlisle	Pennsylvania	17015	717-966-1600
Center Valley	Alyson Parlo	3790 West Drive	Center Valley	Pennsylvania	18034	610-890-3100
Chadds Ford	Vincent Capodanno	2 Hillman Drive	Chadds Ford	Pennsylvania	19317	610-358-0380
Chalfont	Stacy Sklar	102 Stewart Lane	Chalfont	Pennsylvania	18914	215-997-2750
Chester Springs	Bryan Schmidt	50 Seaboldt Way	Chester Springs	Pennsylvania	19425	610-458-1501
Collegeville II	Adrienne Clark	500 Springhouse Drive	Collegeville	Pennsylvania	19426	610-232-7939
Cranberry Township	Deanna Speranza	8065 Rowan Road	Cranberry Township	Pennsylvania	16066	724-778-9999
Doylestown II	Aileen Connolly	100 Farm Lane	Doylestown	Pennsylvania	18901	215-345-4121
Doylestown I	Lisa Heckmann	240 W. Swamp Road	Doylestown	Pennsylvania	18901	215-230-9905
Easton	Jyotsna Prajapati	1775 Sullivan Trail	Easton	Pennsylvania	18040	610-253-0400
Enola	Jordan Pritchard	4800 Woodland Drive	Enola	Pennsylvania	17025	717-728-3070

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Exton	Melissa Capodanno	300 Carlisle Court	Exton	Pennsylvania	19341	610-363-6698
Hampton	Alyssa Stofko	2306 Wildwood Rd	Gibsonia	Pennsylvania	15044	412-219-9130
Gilbertsville	Salvatore Boccella III	2912 N. Charlotte Street	Gilbertsville	Pennsylvania	19525	610-367-1996
Harrisburg	Stacey Warner	4397 Sturbridge Drive	Harrisburg	Pennsylvania	17110	717-526-0404
Horsham	Kristen Larkin	420-B Dresher Road	Horsham	Pennsylvania	19044	215-328-9868
Hershey	Heather Eckels	1035 Middletown Road	Hummelstown	Pennsylvania	17036	717-566-2273
Huntingdon Valley	Colleen Zahirnyi	1820 County Line Road	Huntingdon Valley	Pennsylvania	19006	215-942-4332
Jamison	Lisa Franckowiak	1600 Meyer Way	Jamison	Pennsylvania	18929	215-491-2100
King of Prussia	Susan McGarrity	489 S. Gulph Road	King of Prussia	Pennsylvania	19406	610-337-1900
Malvern	Steven Schiff	250 Lancaster Avenue	Malvern	Pennsylvania	19355	610-647-2836
Mechanicsburg	Nancy Goss	5049 Ritter Road	Mechanicsburg	Pennsylvania	17055	717-766-7680
Mechanicsburg II	Nancy Goss	100 Legacy Park Drive Bldg F	Mechanicsburg	Pennsylvania	17055	717-208-4650
Montgomeryville	Ellen Jakubowski	520 Stump Road	Montgomeryville	Pennsylvania	18936	215-393-5996
Moon Township	Carol Maier	800 Commerce Avenue	Moon Township	Pennsylvania	15108	412-262-1821
Morgantown	Daniel Stump	2201 Valley Road	Morgantown	Pennsylvania	19543	610-286-3300
Upper Saint Clair	Lori Santo	655 Painters Run Road	Mt Lebanon	Pennsylvania	15228	412-564-3600
Murrysville	T.J. Kravits	400 Blue Spruce Way	Murrysville	Pennsylvania	15668	724-271-8000
Newtown	Wendy Somers	119 Pheasant Run	Newtown	Pennsylvania	18940	215-579-8844
Newtown Square	Kavita Ghai	3810 West Chester Pike	Newtown Square	Pennsylvania	19073	484-424-5333
East Norriton	David Smyth	704 W. Germantown Pike	Norristown	Pennsylvania	19403	610-630-6383
North Huntingdon	Carol Maier	1050 Mills Drive	North Huntingdon	Pennsylvania	15642	724-276-6767
Philadelphia I	Jillian Staffiera	2201 Pine Street	Philadelphia	Pennsylvania	19103	215-774-8877
Philadelphia III	Jon Drialo	520 South 23rd Street	Philadelphia	Pennsylvania	19146	215-874-3550
Philadelphia II	Leena Patel	2100 Spring Garden Street	Philadelphia	Pennsylvania	19130	267-857-7111
Pittsburgh	Brian Pogel	301 Fifth Avenue	Pittsburgh	Pennsylvania	15222	412-515-1997
Plymouth Meeting	Catherine Rosan	3025 Walton Road	Plymouth Meeting	Pennsylvania	19462	610-616-3409
Quakertown	Jason Froshour	138 Mill Road	Quakertown	Pennsylvania	18951	215-529-0408
Royersford II	Samantha Mitkus	197 Royersford Road	Royersford	Pennsylvania	19468	610-948-1208
Sanatoga	Edward Shaw	2074 E. High Street	Sanatoga	Pennsylvania	19464	610-970-3336
Schwenksville	Gretchen Seward	498 Township Line Road	Schwenksville	Pennsylvania	19473	610-287-7100
Skippack	Brendan Kent	1246 Bridge Road	Skippack	Pennsylvania	19474	610-222-9002
Spring House	Megan Thompson	820 N. Bethlehem Pike	Spring House	Pennsylvania	19002	215-358-4077
State College	Falguni Patel	1545 Westerly Parkway	State College	Pennsylvania	16801	814-237-1160
Mars - Adams Corner	Giovanni Cuzzocrea	1000 Winston Way	Valencia	Pennsylvania	16059	724-831-5005
Peters Township	Robert Santo	825 E. McMurray Road	Venetia	Pennsylvania	15367	724-941-6464
Wayne	Anne Roytman	95 Crestline Road	Wayne	Pennsylvania	19087	610-688-5229
Marshallton	Colin Maier	630 Sugarsbridge Road	West Chester	Pennsylvania	19382	610-431-1330
West Goshen	Michelle E. Zapata	1050 Andrew Drive	West Chester	Pennsylvania	19380	610-430-8682
West Chester	Tallal Malik	703 West Nields Street	West Chester	Pennsylvania	19382	610-918-4660
Wexford	Shanna Litchko	3000 Brooktree Road	Wexford	Pennsylvania	15090	724-935-1100
Wyomissing	Tricia McKay	25 Commerce Drive	Wyomissing	Pennsylvania	19610	610-478-8757
York	Kristine Allison	88 Theater Lane	York	Pennsylvania	17402	717-840-2522
South Kingstown	Clay Johnson	20 Preservation Way	South Kingstown	Rhode Island	02879	401-789-0300
Fort Mill	Anne (Caroline) Smith	1028 Gold Hill Rd.	Fort Mill	South Carolina	29708	803-802-2112

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Fort Mill II	Dipen Patel	1930 Haire Road	Fort Mill	South Carolina	29715	803-802-2228
Greenville	James Hyatt	533 Woodruff Rd	Greenville	South Carolina	29607	864-448-0004
Greenville II	James Hyatt	106 Stone Village Drive	Greenville	South Carolina	29615	864-867-0555
Indian Land	Dhwani Patel	8345 Collins Road	Indian Land	South Carolina	29707	803-393-9800
Lake Wylie	Katrenia Hasty	4750 Charlotte Highway	Lake Wylie	South Carolina	29710	803-752-4400
Mount Pleasant	Andrew Smith	1151 Muhlenbergia Drive	Mount Pleasant	South Carolina	29466	843-931-9900
Rock Hill	Penny Sturgill	415 Clouds Way	Rock Hill	South Carolina	29732	803-328-0101
Simpsonville	Melanie Hyatt	8 Five Forks Plaza Court	Simpsonville	South Carolina	29681	864-254-0708
Simpsonville II	Melanie Hyatt	557 Harrison Bridge Rd	Simpsonville	South Carolina	29680	864-881-8510
Summerville	Tegan Strickland	110 Connectivity Lane	Summerville	South Carolina	29486	843-585-0110
Brentwood	Marie Hairston	110 Winners Circle	Brentwood	Tennessee	37027	629-257-5655
Chattanooga	Parul Patel	17 W. Bell Avenue	Chattanooga	Tennessee	37405	423-382-2525
Collierville	Ashleigh Crosby	509 E. Winchester Boulevard	Collierville	Tennessee	38017	901-861-0108
Cordova	LaShundrea Partee	190 N. Forest Hill Irene Road	Cordova	Tennessee	38018	901-708-3338
Farragut	Theresa MacDonald	125 Loudoun Road	Farragut	Tennessee	37934	865-966-0663
Franklin I	Juanita Malone	1101 Moher Boulevard	Franklin	Tennessee	37069	615-595-2525
Franklin II	Tammy Drinko	98 Moss Lane	Franklin	Tennessee	37064	615-538-2410
Gallatin	Delfon McSpadden	1059 Kennesaw Boulevard	Gallatin	Tennessee	37066	615-527-7557
Hendersonville	David Brumley	108 Cinema Drive	Hendersonville	Tennessee	37075	615-822-9300
Hendersonville II	Leisa Byars	190C Saundersville Rd	Hendersonville	Tennessee	37075	615-348-0010
Knoxville	Theresa MacDonald	10720 Virginia Pine Way	Knoxville	Tennessee	37932	865-531-9599
Mount Juliet	James Farmer	455 Pleasant Grove Road	Mount Juliet	Tennessee	37122	615-544-5900
Murfreesboro	Cynthia Murphy	1720 Gateway Blvd	Murfreesboro	Tennessee	37129	615-900-5510
Nashville Yards	Leisa Byars	191 10th Ave N	Nashville	Tennessee	37203	629-257-8550
Allen I	Amanda Snowman	1695 E. Exchange Parkway	Allen	Texas	75002	972-529-9007
Allen II	Leticia Gomar	950 Stockton Drive	Allen	Texas	75013	972-908-9696
Northlake	Susie Patton	7851 Cleveland Gibbs Road	Argyle	Texas	76226	940-489-8585
Aubrey	Zahra Virani	691 FM 1385	Aubrey	Texas	76227	972-645-0990
Austin II	David Rastelli	9313 Pearson Ranch Road	Austin	Texas	78717	512-828-3434
Austin	Isa Alvarez	2111 Frate Barker Road	Austin	Texas	78748	512-280-1713
Austin III	Isa Alvarez	12101 Archeleta Boulevard	Austin	Texas	78739	512-746-8700
Steiner Ranch	Jennifer Burton	5145 North FM 620	Austin	Texas	78732	512-910-8456
Cedar Park	George Aggen	1905 El Salido Parkway	Cedar Park	Texas	78613	512-258-5292
Celina	Smitha Makil	380 W. Frontier Parkway	Celina	Texas	75009	469-454-2700
Coppell	Chandrashekar Laveti	811 N MacArthur Blvd	Coppell	Texas	75019	214-222-5333
Corinth	Elizabeth Aune	3531 Corinth Parkway	Corinth	Texas	76208	940-278-2020
Cypress II	Husna Mohammed	14602 Spring Cypress Road	Cypress	Texas	77429	281-320-1885
Cypress I	Sarah Prause	19406 Cypress N. Houston Road	Cypress	Texas	77433	281-758-3888
Cypress III (Companion)	Sarah Prause	21722 Tuckerton Road	Cypress	Texas	77433	281-671-8200
Dallas Lake Highlands	Noori Abdulghani	10622 E Northwest Hwy	Dallas	Texas	75238	214-303-9770
Flower Mound	Sohela Ali	4051 Cross Timbers Road	Flower Mound	Texas	75028	972-717-2310
Forney	Muhammed Usman	4080 Abbey Road	Forney	Texas	75126	972-430-8885
Keller	Azeema Khan	8801 Ray White Road	Fort Worth	Texas	76244	817-428-1093

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Fort Worth	Jennifer Cauthern	8600 Currency Drive	Fort Worth	Texas	76131	817-918-9930
Friendswood	Kamlesh Hasmukh	1650 Friendswood Parkway	Friendswood	Texas	77546	281-992-2400
Frisco (West)	Gayatri Brahmbhatt	3336 Main Street	Frisco	Texas	75033	214-872-3600
Frisco Legacy	Kiran Shamji	3188 Legacy Drive	Frisco	Texas	75034	972-370-3400
Fulshear	Dawn Stubbs,Sara McCarver	5511 Lake Hill Farm Way	Fulshear	Texas	77441	832-743-0002
Georgetown I	Pinak Gohel	2064 Kauffman Loop	Georgetown	Texas	78628	512-713-0909
Georgetown II	Swati Kapdi	3740 Williams Drive	Georgetown	Texas	78628	512-668-1111
Haslet	Charan Walia	1257 Avondale Haslet Road	Haslet	Texas	76052	817-678-8200
Houston IV	Christina Barrett	835 W. 23rd Street	Houston	Texas	77008	832-930-7553
Houston VI	Jessica Rice	4025 Richmond Avenue	Houston	Texas	77027	713-804-6550
Houston II	Jiena Chow	9739 Wortham Boulevard	Houston	Texas	77065	281-949-8827
Houston III	Maha Sultan	3655 Barker Cypress Road	Houston	Texas	77084	281-819-6750
Houston I	Robert Chow	1720 Crescent Plaza Drive	Houston	Texas	77077	281-596-0300
Lake Houston	Josh Morrison	17823 W. Lake Houston Parkway	Humble	Texas	77346	832-995-2200
Justin	Amrit Alluwalia	1220 Highway 114 Rd	Justin	Texas	76247	940-240-2660
Katy IV	Aiman Rawra	23133 Morton Ranch Road	Katy	Texas	77493	346-322-1800
Katy I	Leah Doxakis	24025 Cinco Village Center Boulevard	Katy	Texas	77494	281-392-1912
Katy II	Shibani Gupta	5220 Ranch Point Drive	Katy	Texas	77494	281-392-1200
Katy III	Shibani Gupta	27528 Westridge Creek Lane	Katy	Texas	77494	281-392-1133
Kyle	Shermeen Bhaidani	870 Veterans Dr	Kyle	Texas	78640	737-378-1850
Lakeway	Raul Guzman	301 Medical Parkway	Lakeway	Texas	78738	512-643-1222
League City	Ratna Kaneria	2320 E. League City Parkway	League City	Texas	77573	281-338-0508
Leander	Alissa Harritt	1730 Union Street	Leander	Texas	78641	512-528-1918
Lewisville	Priya Punugoti	625 FM 2281	Lewisville	Texas	75056	469-850-1212
Magnolia	Sharmeen Shah	9307 FM 1488	Magnolia	Texas	77354	281-845-2400
McKinney II	Robbin Wells	1801 Ridge Road	McKinney	Texas	75071	214-892-2222
McKinney	Tanny Rahman	3952 Ridge Road	McKinney	Texas	75070	469-952-3300
Honey Creek	Tommy Chamakala	7300 Steiger Trail	McKinney	Texas	75071	469-215-2121
Melissa	Amanda Snowman	1600 Plano Street	Melissa	Texas	75454	972-301-7710
New Braunfels	Erin Anderson	582 Geneva Street	New Braunfels	Texas	78132	830-420-6700
Oak Point	Chelsea Ford	3040 FM 720 W	Oak Point	Texas	75068	945-348-9025
Pearland II	Eduardo Rodriguez	2920 Province Village Drive	Pearland	Texas	77581	832-856-8686
Pearland I	Eduardo Rodriguez	2151 Kingsley Drive	Pearland	Texas	77584	713-413-0600
Pflugerville	Ashok Vemuri	1040 E. Wells Branch Parkway	Pflugerville	Texas	78660	512-670-5034
Princeton	Ahmed Khan	300 N Princeton Meadows Blvd	Princeton	Texas	75407	469-581-0540
Prosper	Aasia Ali	1180 La Cima Boulevard	Prosper	Texas	75078	972-472-1177
Richmond II	Tamkeen Shroff	21024 W. Bellfort Street	Richmond	Texas	77406	281-232-7980
Rockwall	Tanya Glenn	710 E Ralph Hall Parkway	Rockwall	Texas	75032	469-314-2300
Round Rock I	Ryan Rastelli	4076 Gattis School Road	Round Rock	Texas	78664	512-251-6116
San Antonio II	Candice Greene	10907 Biering Road	San Antonio	Texas	78249	210-686-4545
Sienna	Manpreet Hunjun-Patidar	6111 Sienna Ranch Road	Sienna Plantation	Texas	77459	281-778-8200
Southlake	Jennifer Bonhard	435 W. Southlake Boulevard	Southlake	Texas	76092	817-488-4754
Spring I	Nwanneka Duru	8727 Eastloch Drive	Spring	Texas	77379	281-251-4507

School Name	Onsite Owner	Street	City	State	Zip	Main Phone
Spring III	Robert Chow	27084 Birnham Woods Drive	Spring	Texas	77386	832-791-3990
Spring II	Terry Sun	3429 FM 2920	Spring	Texas	77388	281-825-5456
Sugar Land II	Mohammad (Anil) Nisar	6500 East River Park Drive	Sugar Land	Texas	77479	281-972-7788
Sugar Land I	Yu "Kathy" Li	9722 U.S. Highway 90A, Suite #111	Sugar Land	Texas	77478	281-491-0313
Tomball	Ricardo Armenta	8522 Princeton Place Drive	Tomball	Texas	77375	281-516-2111
Wylie	Mahjabeen Khan	1520 Park Boulevard	Wylie	Texas	75098	972-521-1533
Alexandria - Old Town	Akhil Govil	1245 N. Fayette Street	Alexandria	Virginia	22314	703-239-7600
Alexandria	Taruna Jain	1703 N. Beauregard Street	Alexandria	Virginia	22311	703-988-6769
Ashburn I	Madhu Govil	45091 Research Place	Ashburn	Virginia	20147	703-724-0601
Ashland	Eric Glymph	9431 Atlee Commerce Boulevard	Ashland	Virginia	23005	804-550-0092
Chantilly II	Risa May	43655 Tall Cedars Parkway	Chantilly	Virginia	20152	703-542-8474
Chantilly I	Risa May	5001 Westone Plaza	Chantilly	Virginia	20151	703-378-4088
Chesapeake	Catherine Cornatzer	300 Cedar Lane	Chesapeake	Virginia	23322	757-547-2700
Chester	Nicole Nelson	13036 River's Bend Boulevard	Chester	Virginia	23836	804-530-0096
Chesterfield	Deborah H. Womack	10211 Krause Road	Chesterfield	Virginia	23832	804-717-8400
Fairfax	Sanjeev Patel	11150 Fairfax Boulevard	Fairfax	Virginia	22030	571-544-3100
Falls Church	Kasey Chau	2921 Telestar Ct	Falls Church	Virginia	22042	571-899-3440
Fredericksburg	Gary Lucy	10060 Southpoint Parkway	Fredericksburg	Virginia	22407	540-684-3790
Gainesville	Lisa O'Brien	7801 Heritage Village Plaza	Gainesville	Virginia	20155	571-222-5576
Glen Allen	Kendall Trebour	11393 Nuckols Road	Glen Allen	Virginia	23059	804-270-0901
Henrico	Vanessa Vozza	12400 Three Chopt Road	Henrico	Virginia	23233	804-360-8282
Herndon	Abha Parekh	2400 Dulles Town Boulevard	Herndon	Virginia	20171	703-653-0337
Lake Ridge	Nazlin Alidina	12405 Cape Cod Court	Lake Ridge	Virginia	22192	703-490-8553
Leesburg	Ramakrishnan Sadasivan	601 Tavistock Drive SE	Leesburg	Virginia	20175	703-443-6766
Manassas	Rebecca Chen	10405 Dumfries Road	Manassas	Virginia	20110	703-420-7333
Mechanicsville	Danielle Crowley	7503 Old Hickory Drive	Mechanicsville	Virginia	23111	804-746-2922
Midlothian III	Crystal Denton	6543 Woodlake Village Circle	Midlothian	Virginia	23112	804-739-8081
Midlothian II	Ted Robertson	130 Walton Park Lane	Midlothian	Virginia	23114	804-594-3525
Midlothian I	Tiffany Benkert	2361 Robious Station Circle	Midlothian	Virginia	23113	804-897-1917
Richmond	Kendra Hudson	50 Nova Way	Richmond	Virginia	23229	804-905-9255
Stafford	Wendy Brinson	301 Highpointe Boulevard	Stafford	Virginia	22554	540-288-1515
Tysons Corner	Laura Dinder	8618 Westwood Center Drive	Vienna	Virginia	22182	571-732-0200
Lynnhaven	Anne Pope	2572 Virginia Beach Boulevard	Virginia Beach	Virginia	23452	757-631-2062
Virginia Beach	Janie Lisagor	2189 McComas Way	Virginia Beach	Virginia	23456	757-563-2500
Williamsburg	Janie Lisagor	4280 Casey Boulevard	Williamsburg	Virginia	23188	757-220-1740
Woodbridge	Nazlin Alidina	5490 Staples Mill Plaza	Woodbridge	Virginia	22193	703-583-1966
Yorktown	Robert Norman	409 Hampton Highway	Yorktown	Virginia	23693	757-867-7078
Bellevue	Olivia Teja	14404 NE 20th Street	Bellevue	Washington	98007	425-644-3870
Bothell	Anuj Mittal	11810 North Creek Parkway	Bothell	Washington	98011	425-540-4410
Federal Way	Srishti Mittal	33310 1st Way South	Federal Way	Washington	98003	253-237-9025
Issaquah	Ravi Mittal	5716 E. Lake Sammamish Parkway SE	Issaquah	Washington	98029	425-391-5233
Kent	Chelsey Milton	24116 132nd Avenue SE	Kent	Washington	98042	253-215-8800
Kirkland	Penny Chang	8525 120th Avenue NE	Kirkland	Washington	98033	425-979-5494

School Name	Onsite Owner	Street	City	State	Zip	Main Phone
Lynnwood	Maanu Muthu	18802 55th Avenue W.	Lynnwood	Washington	98036	425-510-7055
Monroe	Haresh Khatwani	14961 Chain Lake Road	Monroe	Washington	98272	360-215-8899
Redmond II	Kaliappan Sathappan	4200 228th Avenue NE	Redmond	Washington	98053	425-882-1100
Redmond I	Kristina Lewis	10611 Redmond Ridge Drive NE	Redmond	Washington	98053	425-868-8333
Renton	Ramneek Kooner	4110 NE 4th St	Renton	Washington	98059	425-539-0655
Pioneer Square	Srishti Mittal	101 6th Ave South	Seattle	Washington	98104	206-929-3550
Snohomish	Lissa Knox	13119 Seattle Hill Road	Snohomish	Washington	98296	425-379-9300
Snoqualmie	Shwetambra Bahadur	34510 SE 96th Street	Snoqualmie	Washington	98065	425-381-4185
Vancouver	Hillary McKinstry	3111 SE 192nd Avenue	Vancouver	Washington	98683	360-253-2988
Salmon Creek	Paul Frederick	13201 NE 27th Avenue	Vancouver	Washington	98686	360-573-2466
Woodinville	Melissa Armstrong	18600 Woodinville-Snohomish Road NE	Woodinville	Washington	98072	425-984-7750
Brookfield	Fatima Hassan	3355 Intertech Drive	Brookfield	Wisconsin	53045	262-781-1400
Pleasant Prairie	Sarah Hall	7420 91st Avenue	Kenosha	Wisconsin	53142	262-694-0816
Middleton	Salman Ahmad	102 Veritas Drive	Middleton	Wisconsin	53562	608-707-1102
Sun Prairie	Mawara Sohail	2550 Jenny Wren Trail	Sun Prairie	Wisconsin	53590	608-707-1234
Verona	Mawara Sohail	102 Prairie Oaks Drive	Verona	Wisconsin	53593	608-571-5980
Waunakee	Mian Asghar	1117 Stephenson Lane	Waunakee	Wisconsin	53597	608-389-0810

EXHIBIT B-1

FRANCHISE AGREEMENT SIGNED BUT SCHOOL NOT YET OPEN*
(as of December 31, 2025)

School Name	Unit	Onsite Owner	Street	City	State	Main Phone
Peoria	1223	Kimberly Camarillo	8348 W. Deer Valley Rd	Peoria	Arizona	TBD
Trabuco Canyon	1243	Philip Lam	31931 Dove Canyon Drive	Trabuco Canyon	California	949-628-7880
San Francisco	1247	Ganesh Muthumarayan	1700 Montgomery St.	San Francisco	California	415-363-0055
Cheshire	1220	Lauren Smallwood	104 Stonebridge Court	Cheshire	Connecticut	203-718-0455
Fairfield	1245	Brett Sherman	60 Katona Drive	Fairfield	Connecticut	TBD
Wimauma	1150	Chandrashekar Laveti	10310 Paseo Al Mar Blvd	Wimauma	Florida	813-535-5350
Winter Garden	1233	Shawn King	4975 Lake Hamlin Trail	Winter Garden	Florida	407-605-3003
Fort Myers	1237	Matthew Speranza	13521 Goldenwood Dr	Fort Myers	Florida	TBD
Sunrise	1252	Smeet Patel	2600 Sawgrass Mill Circle	Sunrise	Florida	TBD
Estero	1184	David Horell	10100 Arcos Ave	Estero	Florida	239-667-4555
Orlando	1061	Rookminie Sobhraj	S. Avalon Park Blvd & Waterford Chase Blvd.	Orlando	Florida	TBD
Tampa	1209	Megan Reeves	6204 Interbay Blvd	Tampa	Florida	TBD
Tampa	1174	Megan Reeves	3901 S. Westshore Blvd	Tampa	Florida	TBD
Newnan	1244	Heena Patel	1240 Newnan Crossing Blvd East	Newnan	Georgia	770-400-0170
Athens	1195	Viral Dave	1100 Research Parkway	Athens	Georgia	706-251-8240
Chicago	1232	Melissa Levy	727 North Milwaukee Ave	Chicago	Illinois	TBD
Noblesville	1210	Denise Manders	4903 Castamere Drive	Noblesville	Indiana	317-678-9055
South Bend	1226	Bhavesh Patel	17180 SR 23	South Bend	Indiana	TBD
Aberdeen	1225	David O'Brien	3680 Adamson Way	Aberdeen	Maryland	443-788-3500
Maple Lawn	1248	James Moratis	7740 Montpelier Road	Maple Lawn	Maryland	TBD
Roseville	1228	Nitin Gheek	1751 County Road C W	Roseville	Minnesota	651-889-8865
Matthews	1246	David Darmstaedter	3920 McKee Rd	Matthews	North Carolina	TBD
Charlotte	1249	Lisa Brown	Steel Creek Rd and Rigsby Rd	Charlotte	North Carolina	TBD
Raleigh North Hills	1260	Jon Seier	3803B Computer Drive	Raleigh North Hills	North Carolina	919-912-2225
Charlotte	1185	Severin Romanov	9113 Wade Ardrey Rd	Charlotte	North Carolina	704-312-8780
Winston Salem	1193	Starke	4517 Country Club Rd	Winston Salem	North Carolina	336-930-0300
East Hanover	1213	Nicole Harrison	37 Eagle Rock Avenue	East Hanover	New Jersey	TBD
Woodcliff Lake	1218	Anthony Vassallo	585 Chestnut Ridge Road	Woodcliff Lake	New Jersey	201-822-9915
Warren	1151	Imran Ahmad	150 Liberty Corner	Warren	New Jersey	TBD
Manhattan	1222	Raminder Singh	307 E. 63rd Street	Manhattan	New York	646-640-0440
Manhasset	TBD	Laura Kulkarni	1410 Northern Blvd	Manhasset	New York	TBD
Greenpoint	1241	Anand Parikh	85 Commercial Street	Greenpoint	New York	347-790-0090
Albany	1234	Kristin McNulty	400 Patroon Creek Blvd	Albany	New York	838-280-110
Wadsworth	1240	Scott DiMuzio	284 Park Centre Drive	Wadsworth	Ohio	234-266-0005
Yukon	1190	Kristin Richards	2051 S. Yukon Parkway	Yukon	Oklahoma	405-241-2950
Bixby	1221	Jeff Bowerman	12606 S. Memorial	Bixby	Oklahoma	918-880-2900
Oklahoma City	1162	Tiffany Smith	14403 N. MacArthur Blvd.	Oklahoma City	Oklahoma	405-970-8555
Lancaster	1170	Leena Patel	715 Indian Springs Drive	Lancaster	Pennsylvania	717-219-3310
Souderton	1196	Michael Thompson	215 Souder's Way	Souderton	Pennsylvania	215-660-7610

School Name	Unit	Onsite Owner	Street	City	State	Main Phone
Lansdale	1201	Michael Thompson	1390 S. Valley Forge Road	Lansdale	Pennsylvania	267-436-7300
James Island	1139	Tanvi Solanki	TBD	James Island	South Carolina	TBD
Lebanon	1204	James Farmer	3600 Lebanon Rd	Lebanon	Tennessee	TBD
Round Rock	1250	Pinak Gohel	3250 University Boulevard	Round Rock	Texas	737-773-3200
San Antonio	1257	Shahan Bhaidani	12759 Jeff Ranch Road	San Antonio	Texas	201-390-5005
Garland	1173	Asim Jetpuri	5760 N. Garland Ave	Garland	Texas	972-372-9530
Riverton	1202	Bob Santo	3513 W 12600 S	Riverton	Utah	801-435-3905
Franconia	1188	Rahul Jain	5508 Franconia Road	Franconia	Virginia	571-347-1500
Arlington	TBD	James Worley	5328 Lee Highway	Arlington	Virginia	TBD
Bellevue	1238	Sumi Seth	15325 SE 30th Pl	Bellevue	Washington	425-644-3870
Seattle	1205	Sabyasachi Mishra	310 Florentia Street	Seattle	Washington	206-881-9990
Ridgefield	1140	Tiffany Pate	S. 48th Place	Ridgefield	Washington	TBD

*This listing does not include applicants who had only signed a Preliminary Agreement and who were not franchisees.

EXHIBIT B-2

FRANCHISEES WHO HAVE CEASED BUSINESS OR HAD A FRANCHISE TERMINATED/CANCELLED/NOT RENEWED DURING THE YEAR*
(as of December 31, 2025)

Below is a list of the name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who has had a franchise terminated, cancelled, not renewed or who has otherwise voluntarily or involuntarily ceased to do business pursuant to the Franchise Agreement during our last fiscal year or who has not communicated with us within 10 weeks of the issue date of this Disclosure Document or the application date in a registration state, if later. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

City, State	Franchisee	Telephone
TRANSFERRED:		
Arizona		
Buckeye	Matt and Nicole Bigham [4]	602-909-2606
Buckeye	Vincent and Beth Valentino [4]	440-759-6374
Colorado		
Centennial	Andrew and Shannon Ashamalla	630-452-7676
Longmont	James and Rebecca Hall [7]	303-725-9883
Delaware		
Hockessin	Genelle and Christian Craig	302-593-4816
Florida		
North Venice	Allan Rosenfeld[9]	609-933-3998
Oviedo	Scott and Tracy Sheldon [2,3]	386-233-1053
Ponte Vedra Beach	Elizabeth and Cochran Scott [2,3]	404-375-2787
Windermere	Shawn and Pamela King [2, 3]	407-234-2507
Illinois		
Chicago	Praveen Garlapti	630-800-9250
Maryland		
Baltimore	James and Mary Wolfarth [1]	410-937-8607
Columbia	Pradip and Bijal Patel [6]	410-370-1334
Mount Airy	Alec and Heather Yeo	410-960-0985
Parkton	Janelle Glasser	410-245-1788
Michigan		
Clarkston	Carl Pittner	248-408-8099

Nebraska			
	Omaha	Charles and Mary Hass 7	720-290-2275
North Carolina			
	Morrisville	Monica and Anoop Khurana	201-206-2155
New Jersey			
	Bordentown	Kamran Ali and Sameen Sabir-Ali	551-574-8083
	Elmwood Park	Lisa and Gerard Anderson [5]	973-766-3203
	Fairlawn	Olga and Vladislav Dubinsky [5]	201-682-9919
	Morganville	Heidi and Ashley Salfarlie [8]	NA
	Moorestown	Gerald and Maureen Peluso	856-577-3147
	Princeton	Dhiman and Sangeeta Patel	609-240-8662
New York			
	Elmhurst	Wing and Yuet Wong [8]	NA
	Elmhurst	Yuen Wong [8]	NA
Ohio			
	Westerville	Steve Powell	614-390-4502
Pennsylvania			
	Yardley	John and Rosemarie Coe[10]	215-499-7636
Texas			
	Katy	Asli and Kirk Remlinger	281-636-3528
	Pearland	Nimish and Sheetal Patel	713-858-7164
	Round Rock	Ashok Vemuri and Prasanthi Somepalli	512-999-3407
Virginia			
	Virginia Beach	Tracy and Zubair Rana	443-695-1594
Washington D.C.			
	Washington D.C.	Samarth and Nidhi Patel [6]	443-851-9583
Washington			
	Sammamish	Catherine and Scott Callan	206-650-1450

CLOSED:

Texas

Frisco	Jordan and Kristina Stone[11]	918-812-8997
Little Elm	Jamie and Ryan Thompson[11]	469-223-3634
Providence Village	Chevelle Johnson[11]	214-444-4048

1 The same Franchisees for two Maryland schools
2 All Franchisees for the same Florida school
3 Current Franchisees under a separate Franchise Agreement
4 All Franchisees for the same Arizona School
5 All Franchisees for the same New Jersey School
6 All Franchisees for the same Maryland School
7 All Franchisees for the same Colorado School
8 All Franchisees for the same New Jersey School
9 All Franchisees for the same New Jersey School
10 All Franchisees for the same New Jersey School
11 All Franchisees for the same Texas School

*This listing does not include applicants who had only signed a Preliminary Agreement and who were not franchisees.

<u>EXHIBIT C-1</u>

PRELIMINARY AGREEMENT

GODDARD FRANCHISOR LLC
<u>PRELIMINARY AGREEMENT</u>

THIS PRELIMINARY AGREEMENT (this "*Preliminary Agreement*") is made and entered into on ____________________, ____ by and between Goddard Franchisor LLC, a Delaware limited liability company with its principal offices at 1016 West Ninth Avenue, King of Prussia, Pennsylvania 19406 and the undersigned applicant(s).

BACKGROUND

A. Goddard Franchisor LLC will be referred to in this Preliminary Agreement as "*we*" or "*us*" and the applicant(s) will be referred to as "*you.*" Each person or entity holding a direct or indirect ownership interest in you, and their respective spouses, is referred to as an "*Owner*."

B. We own and license a system (the "*System*") relating to the establishment, development and operation of preschools known as The Goddard School ("*Schools*" or "*School*").

C. We own and license the use of the trademark and service mark "*The Goddard School*" and any other trade names, trademarks, and service marks as are now designated (and may hereafter be designated) as part of the System (the "*Proprietary Marks*").

D. You have applied to us for a franchise to operate a School utilizing the System and the Proprietary Marks within the following designated area (the "*Designated Area*"):

E. We have approved your application in reliance on the representations made in your application.

F. **WE AND YOU HAVE AGREED TO WAIVE PUNITIVE OR EXEMPLARY OR CONSEQUENTIAL DAMAGES AS PROVIDED IN SECTION 10G. WE AND YOU HAVE ALSO AGREED TO WAIVE ANY RIGHT TO TRIAL BY JURY, AS PROVIDED IN SECTION 10H.**

AGREEMENT

The parties, in consideration of the above and the undertakings and commitments of each party to the other party set forth in this Preliminary Agreement, hereby mutually agree as follows:

1. <u>SITE SELECTION; REAL ESTATE SUPPORT PROGRAM</u>.

You must honor and comply with our then current policies and procedures related to site selection, including but not limited to, site registration. You must not interfere with any pending site selection and/or negotiation of a site undertaken by us, our affiliate, or a franchisee or franchise prospect of ours. Our affiliate, Goddard Real Estate Development Company, LLC ("*Goddard Development Company*"), offers a structured real estate development support program (the "*Real Estate Support Program*") intended to support franchisees in the identification, development, and opening of approved School locations. You must participate in the Real Estate Support Program, unless we approve an exception in writing. Any exception may be subject to conditions we determine, may be revoked if circumstances change, and does not create any ongoing or future entitlement to exceptions for other Schools. Under the Real Estate Support Program, a third-party real estate developer that we or Goddard Development Company approve (the "*Real Estate Developer*") may be responsible for acquiring the site, financing and managing construction, and leasing the completed site to you. The Real Estate Developer will not be our affiliate and will not act on our or any of our affiliates' behalf. Neither we nor Goddard Development Company guarantee the Real Estate Developer's performance, financial condition, or ability to complete construction or deliver the site.

You should independently evaluate the Real Estate Developer and the terms of any transaction before proceeding. Your participation in the Real Estate Support Program does not assure that a School will open within any particular timeframe or at any specific cost. If you participate in the Real Estate Support Program, Goddard Development Company will coordinate site identification, prepare and negotiate certain documents using standardized forms, and monitor development progress. You will review the site approval package and participate in lease negotiations, and you must approve and accept the final lease before execution. You will execute the lease directly with the Real Estate Developer. You are not required to proceed with any site, lease or Real Estate Developer presented through the Real Estate Support Program, and you may decline to proceed if the terms are unacceptable to you. If you do not participate in the Real Estate Support Program pursuant to an approved exception, you must use your best efforts and diligently seek and select a proposed location within the Designated Area acceptable to us as suitable for the operation of a School. You shall submit to us in the form we specify a description of the location and any other information or materials as we may reasonably require. We shall not unreasonably withhold approval of a site that meets our standards for general location and neighborhood, traffic patterns, size, layout and other physical characteristics, rental, lease terms including duration, and general conditions for use as a School. We may pre-approve locations in the Designated Area and limit your choice of site to one of these pre-approved locations. If we determine in our sole business judgment that, at any time, you are not using best efforts and diligently seeking a location or that you are unable or unwilling to proceed with the development of a location for any reason, or if we or our affiliate identifies and approves one or more locations within the Designated Area and you reject these locations, we may elect not to continue with you and may terminate this Preliminary Agreement pursuant to Section 5B of this Preliminary Agreement upon written notice to you.

Our approval of a site does not constitute, and may not be deemed, a judgment as to the likelihood of success of a School at such location or a judgment as to the relative desirability of such location in comparison to other locations within or outside of the Designated Area. The Designated Area does not constitute an exclusive territory. We do not grant exclusive territories. You understand that we may accept other applications or enter into other Franchise Agreements (as defined in Section 3A below) for Schools within the Designated Area.

If you participate in the Real Estate Support Program, Goddard Development Company's role is limited to coordination, standard-setting, and monitoring progress. Your participation in the Real Estate Support Program does not transfer ownership, financial responsibility, or ultimate decision-making authority for your School to us or Goddard Development Company. You will remain solely responsible for (a) securing all financing for your School; (b) entering into and performing under the lease, loan documents, project management agreement, and all other development agreements and construction contracts; (c) compliance with all applicable laws and regulations; and (d) all risks associated with site development and construction, including the Real Estate Developer's performance. You will be actively involved in all phases of real estate development, review required materials and information to make informed decisions, and make all decisions based on your own judgment after consultation with your independent legal and financial advisers.

Neither we nor Goddard Development Company provide legal, financial, real estate brokerage, engineering, architectural, or investment advice. You must retain your own independent legal counsel and financial advisors to review and advise you regarding all leases, loan documents, and development agreements before execution. Our and Goddard Development Company's involvement in site and lease coordination is intended solely to facilitate efficiency in the development process and should not be relied upon as a substitute for your independent legal or financial review. If you choose to proceed, you will do so in your own judgment based on advice from your independent legal and financial advisers.

You acknowledge that the success of the business venture contemplated in this Preliminary Agreement involves substantial risks and depends on (among other things) your ability as an independent businessperson, your full-time participation in the daily affairs of the business venture and your implementation of the System. We make no representations, assurances or warranties as to the potential success of the venture.

2. **REQUIREMENTS FOR THE SCHOOL AND ASSISTANCE FROM US**.

A. We agree to expend the time and effort and to incur expenses as may reasonably be required to inspect sites submitted by you and in assisting you to secure the lease or purchase of a location approved by us. We require your participation and attendance in all phases of the real estate process. If you participate in the Real Estate Support Program, Goddard Development Company will provide administrative coordination and oversight functions, which may include: (i) preliminary identification and evaluation of potential sites; (ii) presentation of site approval materials to you and the Real Estate Developer; (iii) preparation and negotiation of certain documents using standardized forms, including of letters of intent, real estate purchase agreements, leases, assignments, and project management agreements, which will be executed by the Real Estate Developer, assigned to the Real Estate Developer, or presented to you for review and execution, as applicable; (iv) coordination of site negotiations using approved forms and required provisions; (v) coordination of pre-construction and construction activities through the Real Estate Developer and an approved third-party project management provider; (vi) monitoring progress toward key development milestones; and (vii) setting standards for the development process (including required use of approved or designated architects, sign vendors, permit expeditors, and general contractors). We and Goddard Development Company retain the right to determine the sequencing, timing, scope, and manner in which these support services are provided, and certain services may be performed concurrently or not at all depending on project circumstances. You shall submit the lease or sale agreement, before you sign it, to us for approval, which shall not be unreasonably withheld. The term of the lease must be at least the full term of the Franchise Agreement, fifteen (15) years (which may include option terms), and coterminous with the effective and expiration dates of the Franchise Agreement. The lease must include the following provisions:

1. the premises shall be used only as The Goddard School;
2. no part of the premises may be assigned or subleased except as part of a sale of the School approved by us;
3. we shall have the right to enter the premises to inspect and make any modifications we deem necessary to protect the Proprietary Marks;
4. we shall have the right to receive an assignment of the lease on termination of the Franchise Agreement; and
5. you shall not make any changes to the School building or premises without our consent.

B. If you lease your School premises, you shall sign a rider to lease and collateral assignment, in a form we require, to secure your obligations to us under the terms of the Franchise Agreement. In addition, if you lease your School premises, the individuals or entity on the lease must be the same as the individuals or entity that is the franchisee under the Franchise Agreement.

C. If you or a business entity affiliated with you purchases the site, in addition to items 1, 2 and 3 of Section 2A above, you or the affiliated entity shall sign our Option to Lease Agreement and Right of First Refusal, which gives us the option to lease the premises on termination of the Franchise Agreement and a right of first refusal if you sell the property during the term of the

Franchise Agreement. Any entity or individual that owns the School premises must be a separate individual or entity from the individual or entity that is the franchisee under the Franchise Agreement (as applicable), and you must submit to us for our prior review a lease between the franchisee and the individual or entity that owns the property.

D. Before beginning any construction or renovation at your School, you shall obtain our approval on all construction plans, site plans, blueprints and other relevant information. If you participate in the Real Estate Support Program, you must develop your School using our standardized prototype building plans. Custom designs are not permitted without our prior written approval. You must use architects, FF&E vendors, permit expeditors, sign vendors, playground vendors and a third-party project manager that we designate or approve. You must cause the Real Estate Developer to follow all of our and Goddard Development Company's policies, including use of our approved or designated third-party pre-construction vendors, inclusion of our approved general contractors in the bidding process, and adherence to our standardized School prototype.

E. We will provide prototypes of building plans and you will need to hire an architect and engineer. Subject to the requirements under the Real Estate Support Program (if you are required to participate therein), we may, in our sole business judgment, require you to engage and pay third party design/build professionals we designate or if we do not designate design/build professionals you must use, we, in our sole business judgment, may require you to engage and pay a third party construction manager we designate or approve for construction management services in connection with the development and construction of the School. The services of a qualified, licensed architect and engineer, who we have approved or designated for use by our franchisees, will be required to adapt our prototype building plans and specifications for the remodeling or finish-out of the School. If the School is your first The Goddard School® franchise, you must use an architect designated by us. If you fail to use our designated architect, in addition to our other rights and remedies, we will charge you a $2,500 fee to review your architect's building plans and specifications. You may not commence construction without our prior approval of the proposed building plans and specifications. We may from time to time develop or approve variations with respect to our prototype locations and plans although we have no obligation to do so. If the current prototype building plans have never been used in the state in which your School will be located, or your School will be located in a retro-fit building, you may have to pay additional fees to the architect and engineer to bring the prototype into compliance with state-specific requirements. In addition, you must submit to us for our prior approval any bids you receive for any construction activity related to the School. You must not approve any construction bids without our prior approval. We may condition our approval on your obtaining certain insurance coverage before beginning construction, engagement of a construction manager or on other terms. Once construction or renovation has begun, you shall obtain our prior approval on all change orders and material modifications to the approved plans. If you enter into a contract with a third party design/build professional, developer or contractor for the construction of the School, the contract shall contain a substantial completion date, and you shall submit a copy of the contract for our files. You agree to adhere to and comply with our site selection, site development and construction processes including securing the adherence to these processes by your developer and/or contractor(s).

F. If you participate in the Real Estate Support Program, we will require you to enter into a standardized form of project management agreement under which we, our affiliate, or a designated third-party project management provider coordinates certain pre-construction and construction-related activities. Such coordination may include facilitating communication among vendors, monitoring schedules, administering approved change orders within defined limits, and reporting progress. This coordination role does not eliminate your or the Real Estate Developer's responsibility for construction quality, budgeting decisions, cost overruns, permitting delays, safety conditions, or compliance with applicable laws. Construction and development inherently involve risks, including delays, defects, cost increases, and third-party claims, all of which remain your responsibility.

G. We do not guarantee that a suitable site will be identified through the Real Estate Support Program, that a Real Estate Developer will be available or willing to develop a particular site, that financing or permits will be obtained, that construction will be completed within any estimated timeframe, or that the cost of development will not exceed estimates. All schedules, budgets, and timelines are estimates only and may be affected by factors beyond our, Goddard Development Company's or the Real Estate Developer's control.

3. **FRANCHISE AGREEMENT; TRAINING; UPDATES; BACKGROUND CHECKS; NON-COMPETITION**.

A. After signing this Preliminary Agreement and after locating and securing a site approved by us by lease or purchase or at a time we designate, you shall sign and return our Franchise Agreement (the "*Franchise Agreement*"). The Franchise Agreement you shall sign will be our then-current form of Franchise Agreement, including the fees thereunder.

B. Before the opening of the School, the individual who will conduct the day-to-day management and operation of The Goddard School (the "Designated On-Site Owner") shall attend and complete to our satisfaction all requirements related to our initial training program, delivered through a blend of online coursework, virtual, live sessions and in person training at our corporate offices or at another training site we select and via virtual and/or in-person one-on-one or small group training, described in Section 6D of the Franchise Agreement. We will require the Designated On-Site Owner to have at least a 10% ownership interest in the School or in you (if you are an entity). Alternatively, we may agree to sign an amendment to the Franchise Agreement (which we have no obligation to do) to permit you to appoint an individual who is neither a party to the Franchise Agreement nor an owner of the franchise business or the franchisee entity (as applicable) to complete our initial training program and conduct the day-to-day management and operation of The Goddard School (the "Designated On-Site Operator"). The Designated On-Site Owner or Designated On-Site Operator, as applicable, must devote full time, energy and efforts to the management and operation of the School. You may not change the Designated On-Site Owner or Designated On-Site Operator, as applicable, without our prior written approval.

C. You shall immediately notify us of any material change in the information in your franchise application since the date of the application, including any change in: (i) financial condition of you or any Owner; (ii) bankruptcy history or criminal history of you or any Owner; (iii) death or incapacity of you or any Owner (as applicable); (iv) marital status, home address, cell phone number, home telephone number, home email address of you or any Owner (as applicable); (v) your business address, business telephone number, or business email address; and (iv) the name of the landlord of the School building; or to request to change the Designated On-Site Owner or Designated On-Site Operator, as applicable. If there is a material change in the financial condition of you or any Owner, in addition to notifying us of the change, you shall provide updated financial statements for you and/or the applicable Owner. You and each Owner shall also provide us with updated financial statements, supporting materials and any other documentation we require within 30 days of any request by us. If you are a married individual, both you and your spouse must sign this Preliminary Agreement, the Franchise Agreement and related agreements as individuals. If there is change in your marital status, you agree to a background check (including credit and criminal) on a new spouse at your cost as provided in Section 4B of this Preliminary Agreement. Subject to the results of the background check, each new spouse shall become a party to this Preliminary Agreement and you and the new spouse shall promptly sign and return any documents we request to accomplish that result. In addition, each new Owner shall consent to a background check (including credit and criminal) and you must pay us the cost as provided in Section 4B of this Preliminary Agreement. Each new Owner shall execute a personal guaranty in the form we prescribe, pursuant to which such Owner shall be bound jointly and severally by all provisions of this Agreement (a "*Personal Guaranty*"), the current version of which is attached as Schedule One to this Agreement. We shall consider any request to remove a former spouse or Owner from this Preliminary Agreement or the Personal Guaranty (as applicable), but we may decline to do so in our business judgment.

D. You and each Owner confirm your authorization for any background check (including credit and criminal) that we and our agents have conducted on you and each Owner, and further authorize us and our agents to conduct additional background checks (including credit and criminal) that we deem necessary or desirable in our business judgment. You must pay us a fee for the background checks. You shall promptly provide us with authorization forms required by our agents and any other documentation we require following any request by us. You agree that any background check authorization documents provided to us or our agents shall remain in effect during the term of this Preliminary Agreement and the term of any Franchise Agreement to the extent allowed by applicable law.

E. You represent to us that, except as you have disclosed to us in writing and we have approved in writing in advance, there are no purchase or call options on the ownership interests of any individual applicant or any Owner (as applicable) regarding the School except upon the death or permanent disability of the individual applicant or Owner (as applicable) and that no oral or written agreement among the individual applicants or Owners (as applicable), within any of your organizational documents, or within any other oral or written agreement authorizes one or more individual applicants or Owners (as applicable) to remove another individual applicant or Owner from ownership or participation in the School business.

F. You and your Owners (as applicable) covenant that during the term of this Preliminary Agreement, except as otherwise approved in writing by us, neither you nor any of your Owners shall directly or indirectly, for yourself, himself, or herself (as applicable), or through, on behalf of, or in conjunction with any person(s), partnership, association, corporation, limited liability company or other entity:

(1) Divert or attempt to divert any prospective business or customer of the School to any competitor, by direct or indirect inducement or otherwise.

(2) Own, maintain, engage in, be employed by, lease real estate to, consult with or assist in any way, finance, or have any interest in any other child daycare or preschool learning center or business (other than a Goddard School operated under an effective Franchise Agreement with us).

G. You and your Owners (as applicable) covenant that for a period of two years after the expiration, transfer or termination of this Preliminary Agreement, if you do not ultimately enter into the Franchise Agreement, regardless of the cause of termination, neither you nor any of your Owners shall either directly or indirectly, for yourself, himself, or herself (as applicable), or through, on behalf of, or in conjunction with any other person, persons, partnership, association, corporation, limited liability company or other entity:

(1) Divert or attempt to divert any prospective business or customer of your proposed School to any competitor, by direct or indirect inducement or otherwise.

(2) Own, maintain, engage in, be employed by, lease real estate to, consult with or assist in any way, finance, or have any interest in or perform any services in any capacity for any child daycare or preschool learning center or business (other than a Goddard School operated under an effective Franchise Agreement with us) at any proposed location for your School or within a radius of 10 miles of any proposed location for your School or any existing or proposed Goddard School.

H. We shall have the right, in our sole business judgment, to reduce the scope of any covenant set forth in Sections 3F and 3G of this Preliminary Agreement, or any portion thereof, without your consent, effective immediately upon your receipt of written notice of that fact, and you agree to comply with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 9 of this Preliminary Agreement. If any court or other tribunal having jurisdiction to determine the validity or enforceability of Sections 3F and 3G of this Preliminary Agreement determines that they would be invalid or unenforceable as written, then the provisions of Sections 3F and 3G of this Preliminary Agreement shall be deemed to be modified to the extent or in the manner as necessary for those provisions to be valid and enforceable to the greatest extent possible. Sections 3F and 3G of this Preliminary Agreement shall not prohibit your operation of another franchise which we grant to you or your (or your Owners') ownership of less than a 5% beneficial interest of the outstanding equity securities of any publicly held entity.

I. You will use best and continuing efforts during the term of this Preliminary Agreement, including during the construction and pre-opening phases, to promote and develop the business of the School. In consideration of the substantial value to you to use the System and to receive disclosure of the System, including the Proprietary Marks, the Manual and the Confidential Information, and in recognition of our ownership rights to the System, in addition to the other restrictions in this Preliminary Agreement and under applicable law, you covenant that during the term of this Preliminary Agreement and at any time after the expiration, transfer or termination of this Preliminary Agreement, regardless of the cause of any termination, you shall not do or perform any act injurious or prejudicial to the goodwill associated with the Proprietary Marks or the System.

4. **<u>DEPOSIT; BACKGROUND CHECK FEE; AND PAYMENT</u>**.

A. Upon your signing of this Preliminary Agreement, you will deposit with us the sum of $30,000 to be applied against the initial license fee due under the Franchise Agreement. The balance of the initial license fee is payable upon your receipt of a statement from us at approximately the same time as the issuance of the Certificate of Occupancy, Temporary Certificate of Occupancy, or a Use and Occupancy Certificate for your School. The deposit paid under this Section 4A is not refundable except we may elect to refund all or a portion of the initial deposit in our sole business judgment if we terminate this Preliminary Agreement, subject to the conditions in Section 5B of this Preliminary Agreement.

B. You must also pay us a background check fee in the amount of $1,500 per person upon your signing of this Preliminary Agreement. If we require additional background checks (including credit and criminal) during the term of this Preliminary Agreement, you shall pay us an additional background check fee on demand. We will not refund any portion of the background check fee.

C. If you participate in the Real Estate Support Program, you must pay our affiliate, Goddard Development Company, a project management fee of $75,000 to reimburse Goddard Development Company for its costs incurred in connection with pre-opening third-party project management services. This fee covers the amount that Goddard Development Company pays the applicable third-party project management provider for pre-construction and construction coordination services under the project management agreement. The project management fee is in addition to the site development fee payable under the Franchise Agreement. Of the total project management fee, $30,000 is payable upon your execution of this Preliminary Agreement. The remaining $45,000 is payable upon your execution of the Franchise Agreement after the site is secured under a real estate purchase agreement or lease. If the project management vendor invoices Goddard Development Company for an amount less than $75,000, Goddard Development Company will refund the balance to you under the Franchise Agreement. The fee is not otherwise refundable.

D. You will be responsible for any sales tax, use tax, gross receipts tax, excise tax or other similar tax (collectively "Sales Tax") imposed by law on all payments you make to us or our affiliates under this Preliminary Agreement, under the Franchise Agreement, or otherwise, in connection with your School, whether assessed on you or on us or our affiliate. We and our affiliates may collect some of the Sales Tax from you for transmittal to the taxing authority on your behalf. You will reimburse us and our affiliates for any Sales Tax we or our affiliate pay directly to any taxing authority in connection with your School. You are responsible for any Sales Taxes that we do not collect and/or remit on your behalf.

5. **TERM; TERMINATION OF PRELIMINARY AGREEMENT**.

A. The term of this Preliminary Agreement shall run for two years from the date we sign this Agreement (the "Expiration Date"). If you do not locate and secure a site approved by us by lease or purchase and sign and return our Franchise Agreement or otherwise sign and return our Franchise Agreement at a time we designate before the Expiration Date, this Preliminary Agreement will automatically expire unless during the term of this Preliminary Agreement you have diligently pursued a site to develop the School and you request an extension in writing at least 30 days before the Expiration Date and we grant your request in writing for an amount of time, not to exceed one year, in our sole business judgment. During the term of this Preliminary Agreement, we may set construction and/or other development milestones in our sole business judgment that you must satisfy. We may consider any failure to achieve or to demonstrate your commercial best efforts to achieve any development milestones we may set as a factor in any decision not to grant an extension of time or to terminate this Preliminary Agreement at any time.

B. We may, in our sole business judgment, terminate the Preliminary Agreement by written notice for any reason with or without cause at any time effective immediately. If you give us notice of termination of this Preliminary Agreement or we give you notice of termination for any reason, you must sign a termination agreement in a form satisfactory to us, including a general release. The deposit paid under Section 4A is not refundable, except if we terminate this Preliminary Agreement, we may elect to refund all or a portion of the initial deposit in our sole business judgment, without interest, if you met your obligations under the Preliminary Agreement including closely adhering to our processes for site development, and you deliver a signed termination agreement in a form satisfactory to us, containing a general release in our favor, and we shall have no other liability to you. If you purchase the assets of an existing Goddard School franchise and do not wish to proceed under this Preliminary Agreement, we may, within our sole business judgment, apply the initial deposit towards fees you owe to us in connection with the transfer, provided you meet all of our requirements, including making all payments in connection with the purchase of the assets of the existing franchisee.

6. **ASSIGNABILITY**.

A. We have the right to assign or otherwise transfer all or any part of our rights, interests or obligations under this Preliminary Agreement to any person or legal entity.

B. This Preliminary Agreement is personal to you and this Preliminary Agreement may not be assigned or transferred by operation of law or otherwise to any person or entity. In addition, neither you nor any of your Owners may transfer any direct or indirect interest in you without our prior written consent. We will not unreasonably withhold our consent to such a transfer; provided, however, that prior to the time of the transfer, we may, in our sole discretion, require that: (i) all of your accrued monetary obligations to us and all other outstanding obligations related to the terms and conditions of this Preliminary Agreement shall have been satisfied; (ii) you and the applicable Owner(s) shall have executed a general release under seal, in a form satisfactory to us, of any and all claims against us and our officers, directors, shareholders and employees, in our and their corporate and individual capacities; (iii) the transferee shall demonstrate to our satisfaction that he or she meets our educational, managerial and business standards, possesses good moral character, business reputation and credit rating, has the aptitude and ability to conduct the business hereunder, and has adequate financial resources and capital to serve as an Owner of you; (iv) the transferee has satisfied all licensing and other requirements under applicable state law; and (v) the transferee shall execute such other documents as may be reasonably required by us.

7. **CONFIDENTIALITY**.

A. Except in the operation of an authorized School pursuant to a Franchise Agreement, you shall not, during or after the term of this Preliminary Agreement, communicate, divulge or use for your benefit or for any other person or entity any of our trade secrets or other confidential or proprietary information or compilations, any material in which we claim copyright protection, knowledge and know-how concerning the construction or operation of a School, including but not limited to site or building plans, drawings or specifications and our Confidential Operating Manual, which you learn or obtain as a result of entering into and performing your obligations pursuant to this Preliminary Agreement, including during site development and attendance at training programs or franchisee conferences. You shall at all times treat all copies of materials reflecting our trade secrets or other confidential or proprietary information, and the information contained in those materials as confidential, and you shall use all reasonable efforts to maintain the information as secret and confidential. At our request, you will return to us all copies of materials reflecting our trade secrets or other confidential or proprietary information. This obligation shall survive the termination of this Preliminary Agreement and will not be released under Section 5D of this Preliminary Agreement.

B. You will promptly notify us of any unauthorized use or misappropriation of materials reflecting our trade secrets or other confidential or proprietary information, and the information contained in those materials. You will also cooperate in the prosecution or defense of any action related to these materials and our trade secrets or other confidential or proprietary information, and will render any assistance we think is reasonably required to assist in this prosecution or defense. If you are compelled by a court or other body of competent jurisdiction to disclose any of these materials or our trade secrets or other confidential or proprietary information, you will inform us promptly by written notice and will provide reasonable assistance in obtaining and enforcing a protective order or other appropriate means of safeguarding the information required to be disclosed. You may then disclose only so much of these materials or information as is legally required to be disclosed. You further agree to notify us promptly of any litigation instituted by any person or legal entity against you involving these materials or information. If we, in our sole business judgment, undertake the defense or prosecution of any litigation relating to the use of these materials or information, you agree to sign any and all documents, and to render any assistance as may, in the opinion of our lawyers, be reasonably necessary to carry out the defense or prosecution.

C. You agree to protect all user IDs, passwords, or other login and user authentication credentials, issued by us, as Confidential Information. You agree not to share these credentials with anyone who does not have a business need to know and use this information. You also agree to immediately report to us if you discover or suspect that login credentials may have been compromised by unauthorized persons.

8. **NOTICES**.

Any notices required or permitted under this Preliminary Agreement shall be in writing and shall be personally delivered or mailed by registered or certified mail, return receipt requested, or sent by overnight courier or email to the respective parties at the address shown on the last page of this Preliminary Agreement unless a different address has been designated in writing by the other party. Any notice by certified or registered mail shall be deemed to have been given at the date and time of mailing. Notices by personal delivery, overnight courier or email shall be effective upon the earlier of the date of delivery of such notice, or the date after the same was sent. In addition, we may elect to provide any information we are required to or desire to communicate to you solely through our website(s) and/or intranets or other electronic means, including email, without any need to provide you with a paper copy or other physical format. You shall provide us with your current home address and email address at all times.

9. **ENTIRE AGREEMENT; BACKGROUND SECTION**.

A. This Preliminary Agreement and any attachments constitute the complete and integrated agreement between you and us concerning the subject matter of this Preliminary Agreement and supersede all previous agreements; no other representations have induced you to sign this Preliminary Agreement except that you may rely on our representations in the most recent Franchise Disclosure Document (the "FDD") we delivered to you, including its exhibits and any amendments, in connection with this Preliminary Agreement. No representations, promises or agreements, oral or otherwise, not embodied in or attached to this Preliminary Agreement or in the FDD were made by any party and none shall have any effect with reference to this Preliminary Agreement or otherwise. No change in this Preliminary Agreement shall be binding on either party unless mutually agreed to in writing.

B. The BACKGROUND Section at the beginning of this Preliminary Agreement contains contractual terms that are not mere recitals.

10. **ENFORCEMENT**.

A. This Preliminary Agreement takes effect when accepted and signed by us in Pennsylvania. This Preliminary Agreement shall be construed under the laws of the Commonwealth of Pennsylvania and any dispute between the parties shall be governed by and determined in accordance with the substantive law of the Commonwealth of Pennsylvania, which law shall prevail if there is a conflict of law.

If we move our corporate headquarters, we shall have the option of determining that the substantive law of the state to which we move will replace all references to Pennsylvania law in this Preliminary Agreement or of continuing to have Pennsylvania law apply. If we choose to have the law of the new state apply, we will so notify all franchisees and franchise applicants within six months of our move, and the chosen law will apply to all franchisees and franchise applicants thereafter; except that any franchise registration or disclosure law or any franchise relationship law of the new state will only apply where the jurisdictional requirements of the law are otherwise met.

B. You acknowledge that you have and will continue to develop a substantial and continuing relationship with us at our offices in the Commonwealth of Pennsylvania, where our decision-making authority is vested and franchise operations are conducted and supervised. Except for our right to obtain injunctive relief in any appropriate forum, any action arising out of or relating to this Preliminary Agreement shall be commenced, conducted and concluded only in a state or federal court of general jurisdiction in the Commonwealth of Pennsylvania for the district or county in which our headquarters are then located. You irrevocably submit to the jurisdiction of these courts, waive any objection you may have to either the jurisdiction or venue of these courts and agree not to argue that any of these courts is an inconvenient forum. If we move our corporate headquarters, you acknowledge that you will have a substantial and continuing relationship with us in the state to which we move and that any references to Pennsylvania in this paragraph will be deemed to be references to the new state.

C. No right or remedy under this Preliminary Agreement shall be deemed to be exclusive of any other right or remedy under this Preliminary Agreement or of any right or remedy provided by law and/or equity. Each right and remedy shall be cumulative.

D. Nothing in this Preliminary Agreement shall prevent us from obtaining injunctive relief in any appropriate forum against actual or threatened conduct that will cause us loss or damages, under the usual equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions.

E. **YOU MAY SEEK DAMAGES OR ANY REMEDY UNDER LAW OR EQUITY ONLY AGAINST OUR BUSINESS ENTITY. OUR AFFILIATES AND OUR/THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, LIMITED PARTNERS, GENERAL PARTNERS, SHAREHOLDERS, INDEPENDENT CONTRACTORS AND EMPLOYEES WILL NOT BE LIABLE AND MAY NOT BE NAMED AS A PARTY AND SHALL NOT BE LIABLE IN ANY PROCEEDING COMMENCED BY YOU IF YOUR CLAIM ARISES OUT OF OR RELATES TO THIS PRELIMINARY AGREEMENT.**

F. In any action to enforce or defend our rights under this Preliminary Agreement, we shall be entitled to recover, in addition to any other recovery, attorneys' fees, court costs and litigation expenses.

G. **A COURT MAY AWARD INJUNCTIVE RELIEF AS WELL AS DAMAGES, BUT WILL HAVE NO AUTHORITY TO AWARD PUNITIVE OR EXEMPLARY OR CONSEQUENTIAL DAMAGES.**

H. **WE AND YOU, RESPECTIVELY, WAIVE ANY RIGHT WE OR YOU MIGHT HAVE TO TRIAL BY JURY ON ANY AND ALL CLAIMS ASSERTED AGAINST THE OTHER. WE AND YOU, RESPECTIVELY, EACH ACKNOWLEDGE THAT WE AND YOU, RESPECTIVELY, HAVE HAD A FULL OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL CONCERNING THIS WAIVER, AND THAT THIS WAIVER IS INFORMED, VOLUNTARY, INTENTIONAL AND NOT THE RESULT OF UNEQUAL BARGAINING POWER.**

I. **YOU AGREE TO LITIGATE EACH DISPUTE WITH US ON AN INDIVIDUAL BASIS. YOU WILL NOT CONSOLIDATE ANY DISPUTE WITH A CLAIM OF ANY OTHER APPLICANT, FRANCHISEE, INDIVIDUAL, OR ENTITY, AND YOU WILL NOT PURSUE ANY CLASS CLAIMS IN ANY MEDIATION, ARBITRATION, OR LITIGATION FORUM THAT ARISE OUT OF OR RELATE TO THIS PRELIMINARY AGREEMENT.**

11. **ANTI-TERRORISM LAW COMPLIANCE**.

You represent to us that you are not, and shall not at any time be named, either directly or by an alias or nickname, on the list of Specially Designated Nationals or Blocked Persons, which includes the names of suspected terrorists, as designated by the United States Department of the Treasury's Office of Foreign Assets Control. You acknowledge that we intend to comply, and you must comply, with all prohibitions against corrupt business practices, money laundering and support of terrorist activities, including those contained in the United States Patriot Act, Executive Order 13224, and related United States Treasury regulations and any similar law ("***Anti-Terrorism Law***"). You will immediately notify us of any misrepresentation or breach of this Section. We may terminate this Preliminary Agreement without any opportunity for you to cure upon any misrepresentation or breach by you of this Section.

12. **INDEPENDENT CONTRACTOR AND INDEMNIFICATION**.

A. This Preliminary Agreement does not create a fiduciary relationship between us. You shall conduct your activities under this Preliminary Agreement as an independent contractor, and nothing in this Preliminary Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee or servant of the other for any purpose, and you covenant not to assert otherwise in any forum. Although you must comply with this Preliminary Agreement and the System, you will have full and complete control of the manner in which you comply and full and complete control of the day-to-day operation of your business policies and practices. The parties acknowledge and agree that the creation of the above described relationship and the parties' respective ability to perform and to be legally recognized as such during the term of this Preliminary Agreement is part of the essence and a principal purpose of this Preliminary Agreement.

B. You shall conspicuously identify yourself in all dealings with prospective parents, employees, contractors, suppliers, public officials and others of the public or private sphere, as an independent contractor and shall place such other notices of independent ownership on such forms, stationery, advertising, marketing and other materials as we or any of our affiliates may require from time to time. All contracts, checks, paychecks or other payment notices for your operations and services will be in your legal name. You will not enter into or sign any contracts, checks, paychecks or other payment notices in our or any of our affiliates' names or using the Proprietary Marks or any acronyms or variations of the Proprietary Marks. You will disclose in all dealings with prospective parents, employees, contractors, suppliers, public officials and others of the public or private sphere that you are an independent entity and that neither we nor our affiliates have any liability for your debts.

C. Nothing in this Agreement authorizes you to make any contract, agreement, warranty or representation on our or our affiliates' behalf, or incur any debt or other obligation in our or our affiliates' names, and neither we nor our affiliates shall in any event assume liability for, or be deemed liable as a result of any act or omission by you in your conduct of your business or any claim or judgment against us or any of our affiliates. You shall indemnify and hold us and our affiliates and our and our affiliates' respective officers, directors, managers, members, partners, shareholders, independent contractors and employees harmless against any and all claims arising directly or indirectly from, as a result of, or in connection with your activities under this Preliminary Agreement, as well as all costs, including attorneys' fees, of defending against them. We or our affiliates shall have the right to control all litigation against us or any other indemnified party or involving the Proprietary Marks, and to defend and/or settle any such claim affecting our or our affiliates' interests, in any manner we or they deem appropriate. Without affecting your duty to defend and indemnify us and our affiliates as set forth above, we or our affiliates may also elect to retain our or their own counsel at your cost to represent us or other indemnified parties. Our or our affiliates' exercise of control over the litigation shall not affect our or our affiliates' rights to indemnification under this Section 12C. Your obligations under this section shall survive the expiration, termination or transfer of this Preliminary Agreement.

D. Your Franchise Agreement, project management agreement, and other development-related agreements require you to maintain specified insurance coverage and to indemnify us and our affiliates to the extent permitted by law for claims arising from the development, construction, or operation of your School, except as expressly provided otherwise in the applicable agreements.

13. **DELEGATION**.

You understand and acknowledge that we may delegate the performance of any or all of our obligations under this Preliminary Agreement, and the right to exercise any of our rights under this Preliminary Agreement, to an affiliate, manager, agent, independent contractor, or other third party designee. However, we will remain responsible for ensuring that such obligations are performed in accordance with the terms of this Preliminary Agreement.

YOU ACKNOWLEDGE THAT YOU WOULD NOT SIGN THIS PRELIMINARY AGREEMENT IF YOU DID NOT AGREE TO BE BOUND BY ITS TERMS.

14. **NO WAIVER OR DISCLAIMER OF RELIANCE IN CERTAIN STATES**.

The following provision applies only to franchisees and franchises that are subject to state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

No statement, questionnaire, or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

SIGNATURE PAGE TO FOLLOW

Intending to be legally bound, the parties have signed this Preliminary Agreement as of the date first above written.

APPLICANT:

____
Name:
Title:
Address:
Email:________________________

____
Name:
Title:
Address:
Email:________________________

____
Name:
Title:
Address:
Email:________________________

____
Name:
Title:
Address:
Email:________________________

GODDARD FRANCHISOR LLC
1016 West Ninth Avenue
King of Prussia, PA 19406-3107
notices@goddardsystems.com

By:____________________________________

Name: ______________________________

Title:________________________________

SCHEDULE ONE

PERSONAL GUARANTY

PERSONAL GUARANTY

This Personal Guaranty (this "Personal Guaranty") is made and entered into on ________________________, 20__, by the undersigned (each, a "Guarantor"), in favor of Goddard Franchisor LLC, a Delaware limited liability company, with its principal offices in King of Prussia, Pennsylvania ("GFL").

BACKGROUND

A. [Applicant Name] ("Applicant") entered into a Preliminary Agreement with GFL dated ____________, 20__ (the "Preliminary Agreement"), pursuant to which Applicant has been granted the right and has undertaken the obligation to locate and secure a site for the development, construction, and operation of a Goddard School® business (the "School").

B. GFL requires that each direct and indirect Owner (as defined in the Preliminary Agreement) of Applicant separately guarantee the obligations of Applicant under the Preliminary Agreement and agree to be bound by all of the provisions of the Preliminary Agreement.

C. Each of the undersigned acknowledges and agrees that he, she or it is a direct or indirect Owner of Applicant.

D. Applicant and each Guarantor have requested that each Guarantor be permitted to sign this Personal Guaranty to induce GFL to execute the Preliminary Agreement. GFL has agreed to this request, on the terms stated in this Personal Guaranty.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, each of the undersigned acknowledges and agrees as follows:

1. The BACKGROUND Section at the beginning of this Personal Guaranty contains contractual terms that are not mere recitals.

2. Each of the undersigned hereby unconditionally guarantees unto GFL, its affiliates and its successors and assigns, the prompt, full payment of all sums and amounts whatsoever due, and the timely and full performance of all obligations of Applicant that are or may become due and owing to GFL, including, but not limited to, all obligations arising out of the Preliminary Agreement or any other agreement between GFL, its affiliates and Applicant relating to the School, any promissory note delivered by Applicant, and all extensions or renewals thereof, in the same manner and with the same recourse against each of the undersigned, as if the Preliminary Agreement or other agreement was signed between GFL and each of the undersigned or any promissory note was signed by each of the undersigned. Without limiting the foregoing, each of the undersigned irrevocably and unconditionally guarantees to GFL and its affiliates: (a) that Applicant shall pay all amounts to be paid and otherwise comply with all provisions of the Preliminary Agreement or any other agreement with GFL or its affiliates concerning the development of the School; and (b) that if Applicant defaults in making any such payments or complying with any such provisions, each of the undersigned shall pay forthwith upon demand all amounts due and owing GFL and all damages that may arise as a result of any such non-compliance.

3. Furthermore, each of the undersigned hereby expressly agrees that he, she, or it shall be bound by the terms and conditions of the Preliminary Agreement, as if fully rewritten in this Personal Guaranty.

4. In the enforcement of any of its rights against each of the undersigned, GFL and/or its affiliates may proceed as if each of the undersigned was the primary obligor under the Preliminary Agreement. Each of the undersigned waives any right to require GFL and its affiliates to first proceed against Applicant, or any other guarantor or to proceed against or exhaust any security (if any) held by GFL and its affiliates or to pursue any other remedy available to it before proceeding against each of the undersigned. Each of the undersigned's liability under this Personal Guaranty will be joint and several, both with Applicant and among the other guarantors. Each of the undersigned waives all presentments, demands or performance, notice of non-performance, protest, notice of protest, notices of dishonor and notices of acceptance of this Personal Guaranty and all other notices and legal or equitable defenses to which each of the undersigned may be entitled, and of the existence, creation or incurring of new or additional obligations. No dealings between GFL, its affiliates, and Applicant shall exonerate, release, discharge or in any way reduce each of the undersigned's obligations hereunder, in whole or in part and in particular and without limiting the generality of the foregoing, GFL may modify or amend the Preliminary Agreement, grant any indulgence, release, postponement or extension of time, waive any term or condition of the Preliminary Agreement, or any obligation of Applicant, take or release any securities or other guarantees for the performance by Applicant of any of its obligations, and otherwise deal with Applicant as GFL may see fit without affecting, lessening or limiting in any way each of the undersigned's liability. Nothing but payment and satisfaction in full of the obligations owing GFL and its affiliates by Applicant shall release each of the undersigned from his, hers, or its obligations under this Personal Guaranty. Notwithstanding any assignment for the general benefit of creditors or any bankruptcy or other act of insolvency by Applicant and notwithstanding any rejection, disaffirmance or disclaimer of the Preliminary Agreement, each of the undersigned shall continue to be fully liable. Upon any such assignment for the general benefit of creditors, bankruptcy or other act of insolvency, or the winding up or distribution of any of the assets of Applicant, GFL's rights shall not be affected or impaired by its omission to prove its claim or to prove its full claim and GFL may prove such claims as it sees fit and may refrain from proving any claim. Neither the liability of any of the undersigned nor the rights of GFL and its affiliates shall in any way be released, diminished, or extinguished or in any way affected by any failure on the part of GFL to assert its rights under this Personal Guaranty. Each of the undersigned agrees that recourse may be made against his or her marital community (if applicable) and his, her, or its separate property and in such order and manner as GFL may elect. Even if Applicant is deemed not to be liable for any reason, each of the undersigned agrees that he, she, or it will still remain liable and each of the undersigned waives any defenses that he, she, or it might have on account of Applicant's lack of liability. Until all obligations of Applicant under the Preliminary Agreement have been paid and satisfied in full, each of the undersigned shall have no right of subrogation and waive any right to enforce any remedy which GFL now has or hereafter may have against Applicant, and further waive any benefit of, and any right to participate in any security now or hereafter held by GFL and its affiliates.

5. This Personal Guaranty shall bind each of the undersigned's heirs, administrators, personal representatives, successors and assigns, and shall inure to the benefit of GFL, its affiliates, and its successors and assigns including, without limitation, any party to whom GFL may assign any interest in the Preliminary Agreement, and each of the undersigned hereby waives notice of any such assignment. All of GFL 's and its affiliates' rights are cumulative and not alternative.

6. Each of the undersigned agrees to pay all expenses paid or incurred by GFL in enforcing the Preliminary Agreement and this Personal Guaranty against Applicant and against each of the undersigned in collecting or attempting to collect any amounts due thereunder and hereunder, including travel, attorneys' fees, expert and investigative fees, if such enforcement or collection is by or through an attorney-at-law.

7. This Personal Guaranty shall be construed under the laws of the Commonwealth of Pennsylvania and any dispute between GFL and each of the undersigned shall be governed by and determined in accordance with the substantive law of the Commonwealth of Pennsylvania, which laws shall prevail in the event of any conflict of law. If GFL moves its corporate headquarters, it shall have the option of determining that the substantive law of the state to which it moves will replace all references to Pennsylvania law in the Preliminary Agreement and in this Personal Guaranty, or of continuing to have Pennsylvania law apply. If GFL chooses to have the law of the new state apply, GFL will so notify Applicant and each of the undersigned within six months of its move, and the chosen law will apply to the parties; except any franchise registration or disclosure law or any franchise relationship law of the new state will only apply where the jurisdictional requirements of the law are otherwise met. Each of the undersigned acknowledges that Applicant and each of the undersigned have and will continue to develop a substantial and continuing relationship with GFL and its affiliates at its offices in the Commonwealth of Pennsylvania, where its decision-making authority is vested and franchise operations are conducted and supervised. Except for GFL's right to obtain injunctive relief in any appropriate forum, any action arising out of or relating to this Personal Guaranty shall be commenced, conducted and concluded only in a state or federal court of general jurisdiction in the Commonwealth of Pennsylvania for the district or county in which GFL's headquarters are then located. Each of the undersigned irrevocably submits to the jurisdiction of these courts, waives any objection he, she, or it may have to either the jurisdiction or venue of these courts, and agrees not to argue that any of these courts is an inconvenient forum. If GFL moves its corporate headquarters, each of the undersigned acknowledges that he, she, or it will have a substantial and continuing relationship with GFL and its affiliates in the state to which it moves and that any references to Pennsylvania in this paragraph will be deemed to be references to the new state.

8. Any notices required or permitted under this Personal Guaranty shall be in writing and shall be personally delivered or mailed by registered or certified mail, return receipt requested, or sent by overnight courier or email to the respective parties at the address listed on the signature page of this Personal Guaranty unless a different address has been designated in writing by the other party. Any notice by certified or registered mail shall be deemed to have been given at the date and time of mailing. Notices by personal delivery, overnight courier or email shall be effective upon the earlier of the date of delivery of such notice, or the date after the same was sent.

9. EACH OF THE UNDERSIGNED WAIVES TRIAL BY JURY AND WAIVES ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, intending to be legally bound, each of the undersigned has signed this Personal Guaranty on the date stated below.

<u>GUARANTOR(S)</u>

(IF ENTITY):

____
[Name]

By:_________________________________

Name:_______________________________

Title:________________________________

Date:________________________________

Address: ________________________
Phone: __________________________
Email: __________________________

(IF INDIVIDUALS):

____
[Signature]

____
[Print Name]

Date:________________________________

Address: ________________________
Phone: __________________________
Email: __________________________

____
[Signature]

____
[Print Name]

Date:________________________________

Address: ________________________
Phone: __________________________
Email: __________________________

ACKNOWLEDGED:

GODDARD FRANCHISOR, LLC.

____

By: Timothy J. Dwyer

SVP, Chief Financial Officer

1016 W. Ninth Avenue

King of Prussia, PA 19406

(610) 265-8510

notices@goddardsystems.com

EXHIBIT C-2

FRANCHISE AGREEMENT

ATTACHING

DRAFT AUTHORIZATION AND PERSONAL GUARANTY

GODDARD FRANCHISOR LLC
FRANCHISE AGREEMENT

FRANCHISE AGREEMENT
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Schedule One Personal Guaranty

GODDARD FRANCHISOR LLC

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "*Agreement*"), made, entered into, and effective on _____________________, _____, is between Goddard Franchisor LLC, a Delaware limited liability company, with its principal place of business at 1016 West Ninth Avenue, King of Prussia, Pennsylvania 19406-3107 and the undersigned franchisee(s).

BACKGROUND

A. Goddard Franchisor LLC is referred to in this Agreement as "*we*" or "*us*." The undersigned franchisee(s) is referred to as "*you*." Each person or entity holding a direct or indirect ownership interest in you, and their respective spouses, is referred to as an "*Owner*."

B. We, our affiliates, and our predecessors have expended substantial resources to develop a system (the "*System*") for the establishment, development and operation of preschools ("*Goddard Schools*" or "*Goddard School*") for children, now known as The Goddard School®. The System includes our Confidential Operating Manual (the "*Manual*"), other proprietary information and compilations, proprietary marks, trade dress, design, décor, image, lay-out, know-how, trade secrets, procedures, standards, specifications, equipment, market analysis, procurement of students, sales and merchandising methods, quality assurance standards, training of franchisees and Goddard School personnel, marketing techniques, record keeping and business management which may be changed, improved and further developed by us from time to time.

C. We grant franchises to qualified persons or entities to use the System, including our service mark, "***The Goddard School®***" and other identifying marks and symbols that we use now or may later use as part of the System (the "*Proprietary Marks*"). We intend to further develop and use the Proprietary Marks to identify our services and our standards of quality and service to the public.

D. You have applied for a franchise to operate a Goddard School using the System and Proprietary Marks and to receive the training, confidential information and other assistance we provide.

E. We have approved your application for a franchise in reliance on all of the representations you made in your application. By signing this Agreement, you acknowledge the importance of our quality and service standards and agree to operate the Goddard School in accordance with those standards and as described in the System. You also acknowledge that adhering to the terms of this Agreement and implementing the System as we direct are essential to the operation of the Goddard School, to the System and to all our franchisees.

F. **WE AND YOU HAVE AGREED TO WAIVE PUNITIVE OR EXEMPLARY OR CONSEQUENTIAL DAMAGES AS PROVIDED IN SECTION 23G. WE AND YOU HAVE ALSO AGREED TO WAIVE ANY RIGHT TO TRIAL BY JURY, AS PROVIDED IN SECTION 23H. YOU HAVE AGREED TO WAIVE ANY RIGHT TO PURSUE ANY CLASS CLAIMS, AS PROVIDED IN SECTION 23I.**

AGREEMENT

The parties, in consideration of the undertakings and commitments of each party to the other party set forth in this Agreement, hereby mutually agree as follows:

1. **APPOINTMENT**.

A. We hereby grant to you, upon the terms and conditions of this Agreement, the right and franchise to operate one Goddard School, and to use solely in connection therewith the System, as it may be changed, improved and further developed from time to time and the Proprietary Marks, at the following location (the "*School*"):

____

____

You accept this grant and agree to use your best efforts to develop and fully exploit the business potential of the School utilizing the System and the Proprietary Marks. In this Agreement, except where distinctions are specifically noted or the context may require, references to the "*School*" include the School you develop at the location stated above (or any location to which the School may be relocated in accordance with this Agreement), and if applicable, together with any approved Annex (as defined in Section 1D) that you develop in accordance with this Agreement associated with the School you develop at the location stated above (or any location to which the School may be relocated) (sometimes referred to as the "associated School" with regard to an Annex). You may not relocate the School except with our prior written consent.

B. Provided you are in compliance with this Agreement, we will not during the term of this Agreement establish, or license any other franchisee to establish, more than one Goddard School under the System for each 10,000 households in the county in which the School is located. Any Annex that we may authorize to operate in association with any Goddard School pursuant to our guidelines that we set in the Manual or otherwise in writing will not count as a separate Goddard School for the purpose of determining the number of Goddard Schools in the county, but together with its associated Goddard School, will count as one Goddard School.

C. Except as specifically stated in Section 1B above, you acknowledge and agree that this franchise is nonexclusive and that we and/or our affiliates, subsidiaries, or other franchisees or licensees may compete with you for customers within and outside of the county described above. We and our affiliates retain the rights, among others, without granting any rights to you, to sell and license others to sell services and products authorized to be offered by Goddard Schools or businesses operated under any other names and trademarks, directly or indirectly, at retail or wholesale, through similar or dissimilar channels of distribution, on terms we consider appropriate, regardless of their proximity to the School or whether they compete with you. The alternative channels of distribution for services include, for example, sales of services in separate areas or concession departments set aside for the School within other retail establishments or business, co-branding relationships, catalog business or via the Internet and any similar outlets or distribution methods we determine. We do not grant you any rights to distribute products or services through alternate channels of distribution, and you will have no right to share, nor should you expect to share, in any of the proceeds we and/or our affiliates or franchisees or licensees or any other party receives in connection with the alternate channels of distribution. For purposes of this Agreement, an "affiliate" of a person means, with regard to a business entity, an entity that is controlled by that business entity or is under common control with that business entity.

D. We may allow you to operate an annex to the associated School with our prior written approval ("*Annex*"), which we may grant or withhold in our sole business judgment, whether attached or free-standing, in connection with the original construction or later as an expansion of the associated School, and subject to the terms of this Agreement. An Annex to the associated School must meet our then current criteria for the proximity of an Annex to the associated School as provided in the Manual or otherwise in writing. We must approve all programming for the Annex in advance in writing. Any approved Annex developed under this Agreement will be governed under this Agreement and not under separate franchise agreements. Approval of any Annex will be evidenced in an amendment to this Agreement designating the location of the Annex (the "*Annex Amendment*"). We may instead of allowing you to add an Annex by amendment to this Agreement, in our sole business judgment, require that you enter into our then-current form of the Franchise Agreement (or the then-current form of the Franchise Agreement (Renewal)) for the remaining term of this Agreement, together with the applicable Annex Amendment. If the location of the Annex is not identified at the time we and you enter into the Annex Amendment, the location will be selected and approved under the terms of this Agreement and the applicable Annex Amendment and then designated by an amendment to the applicable Annex Amendment. You may not relocate any Annex except with our prior written consent.

2. **TERM AND RENEWAL**.

A. The term of this Agreement and franchise shall run for 15 years from the date we sign this Agreement or from the date on which the School is granted a full and final Certificate of Occupancy from the applicable governmental authority, whichever is later. We may prepare a certificate confirming the date of issuance of the full and final Certificate of Occupancy and the expiration date of this Agreement. Provided the certificate we prepare is reasonably satisfactory to you as to form and content, you will execute and return the certificate within 10 days after request. If you fail to execute and return the certificate, you will be conclusively deemed to have agreed that the information in the certificate is accurate and you will have thereby waived any right to object to the accuracy of the information unless you deliver to us, during the 10 day period, written notice objecting to the information and describing in detail your reasons for so objecting. We and you may provide in the Annex Amendment that the term of operation of any Annex may be for less than the full remaining term of this Agreement as long as you operate the associated School at all times during the full term of this Agreement. If we and you agree to limit the term of operation of any approved Annex, you will enter into a lease or other occupancy agreement for the Annex for the reduced term. Your right to operate any Annex will terminate or expire when this Agreement terminates or expires (or earlier if provided in the Annex Amendment).

B. You may renew this franchise for additional periods of five years each, provided that you:

(1) give us written notice of your intent to renew at least six but no more than 12 calendar months before the expiration of the initial or current renewal term;

(2) have substantially complied with this Agreement throughout the term and any renewal term and must not be in breach of any provision of this Agreement or any other agreement between you and us or any of our subsidiaries or affiliates;

(3) have the right, through ownership or lease, to occupy the premises of the School, including any approved Annex (unless otherwise agreed), for the length of the renewal term;

(4) provide us with a copy of the lease agreement that will be in effect for the School during the renewal term;

(5) complete any training we require;

(6) pay us a renewal license fee of $10,000 when you provide written notice of your intent to renew to cover the background check expense for up to two people and our reasonable administrative and other costs; the renewal license fee, when paid, shall be deemed fully earned and non-refundable;

(7) pay us our then-current background check fee for any people above the two persons whose background check expense is covered by the renewal license fee, and your background check results for all persons are satisfactory to us; our current background check fee is described in Section 4A(3);

(8) have complied to our satisfaction with all obligations to maintain the School in first class condition and repair and in compliance with the System, including obligations to remodel, refurbish and improve the School as required by this Agreement to conform to our then-current standards and trade dress;

(9) unless otherwise agreed by you and us, sign our then-current form of rider to lease and collateral assignment or option to lease agreement and right of first refusal, as appropriate, including with regard to any approved Annex, unless a prior version of such agreement has already been signed, remains in effect and applies during the renewal term and permits us to retain rights under the lease that we had during the initial term to occupy the School premises that we deem then satisfactory in our sole business judgment;

(10) sign a general release, in a form satisfactory to us, of us and our subsidiaries and affiliates and our/their respective officers, directors, managers, members, shareholders, partners and employees in our/their corporate and individual capacities; and

(11) sign our then-current form of franchise agreement (limited to the renewal term), which agreement shall supersede in all respects this Agreement, and the terms of which may differ from the terms of this Agreement including a higher percentage royalty fee and marketing fee. If

we then only enter into franchise agreements with individuals and not business entities, the Owners must enter into the renewal franchise agreement individually and must then assign the renewal franchise agreement to you (if you are an entity) or a successor entity.

3. **OUR SERVICES**.

A. We shall provide an initial training program to up to two individuals named as parties to this Agreement or two Owners (as applicable) that you designate or we require, covered by the initial training and opening support fee stated in Section 4A(2); no additional fee shall be payable for training we provide under this Section 3A and Section 6D to such individuals but we may charge an additional fee for any additional individuals who attend training, as set forth in Section 4A(2) and Section 6D. The initial training programs will be delivered through a blend of online coursework, virtual, live sessions and in person training at our corporate offices or at another training site we select in accordance with our then current training program and via virtual and/or in-person one-on-one or small group training. You must pay for the expenses of all individuals during training, including the cost of food, all transportation and lodging costs for any in-person training portion. We shall also make available any other training programs as we deem appropriate. All training shall be at the times and places we designate and/or delivered via our online learning management system, Internet, webinar or other form of electronic communication. We may, in our sole business judgment, require additional training. You shall bear any transportation and lodging expenses for any in-person training and all other expenses incurred during any other training programs and any additional training, including the cost of food, for all individuals attending.

B. We shall provide for opening promotion, brand development, public relations, and initial marketing of the School at your expense, subject to applicable law.

C. We shall provide initial and continuing advisory assistance in the operation of the School as we deem appropriate.

D. We shall provide you with a set of specifications as to the types and quantities of supplies and equipment necessary for operation of the School and specifications for signs.

E. We shall make available to you the Manual, as described in Section 8 below.

F. We shall use commercially reasonable efforts to ensure that the School maintains high standards of quality, appearance, professionalism and service of the System and, to that end, shall conduct periodic inspections of the School as we deem advisable.

G. We shall administer the marketing funds paid by you under this Agreement as described in Section 5B below.

H. We shall provide assistance and help support with school specific and local marketing efforts and management of leads using tracking systems we deem appropriate in our business judgment. Our support may be primarily by telephone or electronic communication, including email.

I. If you participate in the Real Estate Support Program (as defined in Section 6A), we or our affiliate, Goddard Real Estate Development Company, LLC ("*Goddard Development Company*"), may also: (i) identify and evaluate potential sites and a third-party real estate developer for your School (the "*Real Estate Developer*") and present site approval materials and proposed Real Estate Developers to you for your review; (ii) prepare and coordinate the negotiation of the Real Estate Documents (as defined in Section 11G); (iii) coordinate pre-construction and construction activities through the Real Estate Developer and an approved third-party project management provider and monitor progress toward key development milestones; and (iv) set standards for the development process, including required use of approved or designated vendors.

4. **FEES**.

A. You agree to pay us:

(1) An initial license fee of $135,000 for the School. The initial license fee, when paid, shall be deemed fully earned and non-refundable. The initial license fee shall be due and

payable in two installments, $30,000 upon your signing of this Agreement, less any deposits previously paid to us, and $105,000 when you receive the Opening Invoice (as defined below).

(2) An initial training and opening support fee of $35,000 for initial training for up to two individuals named as parties to this Agreement or two Owners (as applicable) and for all services related to the School opening programs. Additional individuals may participate in the initial training program if you pay us a fee of $3,500 per additional person. The initial training and opening support fee and any additional training fees set forth in this Section shall be due and payable at approximately the same time that a Certificate of Occupancy, Temporary Certificate of Occupancy or Use and Occupancy Certificate ("*Certificate of Occupancy*") is issued for the School. At that time, we will present you with a statement ("*Opening Invoice*") showing the status of your account and you must pay us immediately the amounts outstanding on the Opening Invoice by wire transfer.

(3) To the extent not previously paid, a background check fee. As of the date of this Agreement, the fee is $1,500 per person. If we request additional background checks during the term of this Agreement pursuant to Section 2B(6) (renewal), this Section 4A(3), Section 6T (deemed desirable, including in connection with the development of an Annex), Section 10G (new spouse), Section 12B(5) (transfer), or Section 12J (add-on individual franchisees), you shall pay us a background check fee for each such background check, except for a background check we conduct under Section 6T if the background check is within five years of the last check on the individual (and not related to development of an Annex, a renewal, addition of a new spouse, or a transfer), and shall pay us the background check fee upon demand. The background check fee, or any amount collected and deemed covering the cost for a background check for up to two persons in connection with a renewal license fee or franchisee add-on fee, is not refundable.

(4) A site development fee of $35,000 shall be payable for the School upon your receipt of the Opening Invoice for the School. We may also charge you a reasonable fee, up to the amount of our then-current site development fee for our services in connection with any relocation, expansion, Annex and/or material alterations of the School payable upon your receipt of the Opening Invoice for the Annex or upon our request with respect to the School or the Annex.

(5) If you participate in the Real Estate Support Program (as defined in Section 6A below), you shall pay our affiliate, Goddard Development Company, a project management fee of $75,000 to reimburse Goddard Development Company for its costs incurred in connection with pre-opening third-party project management services. This fee covers the amount that Goddard Development Company pays the applicable third-party project management provider for pre-construction and construction coordination services under a project management agreement. You must pay $30,000 of the project management fee upon your or your affiliate's (as applicable) execution of a preliminary agreement or a development agreement (as applicable) for the School, or upon execution of this Agreement (if you did not sign a preliminary agreement or development agreement for the School). After the site is secured under a real estate purchase agreement or lease, you will pay Goddard Development Company the remaining $45,000 portion of the project management fee under this Agreement. If the third-party project management vendor invoices Goddard Development Company for an amount less than $75,000, Goddard Development Company will refund the balance to you. The project management fee is not otherwise refundable. The project management fee is in addition to the site development fee described in Section 4A(4).

(6) A continuing monthly royalty fee during the term of this Agreement in an amount equal to 7% of all revenue earned for all services or products of any nature rendered or sold at or from or as a result of the School ("*Gross Receipts*"). The revenues of any approved Annex are included in Gross Receipts.

(7) For the avoidance of doubt, no initial fee is payable for the establishment of an approved Annex.

B. All monthly royalty fees and TGS Marketing Fund continuing marketing fees (described in Section 5 below) shall be payable monthly on the third business day of each month on Gross Receipts for the preceding month. We will electronically withdraw the payment on or after the third business day of any month. If you fail to report your Gross Receipts on a timely basis, we may estimate your Gross Receipts and withdraw from your operating account the amounts estimated to be due to us for the royalty fee, TGS Marketing Fund continuing marketing fees and any bank fees. Once you have submitted the Gross Receipts report, any overpayments from the estimated amount will be forwarded to you or credited to your account less any bank fees; if the estimated amount was an underpayment, you shall immediately pay the remaining amount due, with interest and any bank fees.

C. Any late payment under this Agreement or any other agreement with us or our affiliates shall bear interest compounded monthly from the due date until paid at 1.5% per month or the maximum legal interest rate, whichever is lower. Entitlement to interest shall be in addition to any other remedies we or our affiliates or subsidiaries may have.

D. You shall make timely payments of all obligations related to the School to suppliers, vendors, lenders or lessors and any other indebtedness incurred by you in operating the School. If we pay any expense on your behalf you shall reimburse us promptly. Failure to comply with this Section 4D shall be a default of this Agreement.

E. You shall promptly pay when due all taxes levied or assessed by any tax authority. Failure to do so shall be a default of this Agreement. You shall be responsible for any sales tax, use tax, gross receipts tax, excise tax or other similar tax (collectively "*Sales Tax*") imposed by law on all payments you make to us or our affiliates under this Agreement or otherwise, in connection with the School, whether assessed on you or on us or our affiliate. We and our affiliates may collect some of the Sales Tax from you for transmittal to the taxing authority on your behalf. You will reimburse us and our affiliates for any Sales Tax we or our affiliate pay directly to any taxing authority on your behalf in connection with the School. You are responsible for any Sales Taxes that we do not collect and/or remit on your behalf.

F. We may charge a fee for use of our proprietary software (currently called Franchise Management System (FMS)). We may charge a reasonable systems fee for use of our computer systems that we may provide or require you to use, for modifications, enhancements, and installations made to our computer systems (including all hardware, software, Saas (Software as a Service) and firmware, and network infrastructure, including a router and firewall) (network infrastructure, including a router and firewall are sometimes separately referred to as "*IT Security*"), network equipment / wireless access point devices, and telephone systems including telecommunications infrastructure products and support services) and our proprietary software. We may also charge a reasonable fee on an individual franchisee basis for other information technology maintenance and support services we may provide that we determine, in our sole business judgment, are in excess of the general level of services we then provide to franchisees. These fees will be payable within 30 days following your receipt of notice of the fee and we may withdraw the amount from your operating account pursuant to your pre-authorized draft forms as provided in Section 4G.

G. You shall maintain one operating account to make all payments required by this Agreement. At our request, you will sign and deliver to us appropriate pre-authorized draft forms to establish a bank draft arrangement for the operating account with respect to any amounts due to us under this Agreement and make sufficient funds available in the operating account no later than the due date for any required payments. You agree to advise us at least 20 days in advance of any change in your bank, financial institution or account and you will not make any change without first obtaining our written consent and signing new draft forms with us. You shall pay us the greater of $30 or the amount of any returned, stop payment or insufficient funds fees or any similar or related fees charged by any financial institutions or any electronic funds transfer network or ACH for an unsuccessful or late payment and any replacement payment. You acknowledge and agree that this Section is intended to serve as your authorization for us to withdraw payment of any amounts due to us under this Agreement under any type of electronic funds transfer or wire transfer process. Notwithstanding the foregoing, we shall have the right, in our sole business judgment, to require you to pay any amounts due to us under this Agreement by means other than bank drafts, and you agree to comply with our payment instructions.

H. You shall not withhold any payments on any grounds, including allegations of our non-performance.

5. **<u>MARKETING AND PROMOTION</u>**.

Recognizing the value of marketing and promotion, and the importance of the standardization of marketing and promotion programs to the furtherance of the goodwill and public image of the System, the parties agree as follows:

A. You will pay us or our affiliate an initial marketing fee for opening promotion, brand development, public relations, general administrative expenses, and initial marketing of the School in the amount of (i) $55,000 if you have up to 130 full-time equivalent enrollment capacity; (ii) $65,000 if you have between 131 to 160 full-time equivalent enrollment capacity; or (iii) $75,000 if you have more than 160 full-time equivalent enrollment capacity. You will pay us or our affiliate $55,000 of the initial marketing fee upon your signing of this Agreement and the balance (if any) of the initial marketing fee when you receive the Opening Invoice.

B. You will pay us a continuing monthly marketing fee for the national marketing fund for The Goddard School brand, which is called TGS Marketing Fund (the "*TGS Marketing Fund*" or the "*Fund*") in the amount of 4% of Gross Receipts of the School, including the Gross Receipts derived from any Annex. We may assess a continuing monthly marketing fee in a lesser amount than the amount we have the right to assess if we determine, in our sole business judgment, that the lesser amount will purchase an appropriate level of marketing for the brand or the TGS Marketing Fund, provided that assessment of a lesser amount does not constitute a waiver of our right to assess the full amount authorized under this Section 5B. Unless required by applicable law, we will have no obligation to create a trust account, escrow account, or other special account for the TGS Marketing Fund, and the monies comprising the TGS Marketing Fund may be placed in our general account(s) if we desire. No fiduciary duty is created by the existence of the TGS Marketing Fund. We intend the TGS Marketing Fund to be of perpetual duration, but we maintain the right to terminate the TGS Marketing Fund or to create new accounts or merge accounts. We will not terminate the TGS Marketing Fund until all money in the TGS Marketing Fund has been expended for marketing, promotion or other appropriate purposes or returned to contributors on the basis of their respective fees.

All monthly marketing fees shall be payable at the same time as the monthly royalty fee as provided in Section 4B above. We may designate an affiliate to administer the TGS Marketing Fund and/or marketing and promotional programs for us, and may transfer to our affiliate all or a portion of the marketing fees paid by you, and we may direct you to pay all or a portion of your monthly marketing fees directly to our affiliate. We or our affiliate will direct all marketing, promotion or other appropriate uses to be undertaken through the use of the TGS Marketing Fund in our or our affiliate's sole business judgment. We or our affiliate will have control over all creative concepts, materials and media used in all programs and the placement and allocation of all programs. Neither we nor our affiliate has an obligation to spend any or all of the marketing fees within the period or the year collected. We may use the fees for marketing for future time periods, or to reimburse us or our affiliate for expenses incurred before collection of the marketing fees from you or other franchisees. Marketing fees are non-refundable. We or our affiliate may receive and retain discounts or commissions from the placement of marketing. We may estimate your Gross Receipts and collect estimated continuing marketing fees if you fail to report your Gross Receipts on a timely basis, as provided in Section 4B.

You acknowledge our right to pay from the marketing fees collected all costs and expenses related to the formulation, development, production, media and all other costs of marketing and promoting The Goddard School® brand including operating expenses and the proportionate compensation of our and our affiliates' employees who devote time and render services in the conduct, formulation, development and production of marketing and promotion programs or who administer these funds. These marketing and promotion costs and expenses may include website development and costs, web-based marketing development, intranet development and costs, reputation management, marketing automation tools, email marketing, public relations, digital and non-digital media vehicles, content management software, licensed content and imagery, SEO software, agency fees, toll-free school locator costs, fees for consultants to assist with strategy development, research, general marketing and system projects, and costs and fees related to the research and development of potential products and services, materials and other services intended to promote The Goddard School® brand or increase School enrollment such as surveys, mystery shops, teacher recruitment and retention, and other activities intended to promote the goodwill of the brand or System. You further acknowledge that marketing fees payable under this Agreement will not be used to pay for your print and online business listings advertisements or the costs of any services that you engage directly and that we or our affiliate do not provide, for example, social media placement firms (see Sections 5C, 5D and 5E below). We will spend all marketing fees for media and advertising as described in this Agreement on a national, regional and/or local basis. We reserve the right to include a message or statement in any marketing indicating that franchises are available for purchase and related information. You agree that marketing and promotion conducted by us is intended to maximize general public recognition and patronage of Goddard Schools in the manner that we determine in our sole business judgment to be most effective. Therefore, we undertake no obligation to develop, implement or administer the marketing programs to ensure that the School will benefit directly or in proportion to the amount you contribute from the placement of marketing. We do not have to spend any amount on advertising in the area or territory where the School is located. If you request in writing, we will provide an annual statement of receipts and disbursements of the TGS Marketing Fund. The TGS Marketing Fund receipts and disbursements are not subject to audit. You may have to purchase marketing materials produced by the TGS Marketing Fund or by us or our affiliates; we, our affiliates or the TGS Marketing Fund may make a profit on the sale.

C. You acknowledge the need to market and promote your business on a local basis in accordance with our then current guidelines and standards, which are in the Manual. Accordingly, you agree to execute school specific marketing and advertising, however the payment of these services are your sole responsibility. You agree that your obligation to execute school specific marketing and advertising under this Agreement is not diminished notwithstanding the actual amount of expenditures by other franchisees of ours, or of default of this obligation by any other franchisees. We may designate one or more marketing agencies and/or other suppliers for all national, regional and local marketing and you must engage the designated agencies and/or other suppliers for local marketing if we do so.

D. We will secure the telephone number and listing for the School including any approved Annex. Either we or you will own the telephone number depending on the telephone service you choose. Typically we will own the telephone number in the case of a landline, but you will own the telephone number in the case of VOIP (Voice Over Internet Protocol) telephone service and certain other telephone service options. You shall notify us in writing of all telephone numbers and telephone service providers used by the School, including any approved Annex, and you shall promptly notify us in writing of any change or addition of telephone numbers and telephone service providers for the School. At your request, we will consider and may, in our sole business judgment, contract for any changes for telephone service providers of the School if we own the telephone number. We shall have the right to control all business listings advertising, including any Internet based advertising. We shall determine, in our sole business judgment, the size of display advertisements and the type of advertisements to be placed in all business listings advertisements. You agree to pay the telephone company directly for all telephone numbers you own or use. You also agree to reimburse us upon your receipt of an invoice from us, for all telephone bills we may pay with respect to telephone service and telephone number(s) used by the School (whether or not you own the telephone number(s) or have direct responsibility to the telephone company.) We will place all print and online business listings advertising for you and other franchisees of the System.

E. All marketing and promotion by you of any type shall be conducted in a dignified manner and shall conform to the standards and requirements we prescribe. You shall submit to us, for our approval, samples and descriptions of all marketing and promotional plans, webpages, electronic content, emails, signs, materials and methods of delivery that you desire to use and that have not been prepared or previously approved by us. You shall not use any marketing or promotional plans, webpages, electronic content, emails, materials or methods of delivery or posting unless and until approval has been obtained from us, and you shall not use any marketing or promotional program that was approved by us more than 12 months before your planned date of publication, posting, delivery or use, without first receiving our written approval to use or publish those materials. At our request, you will include a message or statement in any advertisement, including any signs you purchase at your expense, indicating that franchises are available for purchase and related information.

F. You shall not develop, own or operate any website, webpage, domain name, email address or other identification of the School using the Proprietary Marks or otherwise referring to the School without our prior written consent, which we are not obligated to provide. The restrictions on your marketing in Section 5E and this Section 5F include any electronic medium for communication, including websites, webpages, email, texting, blogs and social networking sites.

G. The telephone numbers we secured and provide to you, or that you secure and own and identify to us in written notice, shall be the only telephone numbers used in all marketing in any medium, including any toll-free line. You shall not own any toll-free lines without our written approval.

H. In an effort to maximize the efficiency of marketing and promotions, we may, from time to time, purchase marketing or otherwise advance funds on your behalf in advance of your initial marketing fee or otherwise. We shall be entitled to full reimbursement from you of any funds we advanced for your benefit. Reimbursement shall occur upon our request. In addition, if the Franchise Agreement is terminated, expires or is transferred before we have been fully reimbursed for any advanced funds, you must immediately reimburse us any outstanding amounts due under this Section 5H.

6. **DUTIES OF FRANCHISEE**.

A. You are required, at your expense, to purchase or lease a suitable location which we have approved for the operation of the School, including any approved Annex. Our affiliate, Goddard Development Company, offers a structured real estate development support program (the "*Real Estate Support Program*") intended to support you in the identification, development, and opening of the School at an approved location. You must participate in the Real Estate Support Program, unless we approve an exception in writing; provided, however, that as of the effective date of this Agreement, the Real Estate Support Program does not apply to any Annex. Any exception may be subject to conditions we determine, may be revoked if circumstances change, and does not create any ongoing or future entitlement to future exceptions for other Goddard Schools that you, your affiliate(s), or any other individuals or entities develop. If we grant an exception for one franchisee or site, we are not required to grant an exception for any other franchisee or site. Your participation in the Real Estate Support Program does not assure that a School will open within any particular timeframe or at any specific cost.

Under the Real Estate Support Program, you or a third-party Real Estate Developer that we or Goddard Development Company approve may be responsible for acquiring the site, financing and managing construction, and leasing the completed site to you. The Real Estate Developer will not be our affiliate and will not act on our or any of our affiliates' behalf. Neither we nor Goddard Development Company guarantee the Real Estate Developer's performance, financial condition, or ability to complete construction or deliver the site. You should independently evaluate the Real Estate Developer and the terms of any transaction before proceeding.

Before signing any lease or purchase agreement, you must obtain our approval of the lease or purchase agreement. The term of the lease must be at least the full term of this Agreement, fifteen (15) years (which may include option terms), and coterminous with the effective and expiration dates of this Agreement. If we require you to sign our then-current form of option to lease agreement and right of first refusal, we shall have the right (but not the obligation) to record our then-current form of memorandum of the option to lease agreement and right of first refusal in the real estate records applicable to the School's location. We will not unreasonably withhold our approval of a lease or purchase agreement, but you agree to the following provisions, which we may require be stated in the lease:

(1) the premises shall be used only as The Goddard School;

(2) no part of the premises may be assigned or subleased except as part of a sale of the School approved by us;

(3) we shall have the right to enter the premises to inspect and make any modifications we deem necessary to protect the Proprietary Marks;

(4) we shall have the right to receive an assignment of the lease on termination of the Franchise Agreement; and

(5) you shall not make any changes to the building or premises without our consent.

If you lease your School premises, including any approved Annex, you will sign a rider to your lease and collateral assignment in a form we require to secure your obligations to us under the terms of the Franchise Agreement, and you will obtain the landlord's consent to the assignment, also in a form we require. In addition, if you lease your School premises, including any approved Annex, the individuals or affiliated business entity on the lease must be the same as the individuals or entity that is the franchisee under this Agreement.

If you participate in the Real Estate Support Program, Goddard Development Company will provide real estate-related administrative coordination and oversight functions, which may include: (i) preliminary identification and evaluation of potential sites for your School; (ii) presentation of site approval materials to you and the Real Estate Developer; (iii) preparation and negotiation of certain documents using approved forms and required provisions, including letters of intent, real estate purchase agreements, assignments, leases, and/or project management agreements, which will be executed by the Real Estate Developer, assigned to the Real Estate Developer, or presented to you for review and execution, as applicable; (iv) coordination of pre-construction and construction activities through the Real Estate Developer and/or an approved third-party project management provider; (v) monitoring progress toward key development milestones; and (vi) setting standards for the development process (including required use of approved or designated architects, sign vendors, permit expeditors, and general contractors). We and Goddard Development Company retain the right to determine the sequencing, timing, scope, and manner in which these support services are provided, and certain services may be performed concurrently or not at all depending on project circumstances.

Goddard Development Company's role under the Real Estate Support Program is limited to coordination, standard-setting, and monitoring progress. Your participation in the Real Estate Support Program does not transfer ownership, financial responsibility, or ultimate decision-making authority for your School to us or Goddard Development Company. You remain solely responsible for (i) securing all financing for your School; (ii) entering into and performing under the lease, loan documents, the project management agreement, and all other development agreements and construction contracts; (iii) compliance with all applicable laws and regulations; and (iv) all risks associated with site development and construction, including the Real Estate Developer's performance. Neither we nor Goddard Development Company provide legal, financial, real estate brokerage, engineering, architectural, or investment advice. You must retain your own independent legal counsel and financial advisors to review and advise you regarding all leases, loan documents, and development agreements before execution. You will be actively involved in all phases of real estate development, review required materials and information to make informed decisions, and make all decisions based on your own judgment after consultation with your independent legal and financial advisers.

Under the Real Estate Support Program, you will review the site approval package and participate in lease negotiations, and you must approve and accept the final lease before execution. You will execute the lease directly with the Real Estate Developer and you will also enter into the project management agreement described in this Section 6A. You are not required to proceed with any site, lease or Real Estate Developer presented through the Real Estate Support Program. You may decline to proceed if the terms are unacceptable to you. Our and Goddard Development Company's involvement in site and lease coordination is intended solely to facilitate efficiency in the development process and should not be relied upon as a substitute for your independent legal or financial review. If you choose to proceed, you will do so in your own judgment based on advice from your independent legal and financial advisers.

If you participate in the Real Estate Support Program, you must use architects, FF&E (furniture, fixtures, and equipment) vendors, permit expeditors, sign vendors, playground vendors, and a third-party project manager that we designate or approve. You must develop your School using our standardized prototype building plans. Custom designs are not permitted without our prior written approval. You agree to adhere to and comply with our and Goddard Development Company's processes and requirements under the Real Estate Support Program. You shall cause the Real Estate Developer to follow all of our and Goddard Development Company's policies, including use of our approved or designated third-party pre-construction vendors, inclusion of our approved general contractors in the bidding process, and adherence to our standardized School prototype.

Under the Real Estate Support Program, you must enter into a project management agreement under which we, our affiliate, and/or a designated third-party project management provider coordinates certain pre-construction and construction-related activities. Such coordination may include facilitating communication among vendors, monitoring schedules, administering approved change orders within defined limits, and reporting progress. This coordination role does not eliminate your or the Real Estate Developer's responsibility for construction quality, budgeting decisions, cost overruns, permitting delays, safety conditions, or compliance with applicable laws. Construction and development inherently involve risks, including delays, defects, cost increases, and third-party claims, all of which remain your responsibility. Neither we, Goddard Development Company, nor any of our other affiliates guarantee that a suitable site will be identified through the Real Estate Support Program, that a Real Estate Developer will be available or willing to develop a particular site, that financing or permits will be obtained, that construction will be completed within any estimated timeframe, or that the cost of development will not exceed estimates. All schedules, budgets, and timelines are estimates only and may be affected by factors beyond our, Goddard Development Company's or the Real Estate Developer's control.

If you or a business entity affiliated with you purchases the site for the School, including any Annex, in addition to items 1, 2, 3 and 5 above of this Section 6A, you or the affiliated entity shall sign our Option to Lease Agreement and Right of First Refusal, which gives us the option to lease the premises on termination of this Agreement and a right of first refusal if you sell any interest in the property during the term of the Franchise Agreement. You shall notify us immediately of any change in ownership of the premises of the School during the term of this Agreement, and you shall notify us before the acquisition of the premises by you or a business entity affiliated with you. If you initially lease the premises and then you or a business entity affiliated with you acquires the School premises during the term of this Agreement, you or the entity must sign our then-current Option to Lease Agreement and Right of First Refusal when you acquire the premises. Any entity or individual that owns the School premises must be a separate individual or entity from the individual or entity that is the franchisee under the Franchise Agreement (as applicable), and you must submit to us for our prior review a lease between you and the individual or entity that owns the property.

You shall submit to us for prior approval all construction plans, site plans and blueprints for each location we approve, including any proposed sites for relocation of the School, including any Annex, and any expansion or material alterations of the premises or playgrounds of the School, including any Annex. We will provide prototypes of building plans and you will need to hire an architect and engineer.

Subject to the requirements under the Real Estate Support Program (if you are required to participate therein), we may, in our sole business judgment, require you to engage and pay third party design/build professionals we designate or if we do not designate design/build professionals you must use, we, in our sole business judgment, may require you to engage and pay a third party construction manager we designate or approve for construction management services in connection with the development and construction of the School, any Annex, or other construction project. The services of a qualified, licensed architect and engineer, who we have approved or designated for use by our franchisees, will be required to adapt our prototype building plans and specifications for the remodeling or finish-out of the School. If the School is your first The Goddard School® franchise, you must use an architect designated by us. If you fail to use our designated architect, in addition to our other rights and remedies, we will charge you a $2,500 fee to review your architect's building plans and specifications. You may not commence construction without our prior approval of the proposed building plans and specifications. We may from time to time develop or approve variations with respect to our prototype locations and plans although we have no obligation to do so. If the current prototype building plans have never been used in the state in which the School will be located, or the School will be located in a retro-fit building, you may have to pay additional fees to the architect and engineer to bring the prototype into compliance with state-specific requirements. In addition, you must submit to us for our prior approval any bids you receive for any construction activity related to the School. You must not approve any construction bids without our prior approval. We may condition our approval of any expansion, Annex, and material alterations on your obtaining certain insurance coverage before beginning construction, or on other terms. During construction, you shall obtain our approval on all change orders and material modifications to the approved plans. If you enter into a contract with third party design/build professionals, developer or contractor for the construction or expansion of the School, including any Annex, the contract shall contain a substantial completion date, and you shall submit a copy of the contract for our files. You agree to adhere to and comply with our site selection, site development and construction processes including securing the adherence to these processes by your developer and/or contractor(s).

Any expansion, Annex, and material alterations of the School premises or playgrounds (including material alterations to any Annex) shall become part of the School premises for all purposes under this Agreement, including without limitation (i) the requirements under this Section 6A, including but not limited to the requirement that the premises shall be used only as The Goddard School, and (ii) the Gross Receipts reporting requirements under Section 10B and continuing monthly royalty and continuing monthly marketing fee payment obligations under Section 4A(6) and Section 5B respectively. No additional initial license fee, initial training and opening support fee or initial marketing fee shall be payable solely in connection with any expansion, Annex or material alteration pursuant to Sections 4A(1), 4A(2) or 5A, but a background check fee pursuant to Section 4A(3) may be payable in connection with the development of an Annex. For the purposes of the accounting and records requirements of Section 10, any expansion, Annex, or material alteration will have a computer system, including all hardware, software, Saas (Software as a Service) and firmware and IT Security, network equipment / wireless access point devices, and a telephone system, including network and telecommunications infrastructure products and support services, on the premises, but they will be integrated with and not separate from the computer system and IT Security and network equipment / wireless access point devices installed at the associated School, but we may require that you be able to identify Gross Receipts and costs associated with any Annex and that you have a separate telephone number for any Annex. We may charge you a reasonable fee, up to the amount of our then-current site development fee, for our services in connection with any relocation, expansion, Annex and material alterations of the School, including any Annex.

B. You shall develop the School, including any approved Annex, in the manner prescribed by us for Goddard Schools, including the implementation of the System, and shall use in the development and operation of the School only those approved suppliers we designate or those brands and types of equipment and supplies which meet our standards and specifications. Our approval or designation of a brand or type of equipment or supplies or our approval or designation of a vendor or supplier does not constitute our guaranty or warranty of the equipment or supplies or of the vendor or supplier. We may designate an approved sole supplier or approved sole suppliers, including ourselves and our affiliates, for any one or more items, and you will have to purchase (at then-current prices) from them or us. We may require you to sign separate agreements with suppliers that we designate or approve for the purchase of certain products or services. We may share with suppliers certain information about you and your ability to pay for the costs associated with opening the School, including commitment letters from your lender(s) and/or similar documentation. Your lender(s) must each sign a notification agreement in a form prescribed by us to ensure that we are promptly notified if you default on any loan. We require that you purchase certain products and services from our approved suppliers directly or through design/build professionals we designate. We may obtain revenue from you and make a profit. We may receive fees and other payments from suppliers and others in connection with your purchases and we may use the fees for our own purposes. If we offer to issue purchase orders to you which we will submit to approved suppliers on your behalf for you to purchase from third parties, you shall sign and return our then-current form of purchase orders at the time you place your order for items you choose to buy through purchase orders we issue. The purchase orders you will sign may differ from the sample purchase orders attached to our disclosure document.

C. You must investigate, keep informed of and strictly comply, at your expense, with all applicable local, state, and federal laws, rules, regulations, ordinances, standards, and directives in effect at any time related to the construction and operation of the School, including any approved Annex, and the use of any furniture, fixtures, equipment and signs. These include (without limitation) licensing requirements; "star" ratings or a point system to designate the quality of the facility; accreditation; specified minimum indoor and outdoor physical facilities and equipment; personnel screening obligations involving background checks and criminal records checks; personnel credentials, age restrictions and training requirements; obligations to report evidence of child abuse and neglect; food service requirements; requirements that playground structures provide shade; a prohibition on marketing before the operator is licensed or the business opens; and record keeping. Other applicable laws include (without limitation) the Americans with Disabilities Act and other federal and state laws relating to employees and customers with disabilities; the Fair Labor Standards Act, the Occupational Safety and Health Act and other federal and state laws governing minimum wage, overtime, working conditions and other employment-related subjects; Title VII of the Civil Rights Act, the Equal Employment Opportunity Act and other federal and state laws relating to discrimination and harassment; laws governing various other matters, such as privacy and data information security; laws applicable to health, sanitation, smoking, safety, fire and other matters; tax laws; environmental laws; and laws relating to citizenship or immigration status. Before you open the School, you must obtain all permits and certifications required to operate the School, including all business or other licenses and all zoning, access, signs and fire permits and approvals. You acknowledge the need to retain your own legal counsel to assist you in complying with these obligations throughout the term of this Agreement and any renewal terms, and further acknowledge that no employee or legal counsel of ours can or will provide you with legal advice at any time. Accordingly, you agree not to rely, or claim to have relied, on our employees or legal counsel for legal advice.

D. Before the opening of the School, the individual named as a party to this Agreement or the Owner (as applicable) you have designated, and we have approved, to conduct the day-to-day management and operation of the School (the "*Designated On-Site Owner*"), shall attend and must complete to our satisfaction all requirements of an initial training program we prescribe delivered through a blend of online coursework, virtual, live sessions and in person training at our corporate offices or at another training site we select in accordance with our then current training program and via virtual and/or in-person one-on-one or small group training. The Designated On-Site Owner must have at least a 10% ownership interest in the School or in you (if you are an entity) and must devote full time, energy and efforts to the management and operation of the School, as stated in Section 16A. You may not change the Designated On-Site Owner during the term of this Agreement without our prior written approval. The replacement Designated On-Site Owner must attend and complete to our satisfaction all requirements of our then current initial training program. Any person who has signed this Agreement and any Owner who is responsible for the day-to-day operations of the School must attend and complete all requirements to our satisfaction of our initial training program at your expense. Only individuals who have satisfactorily completed all requirements related to our initial training program we prescribe or our Director Initial Training Cohort Program described in Section 6F may lead tours of the School for parents of prospective students or others or serve in a management role in the School with respect to overseeing the relationship with parents of the School's students or School employees. Training may take place in one or more sessions, with a session varying from one or more consecutive days to two or more consecutive weeks and you will have to plan your schedule accordingly. Up to two individuals named as parties to this Agreement or two Owners (as applicable) may attend our training at your request covered by the initial training and opening support fee stated in Section 4A(2); no additional training fee shall be payable for training we provide under this Section 6D and Section 3A to such individuals but we may charge an additional fee for any additional individuals who attend training, as set forth in Section 4A(2). We shall provide and pay only for training instructors, facilities and training materials. You must pay for the expenses of all individuals during training, including the cost of food, all transportation and lodging costs for any in-person training portion.

E. At our request, you shall attend and fully complete supplemental or refresher training programs, which may take place over two or more consecutive weeks, and any sales meetings, operations meetings, marketing meetings and conventions that may be offered by us from time to time during the term of the franchise. These programs, meetings or conventions shall be at the times and places we designate or delivered via our online learning management system, Internet, webinar or other form of electronic communication. You shall bear any transportation and lodging expenses for any in-person portion of the program and all other expenses incurred during any programs, including the cost of food, for all individuals attending. We shall provide and pay only for training instructors and materials. We will not charge any fee for these programs, except we do charge and you shall pay: (i) a registration fee for our conventions (which you must pay, regardless of whether you or your personnel attend); and (ii) our then-current retraining fee, plus our personnel's travel expenses (including the cost of food, all transportation and lodging costs), for us to provide on-site training at the School if you fail to timely cure a default. Our rights under this Section 6.E. will be in addition to any other rights or remedies available to us (including the right to terminate this Agreement pursuant to Section 13).

F. You shall implement a training program, at your sole expense, for all employees and individuals conducting day-to-day teaching, management, programming and operation of the School, including any approved Annex, which training must be in accordance with any training standards and procedures we prescribe from time to time. You will only employ individuals who have literacy and fluency in the English language sufficient to adequately communicate with students, their parents, other employees and suppliers, as applicable to their duties. You shall maintain at all times a staff of trained employees sufficient to operate the School, including any Annex, in accordance with this Agreement and applicable law. You agree not to employ any person who is required to complete a training program but who fails to complete it successfully or who refuses to do so. If you operate an Annex that is detached from the associated School building, the Annex must have dedicated trained staff for the office or other functions we require in the Manual or otherwise in writing. You must have one full-time director, and any additional full-time directors we may deem appropriate from time to time in our sole business judgment for the School. Your director must (i) successfully complete training in accordance with our standards; (ii) be qualified to perform the duties of a director and manage the day-to-day operations of the School according to any applicable federal, state, or local requirements; and (iii) satisfy all brand standards specified in the Manual. You must notify us of the identity of your director and provide any information we request to confirm that the director complies with the above requirements. You agree to send your primary director and any replacement primary director to our Director Initial Training Cohort Program within our then-current director training timeline and to pay us the director's training fee then being charged. Your director(s) must complete all training requirements to our satisfaction. We may require that your director(s) attend and complete all requirements of repeat or supplemental training. Our Director Initial Training Program shall be at the times and places we designate or delivered via our online learning management system, Internet, webinar or other form of electronic communication. You must pay for your director's salaries and incurred expenses during training, including all travel costs, including food, transportation and lodging, if in-person training is required as part of our then-current Director Initial Training Cohort Program. You will be solely responsible for all employment decisions and functions, including hiring, firing, discipline, supervision, scheduling, setting terms of employment and compensation and implementing a training program for employees of the School in accordance with training standards and procedures we prescribe in order for you to conduct the operations of the School at all times in compliance with our requirements. You will never represent or imply to employees or prospective employees that they will be or are employed by us or our affiliates, and you will use the name of your corporate operating entity on all formal communications to employees and prospective employees, including offer letters and paychecks.

G. You shall maintain the School, including any approved Annex, in the highest degree of safety, sanitation, repair and condition as needed, and shall perform any periodic repainting, repairs and replacement of impaired or obsolete existing improvements, indoor and outdoor equipment and signs as we may reasonably direct. At our request, which shall not be more often than once every three years, you shall refurbish the School at your expense, to conform to our then-current standards and trade dress, and shall make any structural changes, remodeling, redecorating, replacements, modifications and additions to existing improvements, indoor and outdoor equipment and signs as we may require.

H. You shall render prompt, professional, courteous and willing service to all customers and/or students of the School, including any approved Annex, and agree to handle all customer complaints promptly and courteously.

I. You shall comply with all quality assurance and service standards we prescribe from time to time, including the following accreditation requirement. We may require that you apply for and earn School accreditation through a national accreditor we approve within 18 months after the School opens for business, or by a later date we determine in our sole business judgement, and then maintain your accreditation.

J. You shall offer all services that we from time to time require or authorize in writing for Goddard Schools. You shall not offer any other services without our written consent. You may not sell any products or services to our other franchisees without our prior written approval, which we are not obligated to provide.

K. You shall make all payments required under this Agreement or any other agreement between you and us or between you and our subsidiaries or affiliates, in the manner and at the time prescribed. You shall also make timely payments of all your obligations to your suppliers, vendors, lenders, lessors, employees, taxing authorities and others in connection with your operation of the School.

L. You shall notify us in writing within 24 hours of the commencement of any action, suit or proceeding against or involving you or the School business or premises, including any approved Annex, and of the issuance of any report, order, writ, injunction, award or decree of any court, agency, police authority or other governmental instrumentality that may adversely affect any permit, certificate or license, the operation of the School, your financial condition or the financial condition of the School or any of your Owners, including events described in Section 13A(1). Without limiting the breadth of this paragraph, this notice requirement includes action against professional services or credentials of the School or of any employee or independent contractor employed at the School, any failed inspection report, or any other alleged or substantiated violation of laws, rules, or regulations. You shall send us a copy of all notices or other documents received from any court, agency, police authority or other governmental instrumentality, or if no document was received, otherwise inform us in writing of any verbal notice or warning or any action taken or proposed to be taken, within 24 hours of receipt of any document, warning or verbal notice or the taking of any action, and shall otherwise notify us of any adverse claims, charges, or potential claims or charges against you, your employees and independent contractors, any of your Owners or any affiliates of the franchise entity, including those described above. If you fail to notify us and/or provide us with copies of a notice or document as required, we shall have the right to collect from you a late reporting fee in the amount of $50 for each and every failure and/or refusal to comply and for each and every repeated failure and/or refusal plus in each event $25 per day, beginning on the third day from the date performance is due, through and including the day the default is cured. Neither your requirement to pay nor our receipt of any late reporting fees shall be deemed to waive or restrict our right to declare a default and terminate this Agreement for your failure and shall otherwise be in addition to any other remedies we may have under this Agreement or otherwise. These fees will be payable within 30 days following your receipt of notice of the fee and we may withdraw the amount from your operating account pursuant to your pre-authorized draft forms as provided in Section 4G.

M. You shall obtain a computer system, including all hardware, software, Saas (Software as a Service) and firmware and network infrastructure, including a router and firewall (IT Security), network equipment / wireless access point devices, and telephone system, including telecommunications infrastructure products and support services, as we direct according to the then current IT Hardware Standards as set forth in the Manual or otherwise, for the School and as applicable, any expansion, Annex, or material alteration. Any Annex will have a computer system, IT Security, network equipment / wireless access point devices, and telephone system on the premises, but they will be integrated with and not separate from the computer system, IT Security, network equipment / wireless access point devices, and telephone system installed at the associated School, including our proprietary software (currently called Franchise Management System (FMS)) and website systems, but we may require that you be able to identify Gross Receipts and costs associated with any Annex. You shall subscribe to an Internet service provider approved by us. Our approval or designation of a product or service or our approval or designation of a vendor or supplier does not constitute our guaranty or warranty of the product or services or of the vendor or supplier. You shall also obtain computer network infrastructure, IT Security, network equipment / wireless access point devices, and telecommunications infrastructure products and services required to support our information technology systems, including high-speed Internet access, and shall keep those systems current as we direct according to the then current IT Hardware Standards as set forth in the Manual. Your computer system must be able to securely access the Internet through service provided by a high-speed Internet Service Provider, and send and receive email and attachments on the Internet. We shall have the right to access student, customer, financial, and all other information related to the operation of the School, from a remote location, without the need for consent, at the times and in the manner as we shall require, in our sole business judgment. We may modify our specifications, and you shall install additions, substitutions, and upgrades to the computer system, including all hardware, software, Saas (Software as a Service) and firmware and network infrastructure, including a router and firewall (IT Security), network equipment / wireless access point devices, and telecommunications infrastructure products and support services to maintain full operational efficiency and to keep pace with changing technology, manufacturer required updates, and updates to our requirements. You shall access website(s) and/or intranets we maintain on a regular basis. We may elect to provide any information we are required to or desire to communicate to you solely through our website(s) and/or intranets or other electronic means without any need to provide you with a paper copy or other physical format. We may also authorize suppliers and other third parties to communicate to you on our website(s) and/or intranets and you shall access their communications if we direct. You shall comply with all of our standards, specifications, policies and procedures related to the use of computers, the Internet and activities conducted over websites. You shall not provide access over the Internet to any surveillance cameras without our written approval. If you accept payment by credit or debit card, you shall comply with all Payment Card Industry ("*PCI*") standards and shall use best efforts to protect employees, students and their parents against identity theft and theft or misuse of personal information. You shall comply with Sections 17C, 17D and 17E concerning personal information and security measures, privacy policies and procedures. Any Annex will not have its own separate computer system and website systems. The technology environment is rapidly changing, and it is difficult to anticipate the future cost of developing, acquiring, implementing, and licensing internet, software, and communications technologies (including mobile apps) that may benefit you and other Schools. We may implement additional technology services or enhance or replace some of the current technology in use in the School. In such case, you will be required to participate in these technology services and we may charge a fee (or increase the then-current fees) as a result of these additional or enhanced services.

N. You shall protect all user IDs, passwords, or other login and user authorization credentials, issued by us, as Confidential Information. You agree not to share these credentials with anyone who does not have a business need to know and use this information. You also agree to immediately report to us if you discover or suspect that login credentials may have been compromised or accessed by unauthorized persons. You shall install, configure and monitor endpoint security and data loss threat prevention software we specify and authorize us to audit endpoint security and data loss threat prevention software on your computer systems as determined by us. You agree to update/upgrade/monitor the ongoing operations of such software, from time to time as we specify, to remain effective against evolving threats and vulnerabilities. You agree to authorize us to periodically audit and scan your systems to detect and remediate known security vulnerabilities and other malicious activities, to include monitoring for outdated security patches. You agree to authorize us to block, disable, or revoke your access to our applications, websites, systems, or network, if necessary, to respond to suspected or detected malicious activities. You agree to ensure all business information and personal data is wiped from your computer equipment prior to being turned in or recycled. From time to time, we are required to respond to audits to validate and attest to our ability to comply with legal and contractual data protection and IT security obligations. You agree to cooperate and provide support, as needed, for areas of the audit that includes, but may not be limited to your computers, credit card processing activities, and data handling processes and procedures. You agree to use only the platforms and programs provided or approved by us for the collection and storage of information related to the business, including but not limited to customer data, enrollment data, financial data, student data, etc.

O. After we have approved the location of the School, including any Annex, or granted approval of your construction plans, site plans and blueprints, you shall not relocate the School or make any material changes, including any expansion or adding any Annex, or relocate or make any material changes to any Annex, without our prior written approval. All construction or renovation, and all real estate leasing or purchase arrangements, in connection with any material changes, including any expansion, or any relocation, including with regard to any Annex, will be subject to our prior written approval and the other requirements of this Agreement, including Sections 6A, 6B and 6C. You shall notify us promptly if you receive zoning or other governmental approval in preparation for any material changes, including any expansion or addition of any Annex, relocation, or any material changes to any Annex. Any expansion of the School (including any Annex) or relocation will be subject to the terms of this Agreement and any other agreements you have with us regarding the development or operation of the School.

P. You acknowledge that we endeavor to positively position the Goddard School brand with all key stakeholders and audiences, including the news media. All media inquiries made to you or the School should be directed to us immediately (but not later than 24 hours after the inquiry is made). Additionally, all opportunities for press or media coverage should be directed to us for review and approval. We will provide guidance and support regarding responses to media inquiries, as well as engaging with the press and news media. You will not make or issue any statements to the news media about The Goddard School and/or make any statements that may affect The Goddard School brand without our approval. Further, you will not represent that you are an authorized spokesperson or media representative for The Goddard School brand, us, or our affiliates. You shall comply with our Public Relations policies and procedures, which are accessible in the Manual, which may change from time to time. You shall alert us immediately to any potential crisis situation relating to the School, including any approved Annex. You shall follow our policies and procedures for managing public relations and communications regarding a crisis situation as we direct in the Manual or otherwise. You shall not engage with media to any crisis situation without our prior approval. For purposes of this Agreement, a potential crisis situation includes (but is not limited to) any allegation or occurrence of abuse, neglect, or mistreatment of a child; any allegation or discovery that a child has been released to an unauthorized person; any occurrence of unlawful conduct in the School; any allegation or discovery of any hazardous or unlawful substance associated with the School; any outbreak of serious illness associated with the School or any allegation or discovery of any breach of computer or camera systems, loss of data, files or personally identifiable information. Because of the potential damage to the System and the goodwill associated with the Proprietary Marks, if you fail to alert us immediately of any potential crisis situation after you know or should reasonably know of the existence of the potential crisis, you shall pay us a late crisis notification fee of $2,500 for each and every failure to notify plus $500 per day beginning on the second day from the date notification is due, through and including the day the default is cured, to compensate for our added crisis-management efforts resulting from the late notification. Neither your requirement to pay nor our receipt of any late crisis notification fees shall be deemed to waive or restrict our right to declare a default and terminate this Agreement for your failure and shall otherwise be in addition to any other remedies we may have under this Agreement or otherwise.

Q. Neither you nor any of your Owners (if you are an entity) are, and shall not at any time be named, either directly or by an alias or nickname, on the list of Specially Designated Nationals or Blocked Persons, which includes the names of suspected terrorists, as designated by the United States Department of the Treasury's Office of Foreign Assets Control. You acknowledge that we intend to comply, and you and each of your Owners must comply, with all prohibitions against corrupt business practices, money laundering and support of terrorist activities, including those contained in the United States Patriot Act, Executive Order 13224, and related United States Treasury regulations and any similar law ("*Anti-Terrorism Law*"). You will immediately notify us of any misrepresentation or breach of this Section. We may terminate this Agreement without any opportunity for you to cure under Section 13A(9) upon any misrepresentation or breach by you or any of your Owners of this Section.

R. In addition to our rights to review financial information under Section 10F, you grant us or our representatives or agents the right at any time during normal business hours, and without prior notice, to enter and inspect the School premises and all aspects of the operation of the School, including any approved Annex. You agree that our right to inspect includes the right to utilize a mystery shop program to evaluate the conduct of the School and you consent to any mystery shop program. You will allow us or our representatives or agents to make extracts from or copies of any of these materials and to take samples of any products sold and immediately remove any unauthorized products without any payment or other liability to you. You will allow us or our representatives or agents to take photographs, videos or any electronic record of the School and to interview employees, students and parents. We will have the exclusive right to use any photograph, video, electronic record or other material prepared in connection with an inspection and to identify the School and we will not have any obligation to obtain your authorization, or to compensate you in any manner, in connection with the use of these materials for marketing, training or other purposes. Without limiting our other rights and remedies under this Agreement, if we give you notice of any deficiency detected during an inspection, you will diligently correct the deficiency as soon as possible at your expense and we may conduct additional follow-up inspection(s) and/or evaluation(s). If we give you notice of any deficiency during two or more inspections or evaluations within any 12-month period, we shall have the right to charge you a reasonable fee and require you to reimburse us for our and our personnel's expenses in connection with any additional follow-up inspection(s) or evaluation(s).

S. You authorize us to use information concerning you and the School, including any approved Annex, for business purposes relating to the administration of this Agreement, the operation of the System and disclosure required or permitted by federal or state laws or regulations in connection with the sale of franchises. This information includes your name, business and home addresses, home or mobile telephone numbers, email addresses, business financial information, results of inspections and business records. We may identify you as the source of the information. The persons we may disclose this information to include prospective and existing franchisees, suppliers, landlords, financial institutions, our affiliates, the TGS Marketing Fund, local purchasing cooperatives and marketing funds and includes the right, but not the obligation, to disclose information regarding your compliance, any defaults and the termination of this Agreement.

T. You and each Owner confirm your authorization for any background check (including credit and criminal) that we and our agents have conducted on you and each Owner, and further authorize us and our agents to conduct additional background checks (including credit and criminal) that we deem necessary or desirable in our business judgment, including in connection with the development of an Annex. You shall bear the cost of all background checks we conduct in connection with your application to be a franchisee, any renewal or transfer, or the addition of a new spouse of an individual franchisee, a new Owner or a new individual franchisee, as authorized and provided in Section 4A(3), Section 2B(6), Section 12B(5), Section 12J, or Section 10G, or in the event we deem it necessary under this Section 6T, except that we shall bear the cost for a background check we conduct under this Section 6T if the background check is within five years of the last check on the individual and is not related to development of an Annex, a renewal, addition of a new Owner or spouse of an individual franchisee, or a transfer. You and each Owner shall promptly provide us with authorization forms required by our agents and any other documentation we require following any request by us. You agree that any background check authorization documents provided to us or our agents shall remain in effect during the term of this Agreement, to the extent allowed by applicable law.

U. You shall sign a lease agreement or real property purchase agreement no later than 45 days following your signing of this Agreement; provided, however, that we shall have the right in our sole business judgment, but without any obligation, to extend such date in writing. If you participate in the Real Estate Support Program, the timeline for signing a lease agreement or real property purchase agreement will be determined in accordance with the Real Estate Support Program process, and we may extend the deadline described in this Section 6U, as necessary, to accommodate the Real Estate Support Program timeline.

V. You shall at all times conduct all social media accounts, public and private, in accordance with our then-current social media policy, including the obligation to ensure that all social media activity does not reflect poorly on or in a way that is injurious to you or our brand.

W. You shall comply with all other requirements set forth in this Agreement.

7. **PROPRIETARY MARKS**.

A. Your right to use the Proprietary Marks is derived solely from this Agreement and is limited to the conduct of business by you pursuant to and in compliance with this Agreement. You agree that all usage of the Proprietary Marks and any goodwill established thereby shall inure to our exclusive benefit. You acknowledge that this Agreement does not confer any goodwill or other interest in the Proprietary Marks upon you. You agree to modify or discontinue use of any Proprietary Mark and/or use one or more additional or substitute Proprietary Marks, at any time, if we determine, in our sole business judgment, that it is advisable to do so.

B. You agree that after termination or expiration of this Agreement, you will not directly or indirectly at any time or in any manner identify yourself as a current or former franchisee of our System or any business as a current or former Goddard School or as otherwise associated with us or our affiliated companies, or use in any manner or for any purpose the Proprietary Marks or any colorable imitation thereof.

C. You agree to operate, advertise, market and promote the School under the trade and service mark "The Goddard School", provided that you shall identify yourself as a franchisee and the owner and operator of the School in the manner we prescribe. You and your employees shall not use the Proprietary Marks as part of any business entity name or Internet domain name or with any prefix, suffix or other modifying words, designs or symbols, or in any modified form, nor may you use the Proprietary Marks in connection with any unauthorized service in any manner not expressly authorized by us. You agree to prominently display the Proprietary Marks on all invoices, stationery and other forms and any other materials designated by us, and in the manner we prescribe, and to obtain any fictitious or assumed name registrations as may be required under applicable law. Notwithstanding anything to the contrary in this paragraph, you will use the name of your corporate operating entity in all formal communications to employees or prospective employees, including offer letters and paychecks.

D. You shall promptly notify us of any use by any person or legal entity other than you, us or another of our franchisees of any Proprietary Marks, any colorable variation thereof, or any other mark in which we have or claim a proprietary interest. You further agree to notify us promptly of any litigation instituted by any person or legal entity against you involving the Proprietary Marks. If we, in our sole business judgment, undertake the defense or prosecution of any litigation relating to the Proprietary Marks, you agree to sign any and all documents, and to cooperate and render any assistance as may, in the opinion of our lawyers, be reasonably necessary to carry out the defense or prosecution.

8. **CONFIDENTIAL OPERATING MANUAL**.

A. In order to protect our reputation and the goodwill of Goddard Schools and to maintain uniform standards of operation under the Proprietary Marks, you shall locate, construct, furnish, equip and operate the School in accordance with the Manual, which will be made available to you during your training, electronically. Our approval or designation of a brand or type of product or services or our approval or designation of a vendor or supplier does not constitute our guaranty or warranty of the product or service or of the vendor or supplier. You must operate the School in strict conformity with the methods, standards and specifications we provide, which may change from time to time. You may not deviate from our standards and specifications by using or offering non-conforming products or differing amounts of any products or offering non-conforming services, without obtaining our prior written consent. You must sell and offer for sale only those products and services that we have expressly approved for sale in writing. The Manual consists of operating manuals, videos and materials which contain mandatory and suggested specifications, standards and operating procedures. We may provide the Manual and other information electronically, including by email or by access to an intranet.

B. The Manual and its contents shall at all times remain our property. We may change any standard, specification or operating procedure or any of the Proprietary Marks applicable to the operation of the School or change all or any part of the System through changes in the Manual's contents or notice to you and you shall comply with each new or changed standard at your expense, by the date or dates we direct. The mandatory provisions of the Manual shall constitute provisions of this Agreement as if fully set forth in this Agreement and all references to this Agreement shall include the mandatory provisions of the Manual. We may vary the standards and specifications to take into account unique features of specific locations or types of locations, special requirements and other factors we consider relevant in our sole business judgment.

9. **CONFIDENTIAL INFORMATION**.

A. The Manual and its contents, our trade secrets and other confidential or proprietary information or compilations, any material in which we claim copyright protection, knowledge, know-how, methods and techniques concerning the methods of operation of a Goddard School (collectively, "*Confidential Information*") are our exclusive property and are revealed to you in confidence solely to assist you in operating the School. You shall at all times treat the Manual, any other materials created for or approved for use in the operation of the School, and the information contained in the Manual or those materials as confidential, and you shall use all reasonable efforts to maintain the information as secret and confidential. You shall not at any time, without our written consent, copy, duplicate, record or otherwise reproduce the foregoing materials, in whole or in part, or otherwise make the same available to any unauthorized person.

B. You shall not, during the term of this Agreement or thereafter, except as permitted in this Section, communicate, divulge, or use for the benefit of any other person, persons, partnership, association, corporation, limited liability company or other entity, any Confidential Information which may be communicated or disclosed to you, or of which you may be apprised, by virtue of your operation under the terms of this Agreement. You may divulge Confidential Information only to those employees and contractors as must have access to it in order to develop or operate the School and you shall advise them of the duty to maintain the information as confidential before communicating or divulging any Confidential Information to them. In addition, subject to applicable law, you shall obtain a written agreement, in form and substance satisfactory to us, from your director(s) and other employees, contractors, and any other person having access to the Manual or to whom you wish to disclose any Confidential Information that they shall maintain the confidentiality of the Confidential Information and they shall recognize us as third-party beneficiary with the independent right to enforce the covenants either directly in our own name as beneficiary or acting as agent. You hereby appoint us as your agent with respect to the enforcement of these covenants. An example of a separate written agreement currently considered satisfactory, including provisions to confirm our ownership of Inventions and Intellectual Property (as defined in Section 9D) is the Confidentiality Agreement attached as an exhibit to our disclosure document. You shall retain all written Confidentiality Agreements with your business records for the time period specified in the Manual or under applicable law. You shall enforce all covenants and will give us notice of any breach or suspected breach of which you have knowledge. These obligations shall survive the expiration or termination of this Agreement for any reason.

C. You will promptly notify us of any unauthorized use or misappropriation of the Manual or any Confidential Information. You will also cooperate in the prosecution or defense of any action related to the Confidential Information or the Manual, and will render any assistance we think is reasonably required to assist in this prosecution or defense. If you are compelled by a court or other body of competent jurisdiction to disclose any of the Confidential Information, you will inform us promptly by written notice and will provide reasonable assistance in obtaining and enforcing a protective order or other appropriate means of safeguarding the information required to be disclosed. You may then disclose only so much of these materials or information as is legally required to be disclosed. You further agree to notify us promptly of any litigation instituted by any person or legal entity against you involving these materials or information. If we, in our sole business judgment, undertake the defense or prosecution of any litigation relating to the use of these materials or information, you agree to sign any and all documents, and to render any assistance as may, in the opinion of our lawyers, be reasonably necessary to carry out the defense or prosecution.

D. You shall disclose promptly to us any idea, improvement, invention, concept, technique, copyright eligible work, intellectual property, software or material that you or your employees conceive, develop, discover, create or reduce to practice (a) concerning the System or the operation of the School, or (b) that results from your use of our property or the assets of the School; all such works and materials being referred to as "*Inventions and Intellectual Property*" or "*IIP*". You grant and assign to us your entire right, title and interest in and to any and all IIP. To the extent that you retain any moral rights under applicable law, you ratify and consent to any action that we may take or authorize with respect to such moral rights, and agree not to assert any moral rights with respect to such action. Any copyrightable IIP is a "work for hire" under the Copyright Act, and we shall be considered the author and owner of these copyrightable works. If an item of IIP does not qualify as a work made for hire, by signing this Agreement you assign to us ownership of any and all rights in such IIP. We may use IIP and any other information provided by you in any manner we may deem appropriate without additional compensation to or consent by you. You shall, upon request, promptly execute all applications, assignments, or other instruments that we deem necessary to apply for and obtain invention rights, patents, patent applications, letters patent, copyrights, trademarks, and reissues of any of these rights in the United States and foreign countries that are necessary to secure the complete benefit of the IIP and to confirm the assignment to us in this Section 9D of the sole and exclusive rights, title, and interest in and to your right in and to IIP. In addition, subject to applicable law, you shall obtain a written agreement, in form and substance satisfactory to us, from your director(s) and other employees, that they shall agree that IIP belongs to us, either because they constitute "works for hire" or because they assign to us ownership of IIP.

10. **ACCOUNTING AND RECORDS**.

A. During the term of this Agreement, you shall maintain and preserve, for at least seven years from the dates of their preparation (or longer period if required by law), full, complete and accurate books, records and accounts in accordance with generally accepted accounting principles and in the form and manner we prescribe from time to time. You shall keep books, records and accounts with respect to the School, including any Annex, as a whole, but we may require that you be able to identify Gross Receipts and costs associated with any Annex.

B. You shall submit to us, no later than the third business day of each month during the term of this Agreement, a signed statement in the form we prescribe that accurately reflects all Gross Receipts during the preceding month and any other data or information as we may require.

C. You shall submit to us, no later than the third business day of each month during the term of this Agreement, at your expense, an unaudited profit and loss statement for the preceding month and the year-to-date.

D. At our request, you shall also, at your expense, submit to us an audited profit and loss statement and balance sheet for any calendar or fiscal year during the term of this Agreement.

E. You shall submit to us, for our review or audit, all other forms, reports, records, information and data as we may reasonably request, including the School's income tax returns, bank account records, balance sheets and tax returns of any Owner (as defined in Section 13A.1). In addition, you shall accurately record and report in the FMS all enrolled students at the School (including any Annex) and all revenue or equivalent value received for any services provided by or related to the School.

F. We or our designees shall have the right at all reasonable times to examine your books, records, and tax returns. We shall also have the right, at any time, to have an independent audit or inspection made of your books. If any inspection or audit should reveal that any payments due us have been understated you will pay to us immediately the amount of the underpayments with interest at the rate specified in Section 4C of this Agreement. If underpayments of more than 3% are discovered, in addition to the amounts stated in the preceding sentence, you will also pay to us immediately: (a) the cost of the inspection or audit (such as the charges of any independent accountant, attorneys' fees and travel expenses, including food, transportation and lodging, and compensation of our employees) or $10,000, whichever is greater; and (b) an amount that is equal to 10% of the amount you owe us. Interest payable under this Section 10F will be calculated from the date the amount was due until the date the amount is paid. The foregoing remedies shall be in addition to any other remedies we may have under this Agreement or otherwise.

G. You shall immediately notify us of any material change in the information you provided to us in your franchise application since the date of the application, including any change in: (i) financial condition of you or any Owner; (ii) bankruptcy history or criminal history of you or any Owner; (iii) death or incapacity of you or any Owner (as applicable); (iv) marital status, home address, cell phone number, home telephone number, or home email address of you or any Owner (as applicable); (v) your business address, business telephone numbers, or business email address; and (vi) the name and address of the owner of the School premises. If there is a material change in the financial condition of you or any Owner, in addition to notifying us of the change, you shall provide updated financial statements for you and/or the applicable Owner. You and each Owner shall also provide updated financial statements, supporting materials and any other documentation we require within 30 days of any request by us. If you are a married individual, both you and your spouse must sign this Agreement and related agreements as individuals. If there is a change in your marital status, you agree to a background check (including credit and criminal) on a new spouse pursuant to Section 6T and to pay us the cost as provided in Section 4A(3). Subject to the results of the background check, each new spouse shall become a party to this Agreement and agree to be bound jointly and severally by all provisions of this Agreement, and in either case you and the new spouse shall sign an agreement in the form we prescribe to accomplish that result. In addition, each new Owner shall consent to a background check (including credit and criminal) pursuant to Section 6T and you must pay us the cost as provided in Section 4A(3). Each new Owner shall execute a personal guaranty in the form we prescribe, pursuant to which such Owner shall be bound jointly and severally by all provisions of this Agreement (a "*Personal Guaranty*"), the current version of which is attached as Schedule One to this Agreement. We shall consider any request to remove a former spouse or Owner from this Agreement or the Personal Guaranty (as applicable), but we may decline to do so in our business judgment. If you are an individual or a group of individuals, these obligations shall survive your transfer of this Agreement to an entity for convenience of ownership and shall remain binding on you individually.

H. In addition, if you fail to timely submit to us any of the forms, financial reports, reports, records, information, data, and/or material changes in the information in your franchise application you are required to submit to us as provided above in this Section 10, we shall have the right to collect from you a late reporting fee in the amount of $50 for each and every failure and/or refusal to comply and for each and every repeated failure and/or refusal plus in each event $25 per day, beginning on the third day from the date performance is due, through and including the day the default is cured. Neither your requirement to pay nor our receipt of any late reporting fees shall be deemed to waive or restrict our right to declare a default and terminate this Agreement for your failure and shall otherwise be in addition to any other remedies we may have under this Agreement or otherwise. These fees will be payable within 30 days following your receipt of notice of the fee and we may withdraw the amount from your operating account pursuant to your pre-authorized draft forms as provided in Section 4G.

11. **<u>INSURANCE</u>**.

A. You must purchase and at all times during the term of this Agreement must maintain in full force and effect, in accordance with the requirements set forth in the Manual, policies of insurance in the amounts we designate:

Coverage	Minimum Limits
Commercial General Liability	$1,000,000 per Occurrence/$3,000,000 Aggregate Must include Premises Medical Expense in an amount not less than $15,000
Abuse & Molestation Liability	$1,000,000 per Occurrence/$3,000,000 Aggregate
Teachers Professional Liability	$1,000,000 per Occurrence/$3,000,000 Aggregate
Corporal Punishment Liability	$1,000,000 per Occurrence/$3,000,000 Aggregate

Coverage	Minimum Limits
Umbrella Liability	$5,000,000 per Occurrence/$5,000,000 Aggregate Your umbrella policy(ies) must follow form and extend over the following underlying coverages: • Commercial General Liability • Sexual Abuse & Molestation Liability • Teachers Professional Liability • Corporal Punishment Liability • Employers Liability • Auto Liability
Property Insurance	Must include "Special Form" coverage with Full Replacement Value coverage on all assets, including inventory, furniture, fixtures, equipment, supplies and other property (including all outdoor equipment) used in the operation of your School. Property insurance must include Business Income – Actual Loss Sustained – minimum of 12 months required. Franchisees are encouraged to purchase 24 months. We strongly encourage you to purchase flood insurance, even if your School is not located in an official flood zone because of the increased prevalence of flooding events. Consult with your insurance broker to assess the risk based on your geographic area's risk profile. Franchisees with a lease must adhere to the requirements of the lease pertaining to building coverage and/or tenant improvements and betterments. Many property insurance policies will insure outdoor equipment up to a certain limit. If the full replacement value of your outdoor equipment exceeds the limit of your property insurance policy, you will need to secure a standalone Inland Marine insurance policy. "*Inland Marine*" provides property insurance that covers outdoor property including, but not limited to, AstroTurf, outdoor fences and netting, outdoor lighting, outdoor pools, court surfaces, radio and television antennas (including satellite dishes), signs, trees, shrubs, plants, lawns, playground surfaces (Pour 'N' Play), basketball hoops, shade structures (attached and standalone), outdoor classrooms, retaining walls, guardrails, and playground equipment.
Workers' Compensation and Employers' Liability	Workers' Compensation – In amounts prescribed by law Employers' Liability – in an amount not less than: • $500,000 Each Accident • $500,000 Each Employee • $500,000 Policy Limit
Employment Practices Liability	In an amount not less than $1,000,000 per claim/$1,000,000 Aggregate
Cyber Liability	$500,000 per claim minimum/$1,000,000 Aggregate Cyber Liability must include Media Liability coverage. Producers should place a note in the COI description of operations box under Cyber Liability to clarify if Media Liability coverage is afforded under the Cyber Liability Policy. Cyber Liability must also include biometric coverage if your school has a biometric access device.

Coverage	Minimum Limits
Media Liability **Only required if Media Liability is not included in Cyber Liability Policy**	$500,000 per claim minimum/$1,000,000 Aggregate
Automobile Liability	$1,000,000 Combined Single Limit for owned and/or non-owned and hired vehicles
Student Accident and Health Medical Policy	Including: • Accidental Medical Excess Coverage in an amount of at least $250,000 • Accidental Death Coverage in an amount of at least $10,000 • Accidental Dismemberment Coverage in an amount of at least $20,000 • Dental Coverage in an amount of at least $1,000

All franchisees and each School are required to have insurance that meets or exceeds the requirements set forth above. Policy limits and coverages may not be shared across different operating entities or schools.

Timing of Policies

- Pre-Construction and Construction Phases – refer to Construction Insurance Requirements for further information.
- Cyber Liability must be in effect when a Goddard email address is received.
- Employment Practices Liability must be in effect when the first employee is hired.
- The remainder of franchisee insurance requirements must be in effect at the time the School receives its Certificate of Occupancy, Temporary Certificate of Occupancy or when contents are delivered to the School, whichever is earlier.

All required policies are to be written on an occurrence basis except for Employment Practices Liability, Cyber Liability and Media Liability, which may be written on a claims made basis (except as prescribed by law). All policies, except for Workers' Compensation, must be written on a primary and non-contributory basis and provide a waiver of subrogation for the entities listed below. Primary and non-contributory insurance means that your insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy. A waiver of subrogation is a provision that prohibits insurers from seeking redress from a third party.

The entities below must also be named as additional insureds and/or contain a Grantor of Franchise Endorsement on all lines of insurance except workers' compensation and student accident. All insurance policies shall contain an endorsement which provides that only actual notice to insured, if an individual, or to any executive officer of insured, if a corporation, shall constitute knowledge of the insured.

(1) Goddard Systems, LLC
(2) Goddard Franchisor, LLC
(3) Goddard Holding Guarantor, LLC
(4) Goddard Funding, LLC
(5) Goddard Real Estate Development Company, LLC

B. You or your third-party contractor or developer must purchase and maintain in full force and effect, according to the requirements set forth in the Manual, during any construction, renovation or remodeling work on the School premises. You should provide these requirements to your third-party contractor or developer as part of the bidding process for your project. If the third-party developer does not provide these minimum levels of insurance as part of their contract, you are responsible for securing this coverage. If you are working with a lender or financial institution, our requirements are separate and distinct from what the lender or financial institution may require. These insurance requirements apply to you regardless of what the lender or financial institution may require. The following types and amounts of insurance policies, all on an Occurrence basis, must be obtained:

Requirement	Details
Construction Liability (Must be evidenced by the General Contractor)	General Liability - $1M per Occurrence/$2M Aggregate Umbrella Liability - $5M per Occurrence/$5M Aggregate This coverage must be in place upon the start of construction.
Premises Liability (Must be evidenced by the Land or Building Ownership Entity)	General Liability - $1M per Occurrence/$2M Aggregate Umbrella Liability - $2M per Occurrence/$2M Aggregate Refer to the Online Operating Manual for a matrix that further describes insurance requirements by type of project and ownership.
Workers Compensation and Employers' Liability (Must be evidenced by the General Contractor)	In amounts prescribed by law covering all personnel working on the construction site. This coverage must be in place upon start of construction.
Builder's Risk (Must be evidenced by the General Contractor or the Building Ownership Entity)	The Builder's Risk/Installation insurance, must, at a minimum, cover a reasonable estimate of the cost of construction or renovation. This coverage must be in place upon the start of construction.
Description of Operations/Location	Clearly list the job site with the full address information within the description of operations box on the certificate of insurance.
Additional Insured Entities and Certificate Holder	The following entities must be named as additional insureds on all lines of coverage (except Workers' Compensation). • Goddard Systems, LLC • Goddard Franchisor, LLC • Goddard Holding Guarantor, LLC • Goddard Funding, LLC • Goddard Real Estate Development Company, LLC Use the following address for the Certificate Holder Address: 1016 W. 9th Avenue Suite 140 King of Prussia, PA 19406 All insurance policies shall contain an endorsement which provides that only actual notice to insured, if an individual, or to any executive officer of insured, if a corporation, shall constitute knowledge of the insured:
Insurance Carrier Rating	All insurance policies must be with companies having a rating of A- or better as determined by A.M. Best and Co. All companies must be licensed in the state the School is located and must be acceptable to us.
Where and when to submit Certificate of Insurance	Send certificate of insurance to: insurance@goddardsystems.com with a copy to the assigned Goddard construction project manager.

C. You shall furnish us and all other persons we designate certificates issued by each of your insurers indicating that all required insurance is in full force and effect and that each insurance policy shall not expire or be terminated or changed without giving us written notice at least 30 days in advance. Within five days of our request, you shall deliver to us a copy of all insurance policies for examination.

D. If you, for any reason, fail to procure or maintain the insurance required by this Agreement, as revised from time to time for all franchisees, in addition to our other rights and remedies under this Agreement at law or in equity, we shall have the right and authority (without, however, any obligation), to procure insurance and to charge the premiums we pay to you, which charges, together with a reasonable fee for our services, including our costs and expenses, in procuring the insurance, shall be paid by you immediately upon notice. We may terminate this Agreement immediately without opportunity to cure under Section 13A(12), whether or not we elect to procure any insurance you are required to maintain.

E. Your obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by us, nor shall your performance of that obligation relieve you of liability under the indemnity provisions set forth in Section 18 of this Agreement.

F. We reserve the right to increase or otherwise modify the minimum coverage requirements described in this Section 11, at any time upon 30 days' written notice to you, and you shall comply with any modifications.

G. If you participate in the Real Estate Support Program, the letter of intent, real estate purchase agreement, assignment and assumption agreement, lease, project management agreement, and/or other development-related documents you and/or the Real Estate Developer sign in connection with the Real Estate Support Program (collectively, the "*Real Estate Documents*") may require you to obtain and maintain additional insurance coverage beyond the insurance requirements described above. The specific types and amounts of insurance required under the Real Estate Documents will be set forth in those agreements. These requirements are in addition to, and not in lieu of, the insurance requirements set forth in this Agreement and the Manual.

12. **TRANSFERABILITY OF INTEREST**.

A. We shall have the right to transfer or assign all or any part of our rights or obligations in this Agreement to any other person or legal entity.

B. You understand and acknowledge that the rights and duties set forth in the Agreement are personal to you. Accordingly, you shall not sell, assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any interest in this Agreement, in the franchise (including the transfer by any Owner of any direct or indirect interest in you) or in the assets of the School, including any Annex (collectively referred to sometimes as a "*transfer*") without our prior written consent. You may not transfer any Annex separately from the associated School. Any purported transfer, by operation of law or otherwise, not having our written consent shall be null and void and shall constitute a material breach of this Agreement. We will not unreasonably withhold or delay our consent to a transfer, provided that, except in the case of a transfer to an entity formed solely for the convenience of ownership pursuant to Section 12F, our consent will be conditioned on meeting all of the following requirements:

(1) All of your accrued monetary obligations to us and our affiliates and all other outstanding obligations related to the School shall have been satisfied;

(2) You and your Owners (if applicable) shall have signed a termination agreement terminating this Agreement, including a general release, in a form satisfactory to us, of us and our subsidiaries and affiliates and our/their respective officers, directors, shareholders and employees in our/their corporate and individual capacities;

(3) The transferee has entered into our then-current form of franchise agreement (together with our form of amendment to franchise agreement required for transfers) and paid all fees required under the transferee's franchise agreement, including the applicable initial license fee; the transferee's franchise agreement with us will have an initial term equal to the initial term then being offered by us to franchisees purchasing a franchise to develop a new School;

(4) The transferee demonstrates to our satisfaction that he, she or it (directly and/or through its owners, as applicable) meets our educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to conduct the business of the School; and has adequate financial resources and capital to operate the School;

(5) You or the transferee must pay us our then-current background check fee to obtain background checks (including credit and criminal) on the transferee and its owners (in the manner

described in Section 4A(3)) when we request. The amount is not refundable, whether or not the transfer is effected;

(6) The transferee has satisfied all licensing and other requirements under applicable law and obtains a license to operate a childcare center;

(7) The transferee shall pay us our then-current initial training and transfer support fee and the individual we have approved to serve as the transferee's Designated On-Site Owner and additional individuals named as parties to the Franchise Agreement or additional owners, as applicable, that the transferee requests or we shall require shall complete all requirements relating to the initial training program then in effect for franchisees to our satisfaction, and any additional training as we deem necessary. We shall provide the initial training program delivered through a blend of online coursework, virtual, live sessions and in person training at our corporate offices or at another training site we select in accordance with our then current training program and via virtual and/or in-person one-on-one or small group training. The transferee shall pay for the expenses of all individuals attending incurred during initial training and any additional training, including the cost of food, all transportation and lodging costs for any in-person training portion, for all individuals attending;

(8) You shall pay us a transfer fee of $5,000 to cover administrative, travel, and other expenses in connection with the transfer;

(9) You shall pay us a transfer deposit of $2,500; we will hold this deposit and apply it to pay your obligations if you do not; we will refund any excess remaining 105 days after the closing;

(10) The transferee shall pay us or our affiliate the then-current initial marketing fee or a different amount based on our review of the transferee's proposed plan and assessment of the School's needs;

(11) You have complied to our satisfaction, or you or the transferee agree to comply and have made arrangements satisfactory to us to comply, with all obligations to maintain the School in first class condition and repair and in compliance with the System, including obligations to remodel, refurbish and improve the School as required by this Agreement to conform to our then-current standards and trade dress, including any IT upgrades identified in the IT equipment inventory survey that we require you or the transferee to complete;

(12) You and the transferee shall sign all other documents as we may reasonably require;

(13) With respect to the School premises and any approved Annex, you shall provide a new lease or provide an assignment of the existing lease (signed by you, the transferee, and the applicable landlord) which includes our then-current form of rider to lease and collateral assignment or option to lease agreement and right of first refusal applicable to the transferee following the transfer, or other documentation reasonably acceptable to us which permits us to retain the rights to occupy the School premises that we had under the existing lease, using our then-current form of rider to lease and collateral assignment or option to lease agreement and right of first refusal; and

(14) The transferee agrees to adopt and implement the then-current curriculum and education program at the School.

C. You acknowledge that we have legitimate business interests in the approval of any transfer to a party whom we deem capable. Our discussions with and disclosure to the proposed transferee may include our complete file on your School, your entire sales and operations history, information about the market and any other information we deem relevant. Disclosure of this information by us will not, under any circumstances, be deemed to be interference with the proposed transfer or violation of any privacy or nondisclosure obligation to you. We may, but are not obligated to, provide all or any portion of our files on the School to the proposed transferee. You agree that we shall have the right to make available to any proposed transferee our complete file on your School. Other than any disclosure duty imposed by law, however, we have no duty to disclose any information to any proposed transferee. You agree that we will not have any liability to you for any disclosures we make to the proposed transferee. Our review of a proposed transfer requires a significant amount of time; you should not rely on our completion of the process within any certain time period.

D. If you are an entity, you shall at all times comply with all of the following requirements:

(1) Your organizational documents shall clearly state that your activities are confined exclusively to the operation of the School.

(2) You shall provide us with a complete list of all Owners, together with their respective ownership interests, and you shall update such list promptly upon any change in ownership.

(3) Your organizational documents shall recite that the issuance and transfer of any ownership interests is restricted by the terms of this Section.

(4) Each stock certificate or certificate of membership interest shall 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 assignment by this Agreement. In addition, your organizational documents shall provide that assignments or transfers of ownership interests are subject to all restrictions imposed upon assignments and transfers in this Agreement.

(5) All of the Owners shall execute a Personal Guaranty in the form we prescribe, under which each Owner personally and unconditionally guarantees all of your obligations under this Agreement, and shall be bound jointly and severally by the terms and conditions of this Agreement, including but not limited to the provisions contained in Section 7 (Proprietary Marks), Section 8 (Confidential Operating Manual), Section 9 (Confidential Information), Section 10 (Accounting and Records), Section 12 (Transferability of Interest), Section 14 (Obligations Upon Termination, Expiration, or Transfer), Section 16 (Covenants), Section 18 (Independent Contractor and Indemnification), Section 23 (Enforcement) and the general provisions. Nothing contained in this Agreement shall be deemed to relieve the Owners of any of these obligations. Each person who becomes an Owner during the term of this Agreement shall also execute a Personal Guaranty.

(6) You shall provide us with copies of all of your governing documents (e.g., partnership agreement, articles of incorporation or organization, bylaws, stock certificates, operating agreement, membership certificates, agreements among the Owners, etc.) which must be reasonably satisfactory to us in our sole business judgment; during the term of this Agreement you agree before amending any of these documents or entering into new agreements, including any merger or other transaction which would result in a different entity succeeding to the rights under this Agreement (even if the ownership of the new entity is the same as the old entity) to provide us with all proposed amendments and new documents for our approval, which we shall not unreasonably withhold or delay.

(7) You shall remain in good standing in the jurisdiction of your formation, and if applicable, also as a foreign business entity in the state in which the School is located. You shall provide us with evidence of good standing and legal existence within 10 days following any request.

E. Upon the death or permanent incapacity of you or any Owner, or upon your dissolution, the executor, administrator, personal representative or trustee of that person or entity shall transfer its, his or her interest to a third party approved by us within a reasonable time, which shall not be deemed to exceed 6 months. Transfers under this Section 12E, including transfers by devise or inheritance, shall be subject to the same conditions as any lifetime transfer.

F. Despite anything to the contrary in this Section 12, if you are in full compliance with this Agreement, then following at least 10 days' written notice to us, you may transfer this Agreement, together with the assets associated with the School, to an entity which conducts no business other than the School and, if applicable, other Goddard Schools and of which you own and control 100% of the equity and voting power of all ownership interests, provided that all of the School's assets are owned, and the School's business is conducted, only by that single entity. Transfers of direct and indirect ownership interests in that entity are subject to all of the restrictions in this Section 12. You (including, if you are a group of individuals, any individual who will not have an ownership interest in the transferee entity), your Owners, and the transferee entity must sign the form of agreement and related documents (including, with respect to each Owner, the Personal Guaranty) that we then specify to reflect the assignment of this Agreement to the transferee entity and a general release, in a form satisfactory to us, of any and all claims against us and our affiliates and our and their respective owners, officers, directors, employees, representatives, agents, successors and assigns.

G. Our consent to a transfer of any interest in the franchise granted in this Agreement shall not constitute a waiver of any claims we may have against the transferring party, and may not be deemed a waiver of our right to demand exact compliance with any of the terms of this Agreement by the transferee.

H. We require that the transferee shall be capable of operating the School immediately after the transfer. You may not provide consulting services or otherwise work at the School after the transfer.

I. You represent to us that, except as you have disclosed to us in writing and we have approved in writing in advance, there are no purchase or call options on the ownership interests of any individual signing this Agreement as franchisee or any Owner (as applicable) regarding this Agreement or the School except upon the death or permanent incapacity of the individual franchisee or Owner (as applicable) or in connection with a right of first refusal, and that no oral or written agreement among the individual franchisees or Owners (as applicable), within any of your organizational documents, or within any other oral or written agreement authorizes one or more individual franchisees or Owners (as applicable) to remove another individual franchisee, Owner, or guarantor from ownership or participation in the School business.

J. You may request in writing our consent to add one or more persons to the Franchise Agreement and/or the Assignment and Assumption Agreement as individual franchisees. If we determine in our sole business judgment that the transaction does not constitute a transfer of the Franchise Agreement, the franchise (including the transfer by any Owner of any direct or indirect interest in you) or the assets of the School that should be governed by Section 12B above, and we consent to the transaction, you will pay us when you make your request, a non-refundable franchisee add-on fee equal to $10,000, to cover the background check fee for up to two persons and administrative, travel, and other expenses in connection with the transfer. If more than two persons are to be added, you must pay also us our then-current background check fee to obtain background checks (including credit and criminal) on the persons to be added above two whose background check cost is not covered in the franchisee add-on fee (in the manner described in Section 4A(3)) when we request, which we will administer as described in Section 12B(5) above. No credit or refund will be granted against the background check fee for two persons covered in the franchisee add-on fee. To the extent applicable to our decision and due diligence in connection with the addition of the proposed individual franchisees, we may consider and require compliance with certain requirements described above in this Section 12 for a transfer. If we consent to add the proposed individuals franchisees to the Franchise Agreement and/or Assignment and Assumption Agreement, you and the individuals must sign documentation we require. You will pay us the applicable transfer fees if you are removed from the Franchise Agreement and/or the entity to which you assigned the Franchise Agreement under Section 12F (if applicable) within two years of the addition of the new individuals.

13. **OUR RIGHT TO TERMINATE**.

A. We may terminate this Agreement and the franchise upon delivery of notice of termination to you upon the occurrence of any of the following events:

(1) You or any Owner become insolvent, make a general assignment for the benefit of creditors, are adjudicated a bankrupt, suffer temporary or permanent court appointed receivership of substantially all of your property or suffer the filing of a voluntary or involuntary bankruptcy

petition, provided that in the case of an involuntary petition, the involuntary petition is not dismissed within 30 days after filing;

(2) You abandon or cease to do business at the School or lose the right to possession of the School, including any Annex, or prior to opening the School you abandon or cease to diligently pursue construction of the School, or otherwise lose or forfeit the right to do or transact business in the jurisdiction where the School is located; however, if any loss of possession results from the governmental exercise of the power of eminent domain, or if, through no fault of yours, the School is damaged or destroyed by a disaster so that it cannot, in our judgment, reasonably be restored, then this Agreement shall not be terminated for that reason for 90 days thereafter, provided you apply within that time for approval to relocate the School for the remainder of the term of this Agreement, which approval shall not be unreasonably withheld;

(3) Final conviction or plea of guilty or nolo contendere of you, any Owner or any of your officers, of a felony, or a crime involving moral turpitude, or any other crime which in our judgment has affected or may affect the reputation of the School or the goodwill of the Proprietary Marks or indicates unsuitability for childcare, or if you, any Owner or officer engage in dishonest or unethical conduct, conduct involving moral turpitude, or other conduct which, in our judgment has affected or may affect the reputation of the School or the goodwill of the Proprietary Marks or indicates unsuitability for childcare;

(4) If you or any Owner purport to transfer any rights or obligations under this Agreement to any third party without our prior written consent, contrary to the terms of Section 12 of this Agreement;

(5) If you or any Owner fail to comply with the covenants contained in Section 16B, 16C, or 16D of this Agreement;

(6) If you or any Owner disclose or divulge the contents of the Manual or any Confidential Information (as defined in this Agreement) contrary to Sections 8 and 9 of this Agreement;

(7) If an approved transfer is not effected within a reasonable time (which shall not be deemed to exceed 6 months) following your (or any Owner's) death or permanent incapacity as required by Section 12E of this Agreement;

(8) If in our sole business judgment a threat or danger to public health or safety or to the health or safety of the children and/or adults at the School results from the maintenance or operation of the School, including your failure to comply with quality assurance standards;

(9) If we discover that you or any Owner have made any material misrepresentation on or in connection with the application for the franchise or in connection with any matter implicating the health and safety of any person;

(10) On the third failure to comply if you or any Owner fail on two or more occasions within any 12 month period to comply with any one or more provisions of this Agreement, whether or not those prior failures to comply are corrected after notice thereof is delivered to you;

(11) On the second failure to comply if you or any Owner commit the same type of failure to comply within any 12 month period whether or not the prior failure to comply is corrected after notice thereof is delivered to you;

(12) If you, for any reason, fail to procure or maintain the insurance required by this Agreement, as revised from time to time for all franchisees, whether or not we elect to procure any insurance you are required to maintain;

(13) The occurrence of a default, continuing beyond any applicable cure period, under any other agreement (a) between you and us or any of our affiliates (as defined in Section 1C), or (b) between any Owner and us or any of our affiliates, or (c) between any of your affiliates and us or any of our affiliates; it being the understanding and agreement of you and us that this Agreement

shall be cross-defaulted with any of these other agreements, so that (i) any default under this Agreement is a default under any other agreement between you, any of your Owners and any of your affiliates on the one hand and us or any of our affiliates on the other hand, and (ii) any default under any other agreement between you, any of your Owners and any of your affiliates on the one hand and us or any of our affiliates on the other hand, will be a default under this Agreement, permitting termination of this Agreement and the other agreements in accordance with any applicable notice and cure provisions;

(14) If you fail to close on the lease or purchase of the premises for the School within 45 days following our signing of this Agreement, or any extension we may have granted in our sole business judgment;

(15) If the ability to continue the operation of the School or the license granted to you under this Agreement, in whole or in part, is frustrated in purpose or materially impaired by any national, federal, state or local law, statute, ruling, ordinance or regulation, or interpretation of any of the above (collectively a "*Law*"), or by the actions of any civil or military authority purporting to act under any Law, or by acts of God, war or civil disorders, or by the existence or declaration of a pandemic or epidemic or by labor union activity.

B. We shall have the further right to terminate this Agreement and the franchise effective upon delivery of notice to you, if you or any Owner fail to comply with any other provision of this Agreement or any specification, standard, quality assurance standard (other than those presenting a threat or danger which shall be subject to termination without opportunity to cure under Section 13A(8) above) or operating procedure we prescribe pursuant to this Agreement, or if you, any Owner or any of your affiliates fail to comply with the provisions of any other agreement they have with us or any of our affiliates, and you (or any Owners or any or your affiliates) do not correct the failure (i) within seven days if the failure relates to the use of the Proprietary Marks or to a quality assurance standard (other than those that present a threat or danger under Section 13A(8) above), (ii) within 15 days if the failure relates to the payment of money pursuant to this Agreement or any other agreement; (iii) within 60 days if the failure relates to your or any Owner's current or future inability to be present and personally involved in the operation of the School because you or the Owner are not a United States citizen and have received notice from a court or governmental agency that your or the Owner's right to reside in the United States has terminated or will terminate; or (iv) otherwise within 30 days; in each case after written notice of the failure to comply (which shall describe the action that you must take to correct same) is given to you.

C. Without limiting our rights under this Agreement, we shall have the right to terminate this Agreement and the franchise effective upon delivery of notice to you (i) if a license necessary to operate another Goddard School owned and operated by you, any Owners or any of your affiliates, is terminated or revoked, and/or (ii) another Goddard School owned and operated by you, any Owner or any of your affiliates closes due to violations of the applicable Franchise Agreement or applicable local, state, or federal laws, rules, regulations, ordinances, standards, directives, or licensing requirements, and the license is not reinstated and/or the other Goddard School is not lawfully reopened by you, an Owner or your affiliate, within 30 days of the license termination or revocation or Goddard School closure.

14. **OBLIGATIONS UPON TERMINATION, EXPIRATION, OR TRANSFER**.

Upon termination, expiration, or transfer of this Agreement:

A. You and all Owners shall immediately cease to operate the School, including any Annex, and shall not thereafter, directly or indirectly, represent to the public or hold yourselves or themselves out as one of our present or former franchisees.

B. You and all Owners shall immediately and permanently cease to use, by marketing or in any manner whatsoever, any equipment, confidential methods, procedures and techniques associated with the System; the trade and service mark "*The Goddard School*", and any other Proprietary Marks and distinctive forms, slogans, signs, symbols, or devices associated with the System. In particular, you shall cease to use all signs, equipment, advertising materials, marketing materials, stationery, forms and any other articles which display the Proprietary Marks associated with the System and shall remove all signs from the School premises.

C. You shall take all actions as may be necessary to cancel any assumed name or equivalent registration which contains the name "*The Goddard School*" or any other service mark or trademark of ours.

D. You shall (except in the case of a transfer), make all modifications or alterations to the premises operated hereunder (including ceasing all use of the telephone numbers used in connection with the School) immediately upon termination or expiration of this Agreement as may be necessary to prevent the operation of any childcare business at the premises of the School either by you or others in derogation of this Section 14, unless we elect to lease the premises, in which case you shall at our direction take all steps necessary to allow us to assume the lease or enter into a lease, as the case may be, and shall immediately vacate the premises. In addition, you shall make any specific changes to the School's premises as we or our designees may reasonably request to protect the Proprietary Marks and to de-identify the School. If you fail to make the modifications, we shall have the right to re-enter the premises and make the modifications or alterations to the premises; you shall reimburse us for our costs plus a reasonable fee for our services.

E. You shall promptly pay all sums owing to us and our subsidiaries and affiliates. In the event of termination for a default by you, such sums shall include all damages, costs, and expenses, including lost future royalties and reasonable attorneys' fees, incurred by us as a result of the default.

F. You shall promptly pay all sums owing to the landlord of the premises and to third party vendors and suppliers, including the local telephone company, for all charges and fees incurred in connection with your business and the operation of the School.

G. You shall immediately turn over to us or at our direction, to the transferee or another person, all manuals, including the Manual, records, files, instructions, correspondence, and all other materials related to operating the franchised business including brochures, agreements and any other materials in your possession relating to the operation of the School.

H. At our request, you will transfer to us (or other party we designate), at your cost, all telephone numbers, directory listings, facsimile numbers, Internet numbers, domain names and e-mail addresses in use or owned by you on the date of termination, and inform any business directory of the transfer. As between you and us, we have the sole rights to and interest in all telephone numbers we secured for you, directory listings, facsimile numbers, Internet numbers, domain names and e-mail addresses associated with the School and the Proprietary Marks. You will promptly cancel and discontinue use of the telephone numbers, directory listings, facsimile numbers, Internet numbers, domain names and e-mail addresses which served the School at the time of termination or expiration and delete your listing in any business directory for the area of the School's location, including directories on the Internet. You will de-install any of our proprietary software and allow us access to your computer system for removal of customer and other data files. You hereby constitute and irrevocably appoint us, pursuant to the terms of this Franchise Agreement, with full power of substitution and revocation by us, as your true and lawful attorney-in-fact, to the full extent permitted by law to cancel, terminate, assign, discontinue or take any and all lawful action with respect to all telephone, facsimile, Internet numbers, domain names and e-mail addresses which serve the School, including, without limitation, the power to take the steps as, in our opinion, may be necessary to delete your listing or marketing in the Yellow Pages and any other directories and to terminate any other listing which indicates that you are or were affiliated with System. You will indemnify and hold harmless each telephone company, directory publisher, Internet provider and other person or entity against all costs, damages, attorneys' fees, expenses and liabilities which may be incurred or sustained in connection with or as a result of any action taken in reliance on the foregoing power of attorney.

I. You and all Owners shall comply with all covenants and obligations that survive this Agreement, including the covenants contained in Section 9 (Confidential Information), this Section 14 (Obligations Upon Termination, Expiration, or Transfer), and Section 16 (Covenants) of this Agreement, as applicable. If, after the termination, expiration or transfer of this Agreement, you fail to comply with these Sections, you shall pay to us all damages, costs, and expenses, including reasonable attorneys' fees, that we incur in seeking to enforce such provisions, including costs related to obtaining injunctive or other relief.

J. Except as limited by applicable law, you shall sign a termination agreement, in a form satisfactory to us, including a general release under seal of any and all claims you may have against us, and our subsidiaries and affiliates and our/their respective officers, directors, managers, members, shareholders, partners and employees in our/their corporate and individual capacities.

K. Notwithstanding anything in this Section 14, if you or an affiliate operate a Goddard School under another effective Franchise Agreement with us, you and/or your affiliate may hold yourself out as a franchisee of the System and use the System and the Proprietary Marks as permitted under the other Franchise Agreement but only with respect to the other Goddard School.

L. If we and you agree to limit the term of operation of any Annex, and your right to operate any Annex terminates or expires prior to termination or expiration of this Agreement regarding the associated School, then the provisions of this Section 14 shall apply to the Annex, as applicable, or shall not affect your rights under this Agreement regarding the operation of the associated School.

15. **OPTIONS TO PURCHASE ASSETS AND LEASE PROPERTY**.

A. Option to Purchase Assets.

(1) Upon termination or expiration of this Agreement, including with respect only to any Annex, regardless of the reason, we shall have the right, but not the obligation, for 60 days starting on the date of termination or expiration, to purchase the assets of the School (or applicable Annex) and obtain an assignment of the lease for the premises. You may not offer to sell or otherwise transfer the assets or to assign the lease to a third party without first having offered these rights to us.

(2) The purchase price for the assets shall be their fair market value exclusive of any goodwill. We may exclude from the purchased assets, any furniture, fixtures, equipment, signs, products or supplies that do not meet our then current quality or performance standards for Goddard Schools. If the parties cannot agree on the fair market value within a reasonable time, each party will select an independent appraiser. The appraised fair market value as determined by the appraisers shall be binding. If the appraisers cannot agree on the fair market value, they in turn will select a third independent appraiser. The fair market value will be the average of all three appraisals and will be binding on the parties. We and you will each pay for our respective appraisers and share the cost of any third appraiser.

(3) The purchase price shall be paid in cash at the closing of the purchase, which shall take place no later than 60 days after you receive our notice that we are exercising this option. At the closing, you shall deliver to us, in a form satisfactory to us, good and merchantable title to the assets purchased, free and clear of any encumbrances and all licenses or permits which may be assigned or transferred. You shall be responsible for all sales and other transfer taxes. We shall have the right to set-off against the purchase price all amounts owed by you to us or our subsidiaries or affiliates.

B. Option to Lease School Premises.

We will have the right to exercise an option to lease the premises of the School, including any Annex, on termination or (if you lease the premises) expiration of this Agreement, including with respect only to any Annex, pursuant to either (i) the rider to lease and collateral assignment, in the form that we require, if you lease the premises on the date of termination or expiration; or (ii) the Option to Lease Agreement and Right of First Refusal, if you own or if an entity affiliated with you owns the premises on the date of termination. You may not offer to lease, sublease or assign the lease of the premises of the School without first having offered these rights to us.

C. Right of First Refusal of School Premises.

If you or a business entity affiliated with you owns the premises of the School, including any Annex, and wish to sell or otherwise transfer any ownership interest in the premises during the term of this Agreement, we will have a right of first refusal to purchase such ownership interest in the premises pursuant to the Option to Lease Agreement and Right of First Refusal. You or your affiliate may not sell any interest in the premises of the School without first complying with the terms of the Option to Lease Agreement and Right of First Refusal, except transfers to an entity for convenience of ownership, a transfer to an affiliate, an heir, trustee or mortgagee.

D. Right of First Refusal in the Event of a Transfer.

If you or any Owner at any time decides to solicit or consider offers for a transfer (as defined in Section 12B), you shall obtain a bona fide written offer from a legitimate and fully disclosed buyer and shall submit an exact copy of such offer to us prior to entering into a binding agreement related to the transfer. We may, by delivering written notice to you, within 30 days after we receive both an exact copy of the offer and all other information we request, elect to purchase the interest for the price and on the terms and conditions contained in the offer, provided that: (i) we may substitute cash for any form of consideration proposed in the offer; (ii) our credit will be deemed equal to the credit of any proposed buyer; (iii) the closing will be not less than 60 days after the date we notify you of our election to purchase or, if later, the closing date proposed in the offer, provided that we may delay the closing until we obtain all necessary licenses and permits to operate the School; and (iv) we must receive, and you and your Owners agree to make, all customary representations, warranties and indemnities given by the seller of the assets of a business or ownership interests in an entity, as applicable, including representations and warranties regarding ownership and condition of, and title to, assets and ownership interests, liens and encumbrances on assets, validity of contracts and agreements, and the liabilities, contingent or otherwise, relating to the assets or ownership interests being purchased, and indemnities for all actions, events and conditions that existed or occurred in connection with the School or your business prior to the closing of our purchase.

If we do not exercise our right of first refusal, you or your Owners may complete the sale to the proposed buyer on the original offer's terms, but only if we approve the transfer as provided in Section 12. If you do not complete the sale to the proposed buyer (with our approval) within 60 days after we notify you that we do not intend to exercise our right of first refusal, or if there is any material change in the terms of the offer (of which you must inform us promptly), we will have an additional right of first refusal during the 30-day period following either the expiration of the 60-day period or our receipt of notice of the material change in the offer's terms, either on the terms originally offered or the modified terms, at our option.

We may assign our right of first refusal under this Section 15D to any individual or entity (who may be our affiliate), and that individual or entity will have all of the rights and obligations under this Section 15D.

16. **COVENANTS**.

A. You covenant that, during the term of this Agreement: (1) the Designated On-Site Owner shall devote full time, energy and efforts to the management and operation of the School to satisfy and honor your obligations under this Agreement; (2) the School shall at all times be under the management of the Designated On-Site Owner and the direction of qualified director(s) trained by us whose credentials shall be satisfactory to us and whose identity you shall disclose to us immediately upon appointment or upon any change of your director(s); and (3) you shall require all employees and individuals conducting the day-to-day management and operation of the School to attend and complete to our satisfaction all requirements related to the initial training program described in Section 6F. You must have one full-time director qualified and trained by us, and any additional full-time directors we may deem appropriate from time to time in our sole business judgment.

B. You and your Owners (as applicable) covenant that during the term of this Agreement, except as otherwise approved in writing by us, neither you nor any of your Owners shall directly or indirectly, for yourself, himself or herself (as applicable), or through, on behalf of, or in conjunction with any person(s), partnership, association, corporation, limited liability company or other entity:

(1) Divert or attempt to divert any business or customer of the business franchised under this Agreement to any competitor, by direct or indirect inducement or otherwise.

(2) Own, maintain, engage in, be employed by, lease real estate to, consult with or assist in any way, finance, or have any interest in any other child daycare or preschool learning center or business (other than a Goddard School operated under an effective Franchise Agreement with us).

C. You and your Owners (as applicable) covenant that for a period of three years after the expiration, transfer or termination of this Agreement, regardless of the cause of termination, or after the date on which you cease to operate the School or any of your Owners cease to own a direct or indirect interest in you following the expiration, transfer or termination of this Agreement, whichever is later, neither you nor any of your Owners shall directly or indirectly, for yourself, himself or herself (as applicable), or through, on behalf of, or in conjunction with any other person(s), partnership, association, corporation, limited liability company or other entity:

(1) Divert or attempt to divert any business or customer of the business franchised under this Agreement to any competitor, by direct or indirect inducement or otherwise.

(2) Own, maintain, engage in, be employed by, lease real estate to, consult with or assist in any way, finance, or have any interest in or perform any services in any capacity for any child daycare or preschool learning center or business (other than a Goddard School operated under an effective Franchise Agreement with us) at the premises of the School or within a radius of 10 miles of the School or any existing or proposed Goddard School.

D. You will use best and continuing efforts during the term of this Agreement, including during the construction and pre-opening phases, to promote and develop the business of the School. In consideration of the substantial value to you to use the System and to receive disclosure of the System, including the Proprietary Marks, the Manual and the Confidential Information, and in recognition of our ownership rights to the System, in addition to the other restrictions in this Agreement and under applicable law, you covenant that during the term of this Agreement and at any time after the expiration, transfer or termination of this Agreement, regardless of the cause of any termination, you shall not do or perform any act injurious or prejudicial to the goodwill associated with the Proprietary Marks or the System.

E. We shall have the right, in our sole business judgment, to reduce the scope of any covenant set forth in Sections 16B, 16C and 16D of this Agreement, or any portion thereof, without your consent, effective immediately upon your receipt of written notice of that fact, and you agree to comply with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 21 of this Agreement.

F. If any court or other tribunal having jurisdiction to determine the validity or enforceability of this Section determines that it would be invalid or unenforceable as written, then the provisions of this Section shall be deemed to be modified to the extent or in the manner as necessary for those provisions to be valid and enforceable to the greatest extent possible.

G. The above provisions of this Section shall not prohibit your operation of another franchise which we grant to you or your (or your Owners') ownership of less than a 5% beneficial interest of the outstanding equity securities of any publicly held entity.

H. If any individuals who are parties to this Agreement or any Owners apply to be a franchisee for a different School separately from all or any of the other individual parties to this Agreement or Owners, we may, but we are not required to, inform all of the other individual parties to this Agreement and/or Owners (as applicable) of the application. We may make any decision on the application for a different School as we deem appropriate in our sole business judgment, including for reasons related to your School governed under this Agreement, and do not require the approval of any of the other individual parties to this Agreement or Owners (as applicable) to grant our approval.

17. **TAXES AND COMPLIANCE WITH LAWS**.

A. You shall prepare and file when due all appropriate tax returns for taxes levied or assessed on you or on the School business by any federal, state or local tax authority and pay when due all taxes due on these returns. You shall pay when due any and all indebtedness incurred by you in the conduct of the School business as required pursuant to Section 6K.

B. You shall comply with all applicable federal, state and local laws, rules and regulations, and shall timely obtain and maintain, as required, any and all permits, certificates or licenses necessary for the full and proper conduct of the business franchised hereunder, including licenses to do business, fictitious name registrations and sales tax permit clearance.

C. To the extent that you collect "personal information" (or equivalent term or phrase as defined by applicable law) of an individual ("*Personal Information*") whether from us or an individual, you shall not and are specifically prohibited from (a) retaining, using, or disclosing the Personal Information for any purpose other than the specific purpose of providing childcare services at the School during the term of this Agreement or for business purposes otherwise expressly permitted or authorized by us (including retaining, using, or disclosing the Personal Information for a commercial purpose other than providing childcare services at the School during the term of this Agreement); (b) selling or otherwise transferring Personal Information; (c) using Personal Information you receive from a current, former, or prospective student, customer, employee of yours, other person, or business you service or interact with (e.g., as to employees of the business) for the purpose of providing services to another; and (d) re-identifying any Personal Information that has been de-identified. You are required to comply with all obligations under applicable law with respect to your processing of Personal Information. You shall provide at least the level of privacy protection to Personal Information as required under applicable law. We have the right to take reasonable and appropriate steps to evaluate whether you are using and protecting Personal Information as required under applicable law and this agreement. You must promptly notify us if you no longer can protect the Personal Information consistent with applicable law.

D. From time to time you may receive requests from individuals seeking to exercise their rights under applicable law, including a right to access, correct, delete, or stop selling or sharing their Personal Information ("*PI Request*"). You shall follow the procedures set forth in the Use of Personal Information Standard, which may be amended from time to time, in the Manual. For purposes of applicable law, you agree that there is no sale of Personal Information involved in our grant of the franchise to you or your operation of the School. For the avoidance of doubt, we do not provide Personal Information to you for any valuable consideration. You certify to us that you understand these requirements and will comply with them.

E. You must establish, adopt, maintain and comply with appropriate internal security measures, privacy policies and procedures (the "*Protection Measures*") with regard to physical documents, computers and other technology, information and data in order to protect Personal Information and information you receive in connection with providing childcare services and operating the School ("*Protected Data*") against unauthorized disclosure and access and accidental or unlawful destruction, loss or alteration. The Protection Measures must provide a level of security appropriate to the risk based on the processing and nature of the Protected Data to be protected and be in accordance with all applicable law. The Security Measures should address security policy; organization of information security; asset management; human resources security; physical and environment security; communications and operations management; access control; information systems acquisition, development, and maintenance; information security incident management; business continuity management; personnel training; and compliance (collectively, "*Organizational Measures*"). We recommend you review your Organizational Measures at least annually. The Security Measures and your security practices must meet any requirements of our approved vendors or suppliers that transmit, receive or otherwise handle Protected Data. You must ensure all other business partners, vendors and suppliers that you provide Protected Data to or who otherwise handle Protected Data are bound by the obligations set forth in this Section and have Protection Measures and security practices in place.

F. If you engage a third party supplier we approve to provide services to you or you sub-contract the performance of services you are required to perform to a third-party that involves granting access to the third party to our network, systems, applications, websites, or sensitive business or Personal Information, you agree to contractually bind the third-party to the same data protection, confidentiality, non-disclosure, and acceptable use language that you agreed to in this Agreement, including as applicable, the requirements in this Section 17.

18. **INDEPENDENT CONTRACTOR AND INDEMNIFICATION**.

A. This Agreement does not create a fiduciary relationship between us. You shall operate the School as an independent contractor, and nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee or servant of the other for any purpose, and you covenant not to assert otherwise in any forum. Although you must comply with this Agreement and the System, you will have full and complete control of the manner in which you comply and full and complete control of the day-to-day operation of the School and your business policies and practices. The parties acknowledge and agree that the creation of the above described relationship and the parties' respective ability to perform and to be legally recognized as such during the term of this Agreement is part of the essence and a principal purpose of this Agreement.

B. You shall conspicuously identify yourself at the location of the School and in all dealings with parents, employees, contractors, suppliers, public officials and others of the public or private sphere, as an independent contractor operating the business pursuant to a license from us and shall place such other notices of independent ownership on such forms, stationery, marketing and other materials as we or any of our affiliates may require from time to time. All contracts, checks, paychecks or other payment notices for the School's operations and services will be in your legal name. You will not enter into or sign any contracts, checks, paychecks or other payment notices in our or our affiliates' names or using the Proprietary Marks or any acronyms or variations of the Proprietary Marks. You will disclose in all dealings with parents, employees, contractors, suppliers, public officials and others of the public or private sphere that you are an independent entity and that neither we nor our affiliates have any liability for your debts.

C. Nothing in this Agreement authorizes you to make any contract, agreement, warranty or representation on our or our affiliates' behalf, or incur any debt or other obligation in our or our affiliates' names, and neither we nor our affiliates shall in any event assume liability for, or be deemed liable as a result of any act or omission by you in your conduct of the School or any claim or judgment against us or any of our affiliates. You shall indemnify and hold us and our affiliates and our and our affiliates' respective officers, directors, managers, members, partners, shareholders, independent contractors and employees harmless against any and all claims arising directly or indirectly from, as a result of, or in connection with your ownership, development, construction, operation or occupation of the School, as well as all costs, including attorneys' fees, of defending against them. We or our affiliates shall have the right to control all litigation against us or any other indemnified party or involving the Proprietary Marks, and to defend and/or settle any such claim affecting our or our affiliates' interests, in any manner we or they deem appropriate. Without affecting your duty to defend and indemnify us and our affiliates as set forth above, we or our affiliates may also elect to retain our or their own counsel at your cost to represent us or other indemnified parties. Our or our affiliates' exercise of control over the litigation shall not affect our or our affiliates' rights to indemnification under this Section 18C. Your obligations under this section shall survive the expiration, termination or transfer of this Agreement.

19. **APPROVALS AND WAIVERS**.

A. Whenever this Agreement requires our approval or consent, you shall make a timely written request to us beforehand, and you must obtain that approval or consent in writing.

B. We make no warranties or guarantees upon which you may rely, and assume no liability or obligation to you, by providing any waiver, approval, consent or suggestion to you in connection with this Agreement, or by reason of any neglect, delay or denial of any request for any waiver, approval, consent or suggestion.

C. No failure on our part to exercise any power reserved to us by this Agreement, or to insist upon strict compliance by you with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms of this Agreement, shall constitute a waiver of our right to demand exact compliance with any of its terms. Our acceptance of any late payments due under this Agreement shall not be deemed to be a waiver of any breach by you of any terms, covenants or conditions of this Agreement.

20. **NOTICES**.

Any notices required or permitted under this Agreement shall be in writing and shall be personally delivered or mailed by registered or certified mail, return receipt requested, or sent by overnight courier or email to the respective parties at the address listed on the signature page of this Agreement unless a different address has been designated in writing by the other party. Any notice by certified or registered mail shall be deemed to have been given at the date and time of mailing. Notices by personal delivery, overnight courier or email shall be effective upon the earlier of the date of delivery of such notice, or the date after the same was sent. In addition, we may elect to provide any information we are required to or desire to communicate to you solely through our website(s) and/or intranets or other electronic means, including email, without any need to provide you with a paper copy or other physical format. You shall provide us with your and your Owners' current addresses, email addresses and other contact information, as required under Section 10G, at all times.

21. **ENTIRE AGREEMENT**.

This Agreement and any amendments and attachments constitute the complete and integrated agreement between you and us concerning the subject matter of this Agreement and supersede all prior agreements; no other representations have induced you to sign this Agreement except that you may rely on our representations in the most recent Franchise Disclosure Document (the "*FDD*") we delivered to you, including its exhibits and any amendments, in connection with this Agreement. No representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD were made by any party and none shall have any effect with reference to this Agreement. No change in this Agreement shall be binding on either party unless it is mutually agreed to in writing.

22. **SEVERABILITY AND CONSTRUCTION**.

A. Except as expressly provided to the contrary in this Agreement, each section, part, term and/or provision of this Agreement shall be considered severable; and if, for any reason, any section, part, term and/or provision herein is determined by a court or agency having valid jurisdiction to be invalid and contrary to, or in conflict with, any applicable law or regulation, such determination shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms and/or provisions of this Agreement as may remain otherwise enforceable, and the latter shall continue to be given full force and effect and bind the parties hereto; and said invalid sections, parts, terms and/or provisions shall be deemed not to be part of this Agreement.

B. If any applicable law or rule of a jurisdiction requires a greater notice of the termination of or election not to renew this Agreement, or the taking of some other action with respect to the termination or election not to renew than is required in this Agreement, and the jurisdictional requirements of the law or rule are otherwise met, the notice or other action required by such law or rule shall be substituted for the notice or other action required in this Agreement.

C. Nothing in this Agreement is intended, or shall be deemed, to confer upon any person or legal entity other than you or us or our respective permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

D. All captions in the Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision.

E. All references to gender and number shall be construed to include any other gender and number as the context may require, and all acknowledgments, promises, covenants, agreements and obligations made in this Agreement or undertaken by you shall be deemed jointly and severally undertaken by you and all Owners. No change in your ownership or in any Owner's status shall alter or limit that joint and several liability without our express written release, which release may be withheld in our sole business judgment.

F. This Agreement may be signed in counterparts; each signed copy shall be deemed an original and all of which, together, shall constitute the same instrument. Electronic or facsimile signing and delivery of this Agreement is legal and binding for all purposes. We may require that your signatures on any document submitted to us be notarized. Any person executing this Agreement on behalf of a business entity represents and warrants that he/she is duly authorized to bind the business entity.

G. The BACKGROUND Section at the beginning of this Agreement contains contractual terms that are not mere recitals.

H. As provided in Section 1A, except where distinctions are specifically noted or the context may require, references to the "School" include the School you develop at the location stated in Section 1A (or any location to which the School may be relocated in accordance with this Agreement), and if applicable, together with any approved Annex. In some instances in this Agreement, a reference to the School including any approved Annex has been added for emphasis, however the absence of the reference is not meant to diminish the intended broader definition of the term "School."

I. You understand and acknowledge that we may delegate the performance of any or all of our obligations under this Agreement, and the right to exercise any of our rights under this Agreement, to an affiliate, manager, agent, independent contractor, or other third party designee. However, we will remain responsible for ensuring that such obligations are performed in accordance with the terms of this Agreement.

23. **ENFORCEMENT**.

A. This Agreement takes effect when accepted and signed by us in Pennsylvania. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) or other federal law, this Agreement shall be construed under the laws of the Commonwealth of Pennsylvania and any dispute between the parties shall be governed by and determined in accordance with the substantive law of the Commonwealth of Pennsylvania, which laws shall prevail in the event of any conflict of law. If we move our corporate headquarters, notwithstanding Section 21, we shall have the option of determining that the substantive law of the state to which we move will replace all references to Pennsylvania law in this Franchise Agreement, or of continuing to have Pennsylvania law apply. If we choose to have the law of the new state apply, we will so notify all franchisees within six months of our move, and the chosen law will apply to all franchisees; except that any franchise registration or disclosure law or any franchise relationship law of the new state will only apply where the jurisdictional requirements of the law are otherwise met.

B. You acknowledge that you have and will continue to develop a substantial and continuing relationship with us at our offices in the Commonwealth of Pennsylvania, where our decision-making authority is vested and franchise operations are conducted and supervised. Except for our right to obtain injunctive relief in any appropriate forum, any action arising out of or relating to this Agreement shall be commenced, conducted and concluded only in a state or federal court of general jurisdiction in the Commonwealth of Pennsylvania for the district or county in which our headquarters are then located. You irrevocably submit to the jurisdiction of these courts, waive any objection you may have to either the jurisdiction or venue of these courts and agree not to argue that these courts are inconvenient forums. If we move our corporate headquarters, you acknowledge that you will have a substantial and continuing relationship with us in the state to which we move and that any references to Pennsylvania in this paragraph will be deemed to be references to the new state and the district or county in which our headquarters are then located.

C. No right or remedy conferred upon or reserved to us or you by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

D. Nothing herein contained shall bar our right to obtain injunctive relief against threatened conduct that will cause us loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

E. In any action to enforce or defend our rights under this Agreement, we shall be entitled to recover, in addition to any other recovery, attorneys' fees, court costs and expenses of litigation.

F. **YOU MAY SEEK DAMAGES OR ANY REMEDY UNDER LAW OR EQUITY ONLY AGAINST OUR BUSINESS ENTITY. OUR AFFILIATES AND OUR/THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, LIMITED PARTNERS, GENERAL PARTNERS, SHAREHOLDERS, INDEPENDENT CONTRACTORS AND EMPLOYEES WILL NOT BE LIABLE AND MAY NOT BE NAMED AS A PARTY AND WILL NOT BE LIABLE IN ANY PROCEEDING COMMENCED BY YOU IF YOUR CLAIM OR CAUSE OF ACTION ARISES OUT OF OR RELATES TO THIS AGREEMENT.**

G. **A COURT MAY AWARD INJUNCTIVE RELIEF AS WELL AS DAMAGES, BUT WILL HAVE NO AUTHORITY TO AWARD PUNITIVE OR EXEMPLARY OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH ANY CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

H. **WE AND YOU, RESPECTIVELY, WAIVE ANY RIGHT WE OR YOU MIGHT HAVE TO TRIAL BY JURY ON ANY AND ALL CLAIMS ASSERTED AGAINST THE OTHER. WE AND YOU, RESPECTIVELY, EACH ACKNOWLEDGE THAT WE AND YOU, RESPECTIVELY, HAVE HAD A FULL OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL CONCERNING THIS WAIVER, AND THAT THIS WAIVER IS INFORMED, VOLUNTARY, INTENTIONAL AND NOT THE RESULT OF UNEQUAL BARGAINING POWER.**

I. **YOU AGREE TO LITIGATE EACH DISPUTE WITH US ON AN INDIVIDUAL BASIS. YOU WILL NOT CONSOLIDATE ANY DISPUTE WITH A CLAIM OF ANY OTHER FRANCHISEE, INDIVIDUAL, OR ENTITY, AND YOU WILL NOT PURSUE ANY CLASS CLAIMS IN ANY MEDIATION, ARBITRATION, OR LITIGATION FORUM IN CONNECTION WITH ANY CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

J. YOU ACKNOWLEDGE THAT YOU WOULD NOT SIGN THIS FRANCHISE AGREEMENT IF YOU DID NOT AGREE TO BE BOUND BY ITS TERMS.

K. **YOU ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS NOT EFFECTIVE UNTIL SIGNED BY US, AND THAT WE WILL NOT SIGN THIS DOCUMENT UNTIL WE HAVE RECEIVED ALL REQUIRED ITEMS, INCLUDING ANY PAYMENTS DUE.**

24. **NO WAIVER OR DISCLAIMER OF RELIANCE IN CERTAIN STATES.**

The following provision applies only to franchisees and franchises that are subject to state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

> No statement, questionnaire, or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

[Signature Page Follows]

Intending to be legally bound, the parties have signed this Franchise Agreement as of the date first above written.

FRANCHISEE:

____
Name:
Title:
Address:
Email:

____
Name:
Title:
Address:
Email:

____
Name:
Title:
Address:
Email:

____
Name:
Title:
Address:
Email:

GODDARD FRANCHISOR LLC
1016 West Ninth Avenue
King of Prussia, PA 19406-3107
notices@goddardsystems.com

By: ________________________________

Name:______________________________

Title:______________________________

EXHIBIT C-2(a)
DRAFT AUTHORIZATION

Goddard Franchisor LLC
&
TGS Marketing Fund, LLC
1016 West Ninth Avenue
King of Prussia, PA 19406

AUTOMATIC DEBIT AUTHORIZATION FORM

The undersigned franchisee depositor ("**Depositor**"), intending to be legally bound, hereby (1)) represents that he/she has the authority to bind the Depositor associated with the School (identified below) and is an authorized signer on the account listed below; (2) authorizes Goddard Franchisor LLC or its affiliates ("**GFL**") to initiate debit entries to the undersigned's account indicated below and (3) authorizes the depository bank designated below ("**Depository**") to debit such account on a monthly basis or pursuant to GFL's written instructions. The entries will be made for any and all amounts payable by Depositor or its affiliate to GFL or its affiliates under the Franchise Agreement between Depositor and GFL or otherwise. This authority is to remain in full force and effect until Depository has received written notification from GFL of the termination of such authority in such time and in such manner as to afford Depository a reasonable opportunity to act on it.

Depository/Bank Branch

City State Zip Code

____________________________________ ____________________________________
Bank Transit/ABA Number Account Number

Type of Account: ___ Checking ___ Savings

____________________________________ ____________________________________
Authorized Name School Name and Number

FRANCHISEE/DEPOSITOR

____
Name:
Authorized Signer on Behalf of Franchisee/Depositor
and Authorized Signer on the Above Account

Address:

SCHEDULE ONE
PERSONAL GUARANTY

PERSONAL GUARANTY

This Personal Guaranty (this "Personal Guaranty") is made and entered into on ________________________, 20__, by the undersigned (each, a "Guarantor"), in favor of Goddard Franchisor LLC, a Delaware limited liability company, with its principal offices in King of Prussia, Pennsylvania ("GFL").

BACKGROUND

A. [Franchisee Entity Name] "Franchisee") entered into a Franchise Agreement with GFL dated ____________, 20__ (the "Franchise Agreement"), pursuant to which Franchisee has been granted the right and has undertaken the obligation to operate The Goddard School® business at [School Address] (the "School").

B. GFL requires that each direct and indirect Owner (as defined in the Franchise Agreement) of Franchisee separately guarantee the obligations of Franchisee under the Franchise Agreement and agree to be bound by all of the provisions of the Franchise Agreement.

C. Each of the undersigned acknowledges and agrees that he, she or it is a direct or indirect Owner of Franchisee.

D. Franchisee and each Guarantor have requested that each Guarantor be permitted to sign this Personal Guaranty to induce GFL to execute the Franchise Agreement. GFL has agreed to this request, on the terms stated in this Personal Guaranty.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, each of the undersigned acknowledges and agrees as follows:

1. The BACKGROUND Section at the beginning of this Personal Guaranty contains contractual terms that are not mere recitals.

2. Each of the undersigned hereby unconditionally guarantees unto GFL, its affiliates and its successors and assigns, the prompt, full payment of all sums and amounts whatsoever due, and the timely and full performance of all obligations of Franchisee that are or may become due and owing to GFL, including, but not limited to, all obligations arising out of the Franchise Agreement or any other agreement between GFL, its affiliates and Franchisee relating to the School, any promissory note delivered by Franchisee, and all extensions or renewals thereof, in the same manner and with the same recourse against each of the undersigned, as if the Franchise Agreement or other agreement was signed between GFL and each of the undersigned or any promissory note was signed by each of the undersigned. Without limiting the foregoing, each of the undersigned irrevocably and unconditionally guarantees to GFL and its affiliates: (a) that Franchisee shall pay all amounts to be paid and otherwise comply with all provisions of the Franchise Agreement or any other agreement with GFL or its affiliates concerning the operation of the School; and (b) that if Franchisee defaults in making any such payments or complying with any such provisions, each of the undersigned shall pay forthwith upon demand all amounts due and owing GFL and all damages that may arise as a result of any such non-compliance.

3. Furthermore, each of the undersigned hereby expressly agrees that he, she, or it shall be bound by the terms and conditions of the Franchise Agreement which are binding upon Franchisee,

including the provisions contained in Section 7 (Proprietary Marks), Section 8 (Confidential Operating Manual), Section 9 (Confidential Information), Section 10 (Accounting and Records), Section 12 (Transferability of Interest), Section 14 (Obligations Upon Termination or Expiration), Section 16 (Step-in Rights), Section 17 (Covenants), Section 19 (Independent Contractor and Indemnification), Section 24 (Enforcement) and the general provisions, and any successor or replacement provisions however numbered, as if these provisions were fully rewritten in this Personal Guaranty.

4. In the enforcement of any of its rights against each of the undersigned, GFL and/or its affiliates may proceed as if each of the undersigned was the primary obligor under the Franchise Agreement. Each of the undersigned waives any right to require GFL and its affiliates to first proceed against Franchisee, or any other guarantor or to proceed against or exhaust any security (if any) held by GFL and its affiliates or to pursue any other remedy available to it before proceeding against each of the undersigned. Each of the undersigned's liability under this Personal Guaranty will be joint and several, both with Franchisee and among the other guarantors. Each of the undersigned waives all presentments, demands or performance, notice of non-performance, protest, notice of protest, notices of dishonor and notices of acceptance of this Personal Guaranty and all other notices and legal or equitable defenses to which each of the undersigned may be entitled, and of the existence, creation or incurring of new or additional obligations. No dealings between GFL, its affiliates, and Franchisee shall exonerate, release, discharge or in any way reduce each of the undersigned's obligations hereunder, in whole or in part and in particular and without limiting the generality of the foregoing, GFL may modify or amend the Franchise Agreement, grant any indulgence, release, postponement or extension of time, waive any term or condition of the Franchise Agreement, or any obligation of Franchisee, take or release any securities or other guarantees for the performance by Franchisee of any of its obligations, and otherwise deal with Franchisee as GFL may see fit without affecting, lessening or limiting in any way each of the undersigned's liability. Nothing but payment and satisfaction in full of the obligations owing GFL and its affiliates by Franchisee shall release each of the undersigned from his, hers, or its obligations under this Personal Guaranty. Notwithstanding any assignment for the general benefit of creditors or any bankruptcy or other act of insolvency by Franchisee and notwithstanding any rejection, disaffirmance or disclaimer of the Franchise Agreement, each of the undersigned shall continue to be fully liable. Upon any such assignment for the general benefit of creditors, bankruptcy or other act of insolvency, or the winding up or distribution of any of the assets of Franchisee, GFL's rights shall not be affected or impaired by its omission to prove its claim or to prove its full claim and GFL may prove such claims as it sees fit and may refrain from proving any claim. Neither the liability of any of the undersigned nor the rights of GFL and its affiliates shall in any way be released, diminished, or extinguished or in any way affected by any failure on the part of GFL to assert its rights under this Personal Guaranty. Each of the undersigned agrees that recourse may be made against his or her marital community (if applicable) and his, her, or its separate property and in such order and manner as GFL may elect. Even if Franchisee is deemed not to be liable for any reason, each of the undersigned agrees that he, she, or it will still remain liable and each of the undersigned waives any defenses that he, she, or it might have on account of Franchisee's lack of liability. Until all obligations of Franchisee under the Franchise Agreement have been paid and satisfied in full, each of the undersigned shall have no right of subrogation and waive any right to enforce any remedy which GFL now has or hereafter may have against Franchisee, and further waive any benefit of, and any right to participate in any security now or hereafter held by GFL and its affiliates.

5. This Personal Guaranty shall bind each of the undersigned's heirs, administrators, personal representatives, successors and assigns, and shall inure to the benefit of GFL, its affiliates, and its successors and assigns including, without limitation, any party to whom GFL may assign any interest in the Franchise Agreement, and each of the undersigned hereby waives notice of any such assignment. All of GFL 's and its affiliates' rights are cumulative and not alternative.

6. Each of the undersigned agrees to pay all expenses paid or incurred by GFL in enforcing the Franchise Agreement and this Personal Guaranty against Franchisee and against each of the undersigned in collecting or attempting to collect any amounts due thereunder and hereunder, including travel, attorneys' fees, expert and investigative fees, if such enforcement or collection is by or through an attorney-at-law.

7. This Personal Guaranty shall be construed under the laws of the Commonwealth of Pennsylvania and any dispute between GFL and each of the undersigned shall be governed by and determined in accordance with the substantive law of the Commonwealth of Pennsylvania, which laws shall prevail in the event of any conflict of law. If GFL moves its corporate headquarters, it shall have the option of determining that the substantive law of the state to which it moves will replace all references to Pennsylvania law in the Franchise Agreement and in this Personal Guaranty, or of continuing to have Pennsylvania law apply. If GFL chooses to have the law of the new state apply, GFL will so notify Franchisee and each of the undersigned within six months of its move, and the chosen law will apply to the parties; except any franchise registration or disclosure law or any franchise relationship law of the new state will only apply where the jurisdictional requirements of the law are otherwise met. Each of the undersigned acknowledges that Franchisee and each of the undersigned have and will continue to develop a substantial and continuing relationship with GFL and its affiliates at its offices in the Commonwealth of Pennsylvania, where its decision-making authority is vested and franchise operations are conducted and supervised. Except for GFL's right to obtain injunctive relief in any appropriate forum, any action arising out of or relating to this Personal Guaranty shall be commenced, conducted and concluded only in a state or federal court of general jurisdiction in the Commonwealth of Pennsylvania for the district or county in which GFL's headquarters are then located. Each of the undersigned irrevocably submits to the jurisdiction of these courts, waives any objection he, she, or it may have to either the jurisdiction or venue of these courts, and agrees not to argue that any of these courts is an inconvenient forum. If GFL moves its corporate headquarters, each of the undersigned acknowledges that he, she, or it will have a substantial and continuing relationship with GFL and its affiliates in the state to which it moves and that any references to Pennsylvania in this paragraph will be deemed to be references to the new state.

8. Any notices required or permitted under this Personal Guaranty shall be in writing and shall be personally delivered or mailed by registered or certified mail, return receipt requested, or sent by overnight courier or email to the respective parties at the address listed on the signature page of this Personal Guaranty unless a different address has been designated in writing by the other party. Any notice by certified or registered mail shall be deemed to have been given at the date and time of mailing. Notices by personal delivery, overnight courier or email shall be effective upon the earlier of the date of delivery of such notice, or the date after the same was sent.

9. EACH OF THE UNDERSIGNED WAIVES TRIAL BY JURY AND WAIVES ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, intending to be legally bound, each of the undersigned has signed this Personal Guaranty on the date stated below.

GUARANTOR(S)

(IF ENTITY):

____
[Name]

By:_________________________________

Name:_______________________________

Title:_______________________________

Date:_______________________________

Address: ________________________
Phone: __________________________
Email: __________________________

(IF INDIVIDUALS):

____
[Signature]

____
[Print Name]

Date:_______________________________

Address: ________________________
Phone: __________________________
Email: __________________________

____
[Signature]

____
[Print Name]

Date:_______________________________

Address: ________________________
Phone: __________________________
Email: __________________________

ACKNOWLEDGED:

GODDARD FRANCHISOR, LLC

____

By: Timothy J. Dwyer
SVP, Chief Financial Officer
1016 W. Ninth Avenue
King of Prussia, PA 19406
(610) 265-8510
notices@goddardsystems.com

EXHIBIT C-3

DEVELOPMENT AGREEMENT

GODDARD FRANCHISOR LLC
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "**Agreement**"), made and entered into this ___ day of _________ 20__, between Goddard Franchisor LLC, a Delaware limited liability company, with its principal offices at 1016 West Ninth Avenue, King of Prussia, Pennsylvania 19406-3107 ("**Goddard**") and the undersigned developer.

BACKGROUND

A. Goddard Franchisor LLC is referred to in this Agreement as Goddard. The undersigned developer is referred to as "**Developer**."

B. Goddard, its affiliates, and Goddard's predecessors have expended substantial resources to develop a system (the "**System**") for the establishment, development and operation of preschools ("**Goddard Schools**" or "**Goddard School**") for children, now known as The Goddard School. The System includes Goddard Confidential Operating Manual (the "**Manual**"), other proprietary information and compilations, proprietary marks, trade dress, design, décor, image, lay-out, know-how, trade secrets, procedures, standards, specifications, equipment, market analysis, procurement of students, sales and merchandising methods, quality assurance standards, training of franchisees and Goddard personnel, marketing techniques, record keeping and business management which may be changed, improved and further developed by Goddard from time to time.

C. Goddard licenses the use of the trademark and service mark, "**The Goddard School**", and other identifying marks, and symbols as may now or hereinafter be designated as part of the System (the "**Proprietary Marks**"). Goddard intends to further develop and use and the Proprietary Marks to Goddard's services and standards of quality and service to the public.

D. Developer has applied to obtain certain development rights to operate a certain number of The Goddard Schools under the System, to be identified with the Proprietary Marks in the territory described in this Agreement.

E. Goddard has approved Developer's application for development rights in reliance on all of the representations made in Developer's application.

F. **GODDARD AND DEVELOPER HAVE AGREED TO WAIVE PUNITIVE OR EXEMPLARY OR CONSEQUENTIAL DAMAGES AS PROVIDED IN SECTION 16G. GODDARD AND DEVELOPER HAVE ALSO AGREED TO WAIVE ANY RIGHT TO TRIAL BY JURY, AS PROVIDED IN SECTION 16H AND DEVELOPER HAS AGREED TO WAIVE ANY RIGHT TO PURSUE ANY CLASS CLAIMS, AS PROVIDED IN SECTION 16I.**

AGREEMENT

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other party set forth in this Agreement and for other valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties mutually agree as follows:

1. **APPOINTMENT**

A. Goddard hereby grants to Developer, pursuant to the terms and conditions of this Agreement, the development rights, and Developer hereby undertakes the obligation, to establish and operate ________ The Goddard School learning centers under the Proprietary Marks and the System ("**Franchised Businesses**"), and to use the System solely in connection therewith, at specific locations to be designated in separate Goddard Franchise Agreements (the "**Franchise Agreements**") executed by Developer as provided in Section I.E. or 3.A., and pursuant to the development schedule set forth in Exhibit "A" (the "**Development Schedule**") attached to this Agreement. Each Franchised Business developed under this Agreement shall be located in the area described in Exhibit "A" (the "**Development Area**").

B. Each Franchised Business developed under this Agreement shall be established and operated pursuant to a separate Franchise Agreement entered into between Developer and Goddard in accordance with Section 3.A. hereof.

C. Except as otherwise provided in this Agreement, during the term of this Agreement, Goddard shall not establish or operate, nor license any party other than Developer to establish or operate, any The Goddard Schools under the System and the Proprietary Marks in the Development Area. Goddard reserves all other rights within and outside of the Development Area.

D. This Agreement is not a franchise agreement, and does not grant to Developer any right to use in any manner Goddard's Proprietary Marks or System. Developer shall have no right under this Agreement to license others to use in any manner the Proprietary Marks or System.

E. Developer and Goddard acknowledge and agree that, during the term of this Agreement:

(1) Goddard shall have the right to identify, consider and approve proposed locations within the Development Area as suitable for the operation of a The Goddard School, independent of Developer (a "**Goddard Site**") on the terms and conditions described in this Section 1.E.

(2) In the event that Goddard or Goddard Real Estate Development Company, LLC ("**Goddard Development Company**") either itself identifies or receives an acceptable proposal from a third party with respect to a Goddard Site during the term of this Agreement, Goddard or Goddard Development Company shall prepare and present to Developer a site approval package containing such information regarding the site as Goddard may deem appropriate. Developer, if (1) in substantial compliance with the terms and conditions of this Agreement (including, without limitation, the Development Schedule), all Franchise Agreements executed under this Agreement, and any other Franchise Agreements between Developer or any of its principals and Goddard and (2) then possessing adequate financial, operational and managerial resources to operate another Franchised Business at the Goddard Site, as determined by Goddard in its sole and absolute discretion, shall have a right of first refusal to enter into a franchise agreement with Goddard to establish and operate a Franchised Business at the Goddard Site. Within fifteen (15) business days of Goddard's approval of a Goddard Site or approval of an acceptable proposal from a third party with respect to a Goddard Site, which approval shall be deemed granted upon Goddard's completion of the Notice of Goddard Site Approval Form attached hereto as Exhibit "B", Goddard shall provide Developer with notice of the existence of the Goddard Site, including a copy of the completed Notice of Goddard Site Approval Form and a copy of Goddard's then-current Franchise Disclosure Document ("**FDD**").

(3) In the event that Developer subsequently elects to purchase and establish a Franchised Business at the Goddard Site, Developer must exercise its right of first refusal by (a) notifying Goddard of its election to execute Goddard's then-current form of Franchise Agreement within seven

(7) days of Developer's receipt of the completed Notice of Goddard Site Approval Form from Goddard; (b) executing and delivering to Goddard its then-current form of Franchise Agreement within thirty (30) days of Developer's election to purchase, but in no event sooner than sixteen (16) days after Developer's receipt from Goddard of the FDD and Franchise Agreement for the Franchised Business at the Goddard Site; and (c) if Developer participates in the Real Estate Support Program (as defined in Section 3.G.), cooperating with Goddard Development Company in connection with the negotiation of the applicable documents, or if Developer does not participate in the Real Estate Support Program, securing a letter of intent on a lease or purchase for the site within thirty (30) calendar days after exercising its right of first refusal. Goddard agrees that the amount of the initial license fee and the continuing monthly franchise fee percentage payable under such then-current Franchise Agreement shall not exceed the amount of the initial license fee and the continuing monthly franchise fee percentage payable under the Franchise Agreement attached to this Agreement as Exhibit "C". Goddard and Developer specifically agree, however, that with the exception of the initial license fee and continuing monthly franchise fees, the Goddard Franchise Agreement current at the time Developer exercises its right of first refusal may contain materially different terms, including the Franchisee's advertising contributions, from the Franchise Agreement attached as Exhibit "C". Developer shall promptly establish and open such Franchised Business within the Development Area and pursuant to the Development Schedule set forth in Exhibit "A." Except as otherwise provided in this Section 1.E., Developer's development of the Franchised Business at the Goddard Site shall be pursuant to the terms and conditions of Section 3 of this Agreement, including, without limitation, the time(s) and manner for payment of all fees, payments and deposits by Developer to Goddard.

(4) In the event Developer does not exercise its right of first refusal as described in this Section 1.E., Goddard and its affiliates shall have the right during the term of this Agreement to (1) use the System and the Proprietary Marks for the establishment and operation of a corporate or affiliate-owned The Goddard School at the Goddard Site in the Development Area or (2) license a third party franchisee to use the System and the Proprietary Marks for the establishment and operation of a The Goddard School at the Goddard Site in the Development Area, and such third party franchisee shall have the right to establish and operate a The Goddard School at the Goddard Site in the Development Area.

(5) Developer's election not to exercise its right of first refusal with respect to any Goddard Site in the Development Area shall not affect Developer's right of first refusal as to any subsequent Goddard Site developed and approved by Goddard during the term of this Agreement.

(6) Any The Goddard School established by Goddard, its affiliates or a third party during the term of this Agreement pursuant to the terms of this Section 1.E. and any territorial protection provided under the franchise agreement executed by Goddard, its affiliate or a third party in conjunction therewith shall be excluded from the Development Area.

2. DEVELOPMENT FEE

A. In consideration of the development rights granted in this Agreement, Developer shall pay to Goddard, upon execution of this Agreement, a development fee of Sixty Thousand Dollars ($60,000) for each Franchised Business (the "**Development Fee**"), receipt of which is acknowledged by Goddard, and which shall be deemed fully earned and non-refundable upon execution of this Agreement in consideration of the administrative and other expenses incurred by Goddard and for the development opportunities lost or deferred as a result of the rights granted Developer in this Agreement.

B. Goddard shall credit Fifty Thousand Dollars ($50,000) of the Development Fee against the applicable initial license fee payable under each of the ____________ Franchise Agreements to be executed under this Agreement. Developer acknowledges and agrees that in the event Developer enters into any

Franchise Agreements after the ____________ Franchise Agreements contemplated under this Agreement, the future initial license fee may be more than the current initial license fee.

3. **DEVELOPMENT OBLIGATIONS**

A. In exercising its development rights and fulfilling its development obligations under this Agreement, Developer shall execute a Franchise Agreement for each Franchised Business at a site approved by Goddard in the Development Area as hereinafter provided. The current form of Franchise Agreement now being offered for new The Goddard Schools, generally, by Goddard is attached as Exhibit "C". The Franchise Agreement for each Franchised Business developed under this Agreement shall be the form of Franchise Agreement being offered for new The Goddard Schools, generally, by Goddard at the time each Franchise Agreement is executed, the terms of which agreement may be materially different from the Franchise Agreement attached as Exhibit "C". Goddard agrees that the amount of the initial license fee and the continuing monthly franchise fee percentage payable under such then-current Franchise Agreement shall not exceed the amount of the initial license fee and the continuing monthly franchise fee percentage payable under the Franchise Agreement attached to this Agreement as Exhibit "C". Goddard and Developer specifically agree, however, that with the exception of the initial license fee and continuing monthly franchise fees, the Goddard Franchise Agreement current at the time Developer exercises its right of first refusal may contain materially different terms, including the Franchisee's advertising contributions, from the Franchise Agreement attached as Exhibit "C". The Franchise Agreement for each Franchised Business shall be executed by Developer and submitted to Goddard within thirty (30) calendar days of Developer's receipt of Goddard's notice that it has accepted the proposed site, as provided in Section 3.B. hereof, but in no event sooner than sixteen (16) calendar days after Developer's receipt from Goddard of Goddard's then-current Franchise Disclosure Document and Franchise Agreement. Except as provided in Section 2.B. hereof, Developer shall pay to Goddard for each Franchised Business developed under this Agreement all of Goddard's then-current initial fees, initial training assistance fees, site development fees, background check fees, and other payments, deposits, and fees at the time(s) and in the manner set forth in the Franchise Agreement for such Franchised Business.

B. If Developer participates in the Real Estate Support Program (as defined in Section 3.G.), Goddard Development Company shall use commercially reasonable efforts to identify and present to Developer proposed sites within the Development Area suitable for the operation of the Franchised Businesses. Goddard Development Company may prepare and negotiate letters of intent, purchase and sale agreements, and leases for such sites, which may be negotiated prior to: (i) execution by the Real Estate Developer (as defined in Section 3.G.); (ii) assignment to the Real Estate Developer; or (iii) presentation to Developer for review and execution, as applicable. Developer may also propose sites for Goddard's consideration. Prior to Developer's acquisition by lease or purchase of any site for a Franchised Business (whether identified by Goddard Development Company or proposed by Developer), Developer shall submit to Goddard, in the form specified by Goddard, the description of the proposed site and such information or materials as Goddard may reasonably require. Goddard shall have sixty (60) days after receipt of the description of the proposed site and other information and materials from Developer to accept or reject, in writing, the proposed site for development as a Franchised Business. In the event Goddard accepts a proposed site, Goddard will provide the Developer with a copy of Goddard's then-current Franchise Disclosure Document and proposed Franchise Agreement concurrently with the written notice of approval. In the event Goddard does not reject a proposed site by written notice to Developer within such sixty (60) days, such site shall be deemed rejected by Goddard. If Developer does not participate in the Real Estate Support Program, Developer shall use all reasonable efforts to seek and select proposed sites within the Development Area suitable for the operation of the Franchised Businesses, subject to the submission and approval procedures set forth above.

C. If Developer will occupy the premises at which a Franchised Business is operated under a lease, Developer shall, prior to the execution thereof: (1) if Developer participates in the Real Estate Support Program, review and approve the lease negotiated by Goddard Development Company and execute the lease directly with the Real Estate Developer, along with a rider to the lease and collateral assignment, in a form prescribed by Goddard, to secure Developer's obligations to Goddard under the Franchise Agreement for such Franchised Business; or (2) if Developer does not participate in the Real Estate Support Program, execute a rider to Developer's lease and collateral assignment, in a form prescribed by Goddard, to secure Developer's obligations to Goddard under the Franchise Agreement for such Franchised Business and submit such lease to Goddard for its written approval. In either case, Developer must retain independent legal counsel and financial advisors to review and advise Developer regarding all leases, loan documents, and development agreements before execution. Developer is not required to proceed with any site, lease, or Real Estate Developer presented through the Real Estate Support Program and may decline to proceed if the terms are unacceptable to Developer. Goddard's approval of the lease may be conditioned upon the inclusion in the lease of such provisions as Goddard may reasonably require, including, without limitation:

(1) The premises shall only be used for the operation of the Franchised Business;

(2) The premises, or any part thereof, may not be assigned or sublet except as a condition of the sale of the Franchised Business, which must be approved by Goddard;

(3) Goddard shall have the right to enter the premises to inspect and make any modifications deemed necessary to protect the Proprietary Marks; and

(4) Goddard shall have the right, at Goddard's election, to receive an assignment of the lease upon the termination of the Franchise Agreement executed pursuant to this Agreement for the operation of the Franchised Business at the premises.

D. Developer shall promptly submit to Goddard the information developed at Developer's expense that Goddard requests concerning any site and lease proposed by Developer for Goddard's approval under this Agreement at any time as Goddard may request.

E. If Developer participates in the Real Estate Support Program, Developer acknowledges and agrees that Goddard Development Company shall have the primary responsibility for identifying and securing sites acceptable to Goddard and for negotiating leases and purchase agreements for such sites, and the Real Estate Developer may be responsible for acquiring each site, financing and managing construction, and leasing the completed site to Developer. Developer shall cooperate with Goddard Development Company and the Real Estate Developer in connection with such activities, shall be actively involved in all phases of the real estate development process, shall review all required materials and information to make informed decisions, and shall make all decisions based on Developer's own judgment after consultation with its independent legal and financial advisers. Developer will review the site approval package and participate in lease negotiations, and Developer must approve and accept the final lease before execution. Developer is not required to proceed with any site, lease or Real Estate Developer presented through the Real Estate Support Program and may decline to proceed if the terms are unacceptable to Developer. If Developer does not participate in the Real Estate Support Program, Developer acknowledges and agrees that Developer is responsible for locating and securing sites acceptable to Goddard and for negotiating leases for the sites acceptable to Goddard. In all instances, Goddard shall not unreasonably withhold acceptance of a site that meets its standards for general location and neighborhood, traffic patterns, size, layout and other physical characteristics, rental, lease terms including duration, and general conditions for use as a The Goddard School. Goddard's acceptance of a site shall not constitute a judgment as to the likelihood of success of the Franchised Business at such location or a judgment as to the relative desirability of such location in comparison to other locations within the Development Area.

F. Recognizing that time is of the essence, Developer agrees to have open and in operation in the Development Area the number of Franchised Businesses by the dates described in the Development Schedule and Section 1.A. of this Agreement. If Developer fails to have open and in operation the number of Franchised Businesses in the Development Area described in the Development Schedule by the respective dates set forth in the Development Schedule or if Developer is in default under any Franchise Agreement executed by Developer, Goddard shall have the right, upon written notice to Developer describing the action which Goddard has elected to take, to do one or more of the following:

(1) To terminate the territorial protection granted under Section 1.C., and Goddard shall have the right to establish and operate, and license others to establish and operate, The Goddard Schools within the Development Area;

(2) To terminate the right of first refusal granted in Section 1.E.; or

(3) To terminate this Agreement.

G. **REAL ESTATE SUPPORT PROGRAM**

(1) Developer acknowledges that Goddard offers a structured real estate development support program (the "**Real Estate Support Program**") through Goddard Development Company, intended to support Developer in the identification, development, and opening of approved Franchised Business locations within the Development Area. Under the Real Estate Support Program, a third-party real estate developer that Goddard or Goddard Development Company approves (the "**Real Estate Developer**") may be responsible for acquiring each site, financing and managing construction, and leasing the completed site to Developer. The Real Estate Developer will not be an affiliate of Goddard and will not act on behalf of Goddard or any of its affiliates. Neither Goddard nor Goddard Development Company guarantees the Real Estate Developer's performance, financial condition, or ability to complete construction or deliver any site. Developer should independently evaluate the Real Estate Developer and the terms of any transaction before proceeding. Your participation in the Real Estate Support Program does not assure that a Franchised Business will open within any particular timeframe or at any specific cost.

(2) Participation in the Real Estate Support Program is mandatory for Developer with respect to each Franchised Business developed under this Agreement, unless Goddard approves an exception in writing for a specific Franchised Business. Goddard may, in its sole discretion, approve Developer to develop a Franchised Business outside of the Real Estate Support Program. Any exception, if granted, is intended to be limited and will be evaluated on a site-specific basis. Any exception may be subject to conditions Goddard determines, may be revoked if circumstances change, and does not create any ongoing or future entitlement to future exceptions. Granting an exception for one developer or site does not obligate Goddard to grant an exception for any other developer or site.

(3) If Developer participates in the Real Estate Support Program, Developer must enter into a project management agreement in a form prescribed by Goddard (the "**Project Management Agreement**") under which Goddard Development Company or an approved third-party project management provider shall coordinate certain pre-construction and construction-related activities for each Franchised Business. Developer shall pay Goddard Development Company a project management fee of Seventy-Five Thousand Dollars ($75,000) per Franchised Business (the "**Project Management Fee**") to reimburse Goddard Development Company for its costs incurred in connection with pre-opening third-party project management services. The Project Management Fee is in addition to the site development fee payable under the applicable Franchise Agreement. The Project Management Fee for each Franchised Business shall be payable in two installments, as follows: (a) upon execution of this Agreement, Developer shall pay Goddard Development Company Thirty Thousand Dollars ($30,000) for each Franchised Business

that Developer has committed to develop under this Agreement; and (b) after the site for the applicable Franchised Business is secured under a real estate purchase agreement or lease, Developer shall sign a Franchise Agreement for the applicable Franchised Business and pay the remaining Forty-Five Thousand Dollars ($45,000) for such Franchised Business upon Developer's execution of such Franchise Agreement. The Project Management Fee covers the amount that Goddard Development Company pays the applicable third-party project management provider for pre-construction and construction coordination services under the Project Management Agreement. Such coordination may include facilitating communication among vendors, monitoring schedules, administering approved change orders within defined limits, and reporting progress, but does not eliminate Developer's responsibility for construction quality, budgeting decisions, cost overruns, permitting delays, safety conditions, or compliance with applicable laws. If the project management vendor invoices Goddard Development Company for an amount less than Seventy-Five Thousand Dollars ($75,000) for any Franchised Business, Goddard Development Company will refund the balance under the applicable Franchise Agreement. The Project Management Fee is not otherwise refundable.

(4) If Developer participates in the Real Estate Support Program, each Franchised Business must be developed using Goddard's standardized prototype building plans. Custom designs will not be permitted without Goddard's prior written approval. Developer must use architects, FF&E vendors, permit expeditors, sign vendors, playground vendors, and a third-party project manager that Goddard designates or approves. Developer shall cause the Real Estate Developer to follow all of Goddard's and Goddard Development Company's policies, including use of Goddard's approved or designated third-party pre-construction vendors, inclusion of Goddard's approved general contractors in the bidding process, and adherence to Goddard's standardized School prototype.

(5) Developer shall remain solely responsible for (a) securing all financing for each Franchised Business; (b) entering into and performing under leases, loan documents, the Project Management Agreement, and all other development agreements and construction contracts; (c) compliance with all applicable laws and regulations; and (d) all risks associated with site development and construction, including the Real Estate Developer's performance. Neither Goddard nor Goddard Development Company provide legal, financial, real estate brokerage, engineering, architectural, or investment advice. Developer must retain its own independent legal counsel and financial advisors to review and advise Developer regarding all leases, purchase agreements, loan documents, and development agreements before execution. Developer shall be actively involved in all phases of real estate development, review required materials and information to make informed decisions, and make all decisions based on Developer's own judgment after consultation with Developer's independent legal and financial advisers. Construction and development inherently involve risks, including delays, defects, cost increases, and third-party claims, all of which remain Developer's responsibility. Goddard does not guarantee that a suitable site will be identified through the Real Estate Support Program, that a Real Estate Developer will be available or willing to develop a particular site, that financing or permits will be obtained, that construction will be completed within any estimated timeframe, or that the cost of development will not exceed estimates. All schedules, budgets, and timelines are estimates only and may be affected by factors beyond Goddard's, Goddard Development Company's or the Real Estate Developer's control.

4. **TERM**

Unless sooner terminated in accordance with the terms of this Agreement, the term of this Agreement and all rights granted hereunder shall expire on the earlier of: (1) the last date specified in the Development Schedule; or (2) the date when Developer has open and in operation all of the Franchised Businesses required by the Development Schedule.

5. DUTIES OF THE PARTIES

A. For each Franchised Business developed hereunder:

(1) Goddard agrees to provide Developer with such site selection and township approval process consultation as Goddard may deem advisable;

(2) Goddard agrees to expend such time and effort and to incur such expense as may reasonably be required in Goddard's sole business judgment to inspect sites submitted by Developer; and

(3) if Developer participates in the Real Estate Support Program, Goddard Development Company will provide some or all of the following administrative coordination and oversight functions in connection with the development of each Franchised Business: (a) preliminary identification and internal evaluation of potential sites within the Development Area; (b) presentation of site approval materials to Developer and the Real Estate Developer; (c) preparation and negotiation of certain documents, including letters of intent, real estate purchase agreements, assignments, leases, and project management agreements, which will be executed by the Real Estate Developer, assigned to the Real Estate Developer, or presented to Developer for review and execution, as applicable; (d) coordination of site negotiations using Goddard's approved forms and required provisions; (e) coordination of pre-construction and construction activities through the Real Estate Developer or an approved third-party project management provider, which may include facilitating communication among vendors, monitoring schedules, administering approved change orders within defined limits, and reporting progress; (f) monitoring progress toward key development milestones; and (g) setting standards for the development process (including required use of approved architects, sign vendors, permit expeditors and general contractors). Goddard and Goddard Development Company shall have the right to determine the sequencing, timing, scope, and manner in which these support services are provided, and certain services may be performed concurrently or not at all depending on project circumstances. Goddard Development Company's role under the Real Estate Support Program is limited to coordination, standard-setting, and monitoring progress. For the avoidance of doubt, Developer's participation in the Real Estate Support Program does not transfer ownership, financial responsibility, or ultimate decision-making authority for any Franchised Business to Goddard or Goddard Development Company.

B. Developer accepts the following obligations:

(1) Developer shall comply with all requirements of federal, state, and local laws, rules, and regulations.

(2) Developer shall comply with all of the terms, conditions and obligations of Developer under this Agreement.

6. CONFIDENTIAL INFORMATION

Developer shall not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, persons, partnership, association or corporation, any trade secrets or confidential information, knowledge, or know-how concerning the methods of development, site selection, or any other proprietary method of Goddard which may be communicated or disclosed to Developer, or of which Developer may be appraised, by virtue of Developer's operation under the terms of this Agreement. Developer shall divulge such trade secrets and confidential information only to such of its employees as must have access to it in order to perform Developer's development obligations and duties under this Agreement. Developer shall require all employees to whom such information is divulged to execute a Confidentiality Agreement in a form prescribed by Goddard.

7. **TRANSFERABILITY OF INTEREST**

A. Goddard shall have the right to transfer or assign all or any part of its rights or obligations herein to any other person or legal entity without notice to or consent from Developer.

B. Developer understands and acknowledges that the rights and duties set forth in the Agreement are personal to Developer. Accordingly, Developer shall not sell, assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any interest in this Agreement or in Developer or in substantially all of the assets of Developer without the prior written consent of Goddard. Any purported assignment or transfer, by operation of law or otherwise, not having the written consent of Goddard shall be null and void and shall constitute a material breach of this Agreement. Goddard shall not unreasonably withhold its consent to transfer of any interest in this Agreement or in Developer or in substantially all of the assets of Developer; provided, however, that prior to the time of transfer, Goddard may, in its sole discretion, except in the case of a transfer to a partnership, corporation or limited liability company formed solely for the convenience of ownership, require that:

(1) All of Developer's accrued monetary obligations to Goddard and all other outstanding obligations related to the terms and conditions under this Agreement shall have been satisfied;

(2) The transferor and its owner(s) shall have executed a general release under seal, in a form satisfactory to Goddard, of any and all claims against Goddard and its officers, directors, shareholders and employees, in their corporate and individual capacities;

(3) The transferee has entered into a written assignment in a form satisfactory to Goddard, assuming and agreeing to discharge all of Developer's obligations under the Development Agreement;

(4) The transferee and its owners shall demonstrate to Goddard's satisfaction that they meet Goddard's educational, managerial and business standards; possess a good moral character, business reputation and credit rating; have the aptitude and ability to conduct the business of Developer and operate The Goddard School; and have adequate financial resources and capital to operate as Developer;

(5) The transferee and its owners have satisfied all licensing and other requirements under applicable state law;

(6) Transferor and transferee shall execute such other documents as may be reasonably required by Goddard;

(7) The transfer shall include the sale or transfer of all of Developer's Franchised Businesses then owned by Developer.

C. In the event the proposed transfer is to a partnership, corporation or limited liability company formed solely for the convenience of ownership, Goddard's consent to such transfer may, in its sole discretion, be conditioned on the following requirements:

(1) The transferee partnership, corporation or limited liability company shall be newly organized and shall have organizational documents that clearly state that its activities are confined exclusively to the operation of the business conducted hereunder;

(2) The transferor(s) shall own 100% of the ownership interest in the transferee partnership, corporation or limited liability company provided a minority of ownership interests in the

transferee partnership may be owned by one or more persons who have agreed to guarantee the obligations of the transferee and have agreed to be bound jointly and severally by all provisions of this Agreement.

(3) The articles of incorporation, bylaws, certificate of formation, operating or limited liability agreement and other organizational documents of the transferee partnership, corporation or limited liability company shall recite that the issuance and transfer of any securities is restricted by the terms of this Section.

(4) Each stock certificate or certificate of membership interest shall have conspicuously endorsed upon its face a statement in a form satisfactory to Goddard that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon assignment by this Agreement. In addition, its organizational documents shall provide that further assignments or transfers are subject to all restrictions imposed upon assignments and transfers in this Agreement.

(5) All of the owners of the transferee partnership, corporation or limited liability company shall guarantee the obligations of the transferee partnership, corporation or limited liability company under this Agreement and shall be bound jointly and severally by the terms and conditions of this Agreement which shall remain applicable to them, including but not limited to the provisions contained in Section 6 (Confidential Information), Section 7 (Transferability of Interest), Section 9 (Covenants), Section 11 (Independent Contractor and Indemnification), Section 16 (Enforcement) and the general provisions, and shall sign an agreement in the form prescribed by Goddard confirming that they guarantee the obligations of the transferee partnership, corporation or limited liability company under this Agreement and continue to be jointly and severally bound by the applicable terms and conditions of this Agreement. Nothing contained in this Agreement shall be deemed to relieve the transferor(s) of any of these obligations. Each person who is, as of the effective date hereof, or thereafter becomes a shareholder, partner, or member of the franchise entity, during the term of this Agreement, shall also sign an agreement in a form prescribed by Goddard guaranteeing the obligations of the entity under this Agreement and agreeing to bound jointly and severally by the applicable provisions of this Agreement.

(6) The transferee partnership, corporation or partnership shall agree to be bound by all of the provisions of this Agreement and to assume and discharge all of Developer's obligations hereunder.

(7) The transferee partnership, corporation or limited liability company shall provide Goddard with all of its governing documents (e.g., partnership agreement, articles of incorporation or organization, bylaws, stock certificates, operating agreement, membership certificates, agreement among the owners, etc.) which must be reasonably satisfactory to Goddard in its sole judgement; during the term of this Agreement, the transferee partnership, corporation or limited liability company , before amending any of these documents or entering into new agreements, including any merger or other transaction, which would result in a different partnership, corporation or limited liability company succeeding to the rights under this Agreement (even if the ownership of the new entity is the same as the old entity), must provide Goddard with all proposed amendments and new documents for Goddard's approval, which Goddard shall not unreasonably withhold or delay.

(8) The transferee partnership, corporation or limited liability company shall be maintained in good standing in the jurisdiction of its formation, and if applicable, also as a foreign business entity in the state in which the business is operated. The transferee partnership, corporation or limited liability company shall provide us with evidence of good standing and legal existence within 10 days following any request.

D. In the event of a proposed transfer, Developer agrees that Goddard shall have the right to make available to the transferee its complete file on Developer.

E. Upon the death or permanent incapacity of any person with an interest in Developer or upon the dissolution of Developer as a partnership or corporation or limited liability company, the executor, administrator, personal representative or trustee of that person or entity shall transfer his or its interest to a third party approved by Goddard within a reasonable period of time, which shall not exceed 6 months. Transfers under this Section E, including by devise and inheritance, shall be subject to the same conditions as any lifetime transfer.

F. Goddard's consent to a transfer of any interest in the rights granted in this Agreement shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of Goddard's right to demand exact compliance with any of the terms of this Agreement by the transferee.

G. Developer represents to Goddard that, except as Developer has disclosed to Goddard in writing and Goddard has approved in writing in advance, there are no purchase or call options on the ownership interests of any individual signing this Agreement as Developer except upon the death or permanent incapacity of the individual or in connection with a right of first refusal, and that no oral or written agreement among the individuals signing this Agreement as Developer, articles of incorporation, bylaws, certificate of formation, operating or limited liability company agreement or other organizational documents of any entity to which Developer may assign this Agreement for convenience of ownership as provided in Section 7.C or any other oral or written agreement authorizes one or more individual franchisees to remove another individual franchisee or guarantor from ownership or participation in Developer's business.

H. Developer may request in writing its consent to add one or more persons to the Development Agreement or to the owners of Developer. If Goddard determines in its sole business judgment that the transaction does not constitute, or is deemed by Goddard to not constitute, a transfer of the Development Agreement, the Developer (including the transfer by any owner of any interest in a business entity that owns the business) or the assets of Developer that should be governed by Section 7.B above, and Goddard consents to the transaction, Developer will pay Goddard when Developer makes its request, a non-refundable add-on fee equal to $10,000, to cover the background check fee for up to two persons and administrative and other expenses in connection with the add-on. If more than two persons are to be added, Developer must also pay Goddard's then-current background check fee to obtain background checks (including credit and criminal) on those additional persons. No credit or refund will be granted against the background check fee for two persons covered in the $10,000 add-on fee. To the extent applicable to Goddard's decision and due diligence in connection with the addition of the proposed individual developers, Goddard may consider and require compliance with certain requirements described above in this Section 5 for a transfer. If Goddard consents to add the proposed individual developers to the Development Agreement or in the ownership of Developer, Developer and the individuals must sign documentation Goddard requires.

8. TERMINATION OF AGREEMENT

A. Except as otherwise provided herein, Goddard may terminate this Agreement and all rights granted in this Agreement to Developer upon delivery of notice of termination to Developer upon the occurrence of any of the following events:

(1) Developer or any shareholder of any corporation, any member of any limited liability company, partner in a partnership, or owner of any other entity owning an interest in the Developer

or their spouse becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt, suffers temporary or permanent court appointed receivership of substantially all of its property or suffers the filing of a voluntary or involuntary bankruptcy petition, provided in the case of an involuntary petition is not dismissed within thirty (30) days after filing;

(2) Developer abandons or ceases to do business, or otherwise forfeits the right to do or transact business in the jurisdiction where the Development Area is located;

(3) Final conviction, or plea of guilty or nolo contendere, of Developer or any of its owners of a felony, or a crime involving moral turpitude, or any other crime which in Goddard's judgment has affected or may affect the reputation of Developer's business or the goodwill of the Proprietary Marks or Developer or any of it owners or any of its officers, engages in conduct which, in the judgment of Goddard, has or may affect the goodwill of the Proprietary Marks.

(4) If Developer or any of its owners purports to transfer any rights or obligations under this Agreement to any third party without Goddard's prior written consent, contrary to the terms of Section 7 of this Agreement;

(5) If Developer of any of its owners fails to comply with the covenants contained in Section 9 hereof;

(6) If Developer or any of its owners discloses or divulges trade secret or confidential information provided to Developer by Goddard contrary to Section 6 hereof;

(7) If an approved transfer is not effected within a reasonable time following Developer's or an owner's (of Developer) death or permanent incapacity as required by Section 7.E. hereof;

(8) If in Goddard's sole business judgement, a threat or danger to public health or safety results from the maintenance or operation of the Developer' business or any of the Franchised Businesses;

(9) If Goddard discovers that Developer or any of its owners have made any material misrepresentation on or in connection with his application for the development rights granted herein or in connection with any matter implicating the health and safety of any person;

(10) If Developer or any of its owners fails on two (2) or more occasions within any 12 month period to comply with any one or more provisions of this Agreement, whether or not such failures to comply are corrected after notice thereof is delivered to Developer.

B. If Developer fails to comply with or to perform any of the other terms, conditions or obligations of (1) this Agreement, or (2) any Franchise Agreement or any other agreement between Developer or any of its affiliates and Goddard or its affiliates, such failure or action shall constitute a default under this Agreement. If such default is the result of Developer's failure to comply with or to perform any of the other terms, conditions or obligations of this Agreement, Goddard shall have the right to terminate this Agreement and all rights granted hereunder without affording Developer any opportunity to cure the default, effective immediately upon receipt by Developer of written notice of termination. If such default is the result of Developer's failure to comply with the terms, conditions or obligations of any Franchise Agreement or any other agreement between Developer or any of its affiliates and Goddard or its affiliates and the Franchise Agreement or other agreement with which Developer has failed to comply provides for notice and an opportunity to cure such default or non-performance, Developer shall be given notice and an opportunity to cure such default or non-performance according to the terms of the applicable Franchise Agreement or other agreement under which the default has occurred. In the event such default or non-performance is not cured within the period provided by the applicable Franchise Agreement or other agreement under which the default has occurred, Goddard shall have the right to terminate this Agreement and all rights granted hereunder without affording Developer any further opportunity to cure the default, effective immediately upon receipt by Developer of written notice of termination.

C. Upon termination of this Agreement by Goddard, including pursuant to 3.F. hereof, or upon expiration of this Agreement, Developer shall have no right to establish or operate any Franchised Businesses for which a Franchise Agreement has not been executed by Goddard at the time of termination. Goddard shall have the right to establish and operate, and to license others to establish and operate, The Goddard Schools under the System and the Proprietary Marks in the Development Area, except as may be otherwise provided under any Franchise Agreement which has been executed between Goddard and Developer.

D. No default under this Development Agreement shall constitute a default under any Franchise Agreement between the parties to this Agreement. Default under this Development Agreement shall constitute default under any other Development Agreement between the parties hereto.

E. No right or remedy herein conferred upon or reserved to Goddard is exclusive of any other right or remedy provided or permitted by law or equity.

9. **COVENANTS**

A. Developer covenants that, during the term of this Agreement, Developer and its owners shall devote sufficient time, energy and efforts to the management and operation of Developer's business hereunder to satisfy and honor their obligations under this Agreement. Developer's business hereunder shall at all times be under the operation of Developer or a qualified principal of Developer whose identity shall at all times be disclosed to Goddard.

B. Developer covenants that during the term of this Agreement, except as otherwise approved in writing by Goddard, neither Developer nor any of its owners shall directly or indirectly, for itself, himself or herself (as applicable), or through, on behalf of, or in conjunction with any person, persons, partnership, association, corporation or limited liability company:

(1) Divert or attempt to divert any business or customer of the business operated under this Agreement to any competitor, by direct or indirect inducement or otherwise.

(2) Own, maintain, engage in, be employed by, lease real estate to, consult with or assist in any way, finance, or have any interest in any other child daycare or pre-school learning center or business (other than a Goddard School operated under an effective Franchise Agreement with Goddard).

C. Developer covenants that for a period of two (2) years after the expiration or termination of this Agreement, regardless of the cause of termination, or after the date upon which Developer ceases to operate the business operated under this Agreement following termination or expiration of this Agreement, whichever is later, neither Developer nor any of its owners shall directly or indirectly, for itself, himself or herself (as applicable), or through, on behalf of, or in conjunction with any other person, persons, partnership, Association, corporation or limited liability company:

(1) Divert or attempt to divert any business or customer of the business operated by Developer hereunder to any competitor, by direct or indirect inducement or otherwise or do or perform any act injurious or prejudicial to the goodwill associated with the Proprietary Marks or System.

(2) Own, maintain, engage in, be employed by, lease real estate to, consult with or assist in any way, finance or have any interest in or perform any services in any capacity for any child daycare or pre-school learning center or business (other than a Goddard School operated under an effective Franchise Agreement with Goddard), within:

(a) the Development Area; or

(b) a radius of ten (10) miles of the Development Area.

D. Developer understands and acknowledges that Goddard shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Section 9.B and C in this Agreement, or any portion hereof, without Developer's consent, effective immediately upon written notice to Developer, and Developer agrees that it shall immediately comply with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 14 hereof.

E. If any court having jurisdiction to determine the validity or enforceability of this Section 9 determines that it would be invalid or unenforceable as written, then the provisions shall be deemed to be modified to such extent or in such manner as necessary for such provisions to be valid and enforceable to the greatest extent possible.

F. The provisions of this Section 9 shall not apply to the ownership by Developer of less than a five percent (5%) beneficial interest of the outstanding equity securities in any publicly held corporation.

10. TAXES, PERMITS AND INDEBTEDNESS

A. Developer shall promptly pay when due all taxes levied or assessed by any federal, state or local tax authority, and any and all indebtedness incurred by Developer in the conduct of the business granted hereunder.

B. Developer shall comply with all federal, state and local laws, rules and regulations, and shall timely obtain any and all permits, certificates or licenses necessary for the full and proper conduct of the business granted hereunder, including, without limitation, licenses to do business, fictitious name registrations and sales tax permit clearance.

C. Developer shall notify Goddard in writing within five (5) 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 governmental instrumentality, or of any claims against Developer which may adversely affect the operational or financial condition of the Developer or the reputation of Developer or The Goddard School.

11. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

A. It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them, that Developer shall be an independent contractor, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee or servant of the other for any purpose whatsoever, and Developer covenants not to assert otherwise in any forum. Although Developer must comply with this Agreement, Developer will have full and complete control of the manner in which Developer complies, and full and complete control of the day-to-day operation of Developer's business and business policies and practices. The parties acknowledge and agree that the creation of the above described relationship and the parties' respective ability to perform and to be legally recognized as such during the term of this Agreement is part of the essence and a principal purpose of this Agreement.

B. During the term of this Agreement and any extensions, Developer expressly agrees to hold itself out to the public as an independent contractor operating the business pursuant to an agreement with Goddard. Developer agrees to take such affirmative action as may be necessary to do so, including without limitation, exhibiting a notice of that fact in a conspicuous place in the Developer's business premises, the content of which Goddard reserves the right to specify. All contracts, checks, paychecks or other payment notices will be in Developer's legal name. It is understood and agreed that nothing in this Agreement authorizes Developer to make any contract, agreement, warranty or representation on Goddard's behalf or on behalf of its affiliates, or to incur any debt or other obligation in Goddard's name, and that Goddard shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action, or by reason of any act or omission of Developer in the conduct of its business or any claim or judgment arising therefrom against Goddard. Developer shall indemnify and hold Goddard harmless against any and all such claims arising directly or indirectly from, as a result of, or in connection with Developer's operation of its business, as well as the cost, including attorney's fees, of defending against them.

12. **APPROVALS AND WAIVERS**

A. Whenever this Agreement requires the prior approval or consent of Goddard, Developer shall make a timely written request for such approval to Goddard therefor, and such approval or consent shall be obtained in writing from an authorized Goddard representative.

B. Goddard makes no warranties or guarantees upon which Developer may rely, and assumes no liability or obligation to Developer by providing any waiver, approval, consent or suggestion to Developer in connection with this Agreement, or by reason of any neglect, delay or denial of any request from Developer.

C. No failure of Goddard to exercise any power reserved to it by this Agreement, or to insist upon strict compliance by Developer with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Goddard's right to demand exact compliance with any of the terms under this Agreement. Subsequent acceptance by Goddard of any payment due to it under this Agreement shall not be deemed to be a waiver by Goddard of any preceding breach by Developer of any terms, covenants or conditions of this Agreement.

13. **NOTICES**

Any notices required or permitted under this Agreement shall be in writing and shall be personally delivered or mailed by registered or certified mail, return receipt requested, or sent by overnight courier or email, to the respective parties at the address listed on the signature page of this Agreement unless and until a different address has been designated in writing to the other party.

Any notice by certified or registered mail shall be deemed to have been given at the date and time of mailing. Notices by personal delivery, overnight courier or email shall be effective upon the earlier of the date of delivery of such notice, or the date after the same was sent. In addition, Goddard may elect to provide any information it is required to or desire to communicate to Developer solely through Goddard's website(s) and or intranet or other electronic means, including email, without a need to provide Developer with a paper copy or other physical format. Developer shall provide Goddard with Developer's current home address, email address and other contact information, as required at all times.

14. ENTIRE AGREEMENT

This Agreement and any amendments and attachments constitute the entire, full and complete Agreement between Goddard and Developer concerning the subject matter of this Agreement, and supersede all prior agreements, no other representations having induced Developer to sign this Agreement except that Developer may rely on Goddard's representations in the most recent FDD delivered to Developer, including its exhibits and any amendments in connection with this Agreement. No representations, promises or agreements, oral or otherwise, not appearing in this or attached to this Agreement or the FDD were made by any party, and none shall have any effect with reference to this Agreement. No change in this Agreement shall be binding on either party unless it is mutually agreed to by the parties in writing.

15. SEVERABILITY AND CONSTRUCTION

A. Except as expressly provided to the contrary in this Agreement, each section, part, term and/or provision of this Agreement shall be considered severable; and if, of any reason, any section, part, term and/or provision herein is determined by a court or agency having valid jurisdiction to be invalid and contrary to, or in conflict with, any applicable law or regulation, such determination shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms and/or provisions of this Agreement as may remain otherwise enforceable and the latter shall be given full force and effect and bind the parties hereto; and said invalid sections, parts, terms and/or provisions shall be deemed not to be a part of this Agreement.

B. If any applicable law or rule of any jurisdiction requires a greater prior notice of the termination of, or election not to renew this Agreement, or the taking of some other action with respect to the termination or election not to renew than is required in this Agreement, and the jurisdictional requirements of the law or rule are otherwise met, the notice or other action required by such law or rule shall be substituted for the notice or other action required in this Agreement.

C. Nothing in this Agreement is intended or shall be deemed, to confer upon any person or legal entity other than Goddard or Developer and or their respective permitted successors and assigns any rights or remedies under or by reason of this Agreement. All captions in the Agreement are intended solely for the convenience of the parties, and shall not be deemed to affect the meaning or construction of any provision in this Agreement.

D. All captions in this Agreement are intended solely for the convenience of the parties and none shall be deemed to affect the meaning or construction of a provision.

E. All references to gender and number shall be construed to include any other gender and number as the context may require, and all acknowledgements, promises, covenants, agreements and obligations made in this Agreement or undertaken by Developer shall be deemed jointly and severally undertaken by all parties (other than Goddard) to this Agreement on behalf of Developer. No change in marital or other legal status between any of the parties to this Agreement shall alter or limit that joint and several liability without express written release, which release may be withheld in Goddard's sole business judgment.

F. The Agreement may be signed in counterparts, each signed copy shall be deemed an original, and all of which, together, shall constitute the same instrument. Electronic or facsimile signing and delivery of this Agreement is legal and binding for all purposes. Goddard may require that Developer's signature on any document submitted to Goddard be notarized. Any person executing this Agreement on behalf of a business entity represents and warrants that he/she is duly authorized to bind the business entity.

G. The BACKGROUND Section at the beginning of this Agreement contain contractual terms that are not mere recitals.

H. Developer understands and acknowledges that Goddard may delegate the performance of any or all of its obligations under this Agreement, and the right to exercise any of Goddard's rights under this Agreement, to an affiliate, manager, agent independent contractor, or other third party designee. However, Goddard will remain responsible for ensuring that such obligations are performed in accordance with the terms of this Agreement.

16. **ENFORCEMENT**

A. This Agreement takes effect when accepted and signed by Goddard in Pennsylvania. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act 15 U.S.C. Sections 1051 et seq.) or other federal law, this Agreement shall be interpreted and construed under the laws of the Commonwealth of Pennsylvania and any dispute between the parties shall be governed by and determined in accordance with the substantive law of the Commonwealth of Pennsylvania, which laws shall prevail in the event of any conflict of law. If Goddard moves its corporate headquarters, Goddard shall have the option of determining that the substantive law of the state to which it moves will replace all references to Pennsylvania law in this Agreement, or that it will continue to have Pennsylvania law apply. If Goddard chooses to have the law of the new state apply, Goddard will notify Developer within six (6) months of the move, and the chosen law will apply to all parties affected; except that any franchise registration or disclosure law or any franchise relationship law of the new state will only apply where the jurisdictional requirements of the law are otherwise met.

B. Developer acknowledges that it has and will continue to develop a substantial and continuing relationship with Goddard at its principal offices in the Commonwealth of Pennsylvania, where Goddard's decision-making authority is vested and franchise operations are conducted and supervised. Except for Goddard's right to obtain injunctive relief in any appropriate forum, any action arising out of or relating to this Agreement shall be commenced, conducted and concluded only in a state or federal court of general jurisdiction in the Commonwealth of Pennsylvania for the district or county in which Goddard's headquarters are then located. Developer irrevocably submits to the jurisdiction of these courts, and waives any objection it may have- to either the jurisdiction or venue of these courts and agrees not to argue that these courts are inconvenient forums. If Goddard moves its corporate headquarters, Developer acknowledges that it will have a substantial and continuing relationship with Goddard in the state to which it moves and that at Goddard's option as described in Section 16.A above, any references to Pennsylvania in this Section will be deemed to be references to the new state and the district or county in which Goddard's headquarters are then located.

C. No right or remedy conferred upon or reserved to Goddard or Developer by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy in this Agreement or provided or permitted by law or equity, but each shall be cumulative of every other right or remedy.

D. Nothing in this Agreement shall bar Goddard's right to obtain injunctive relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

E. In any action to enforce or defend Goddard's rights under this Agreement, Goddard shall be entitled to recover, in addition to any other remedy, attorney's fees, investigation and experts fees together with court costs and expenses of litigation.

F. DEVELOPER MAY SEEK DAMAGES OR ANY REMEDY UNDER LAW OR EQUITY ONLY AGAINST GODDARD'S BUSINESS ENTITY. GODDARD'S AFFILIATES AND GODDARD'S/THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, LIMITED PARTNERS, GENERAL PARTNERS, SHAREHOLDERS, INDEPENDENT CONTRACTORS AND EMPLOYEES WILL NOT BE LIABLE AND MAY NOT BE NAMED AS A PARTY AND WILL NOT BE LIABLE IN ANY PROCEEDING COMMENCED BY DEVELOPER IF DEVELOPER'S CLAIM OR CAUSE OF ACTION ARISES OUT OF OR RELATES TO THIS AGREEMENT.

G. A COURT MAY AWARD INJUNCTIVE RELIEF AS WELL AS DAMAGES, BUT WILL HAVE NO AUTHORITY TO AWARD PUNITIVE OR EXEMPLARY OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH ANY CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

H. GODDARD AND DEVELOPER, RESPECTIVELY, WAIVE ANY RIGHT GODDARD OR DEVELOPER MIGHT HAVE TO TRIAL BY JURY ON ANY AND ALL CLAIMS ASSERTED AGAINST THE OTHER. GODDARD AND DEVELOPER, RESPECTIVELY, EACH ACKNOWLEDGE THAT GODDARD AND DEVELOPER, RESPECTIVELY, HAVE HAD A FULL OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL CONCERNING THIS WAIVER, AND THAT THIS WAIVER IS INFORMED, VOLUNTARY, INTENTIONAL AND NOT THE RESULT OF UNEQUAL BARGAINING POWER.

I. DEVELOPER AGREE TO LITIGATE EACH DISPUTE WITH GODDARD ON AN INDIVIDUAL BASIS. DEVELOPER WILL NOT CONSOLIDATE ANY DISPUTE WITH A CLAIM OF ANY OTHER DEVELOPER OR GODDARD FRANCHISEE, INDIVIDUAL, OR ENTITY, AND DEVELOPER WILL NOT PURSUE ANY CLASS CLAIMS IN ANY MEDIATION, ARBITRATION, OR LITIGATION FORUM IN CONNECTION WITH ANY CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

J. DEVELOPER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS NOT EFFECTIVE UNTIL SIGNED BY GODDARD, AND THAT GODDARD WILL NOT SIGN THIS DOCUMENT UNTIL GODDARD HAS RECEIVED ALL REQUIRED ITEMS, INCLUDING ANY PAYMENTS DUE.

17. NO WAIVER OR DISCLAIMER OF RELIANCE IN CERTAIN STATES

The following provision applies only to franchisees and franchises that are subject to state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

> No statement, questionnaire, or acknowledgment signed or agreed to by Developer 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

Intending to be legally bound, the parties have duly executed, sealed and delivered this Agreement on this ______ day of ____________. 20__.

DEVELOPER:

____
Name:
Title:
Address:
Email:

____
Name:
Title:
Address:
Email:

____
Name:
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Address:
Email:

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Name:
Title:
Address:
Email:

GODDARD FRANCHISOR LLC
1016 West Ninth Avenue
King of Prussia, PA 19406-3107
notices@goddardsystems..com

By:____________________________________

Name:______________________________

Title:_______________________________

GODDARD FRANCHISOR LLC
DEVELOPMENT AGREEMENT

EXHIBIT "A"

DEVELOPMENT AREA AND DEVELOPMENT SCHEDULE

1. Each Goddard School developed under this Development Agreement shall be located in the following area:

2. Recognizing that time is of the essence, Developer agrees to satisfy the development schedule set forth below:

BY (Date)	Cumulative Total Number of Franchised Businesses Which Developer Shall Have Open and in Operation
	1
	2
	3

GODDARD FRANCHISOR LLC
DEVELOPMENT AGREEMENT

EXHIBIT "B"

NOTICE OF GODDARD SITE APPROVAL FORM

Location of Goddard Site in Development Area:

____

____

____

Name of Proposed Lessor or Seller

____

____

____

Lease or Sale Terms Being Offered to Developer

____

____

____

GODDARD FRANCHISOR LLC

By:________________________________

Name:______________________________

Title:_______________________________

Date:_______________________________

GODDARD FRANCHISOR LLC
DEVELOPMENT AGREEMENT

EXHIBIT "C"

FRANCHISE AGREEMENT

The form of Franchise Agreement currently offered by Goddard Franchisor LLC is attached.

EXHIBIT C-4

PURCHASE ORDERS

PURCHASE ORDER #1

DATE OF ORDER	SHIP	VIA	TERMS	F.O.B.SHIPPING DATE

SOLD TO:	SHIP TO:
(“*FRANCHISEE*”)	(“*SCHOOL*”)

Equipment as per attached lists (the “*EQUIPMENT*”) - State and local sales and use taxes, shipping charges and permits will be in addition to the total price. Installation included for outdoor equipment only.

TOTAL PRICE 10,000 – 12,500 sq. ft. building $243,000 - $307,000

TERMS AND CONDITIONS

A. On behalf of and as a convenience to FRANCHISEE, Goddard Franchisor LLC (“*GFL*”) or its designee agrees to order the EQUIPMENT from the vendor(s) and to advance funds on behalf of FRANCHISEE. FRANCHISEE agrees to reimburse GFL or its designee, as applicable, for the full cost of all EQUIPMENT ordered, which may include (1) different or additional items reflecting availability, a change to GFL’s standards, or other reasons; (2) taxes; and/or (3) shipping or delivery charges or fuel surcharges. Full payment to GFL or its designee, as applicable, shall be due and payable immediately upon FRANCHISEE’s receipt of the Opening Invoice (as set forth in FRANCHISEE’s Franchise Agreement).

B. The EQUIPMENT will be delivered to and installed at the SCHOOL within a reasonable time after the FRANCHISEE has obtained possession of the premises for the SCHOOL. FRANCHISEE agrees to ensure that all applicable insurance policies are in effect by the date of delivery and installation. FRANCHISEE agrees to release GFL and its designee from any and all liability arising from the delivery or installation of the EQUIPMENT at the SCHOOL.

C. The vendor(s) of the EQUIPMENT are solely responsible for the manufacture, delivery and installation of the EQUIPMENT, as well as for any warranty or guaranty on any EQUIPMENT. GFL’s or its designee’s approval or designation of a product or service or of a vendor or supplier, and GFL’s or its designee’s agreement to advance funds on behalf of FRANCHISEE do not constitute GFL’s or its designee’s guaranty or warranty of the product or service or of the vendor or supplier. Neither GFL nor its designee are resellers of the EQUIPMENT and neither GFL nor its designee are responsible for any aspect of the EQUIPMENT, including but not limited to defects.

D. Total price quoted above does not include state and local sales and use taxes, shipping charges, or permits, which shall be paid by FRANCHISEE. Installation included for outdoor equipment only.

ACCEPTED AND AGREED,

FRANCHISEE

______________________________ ______________________________

______________________________ ______________________________

PURCHASE ORDER #2

DATE OF ORDER	SHIP	VIA	TERMS	F.O.B.	SHIPPING DATE

SOLD TO:

SHIP TO: Mailing Address ("Home") or below School Address as indicated below

("*FRANCHISEE*") ("*SCHOOL*")

Marketing materials, stationery, forms, and curricular resources per attached list (the "*MARKETING MATERIALS, STATIONERY and FORMS*") - State and local sales and use taxes, shipping charges, permits, and installation will be in addition to the total price.

TOTAL PRICE $15,000

TERMS AND CONDITIONS

A. On behalf of and as a convenience to FRANCHISEE, Goddard Franchisor LLC ("*GFL*") or its designee agrees to order the MARKETING MATERIALS, STATIONERY and FORMS from the vendor(s) and to advance funds on behalf of FRANCHISEE. FRANCHISEE agrees to reimburse GFL or its designee, as applicable, for the full cost of all MARKETING MATERIALS, STATIONERY and FORMS, ordered, which may include (1) different or additional items reflecting availability, a change to GFL's standards, or other reasons; (2) taxes; and/or (3) shipping or delivery charges or fuel surcharges. Full payment to GFL or its designee, as applicable, shall be due and payable immediately upon FRANCHISEE's receipt of the Opening Invoice (as set forth in FRANCHISEE's Franchise Agreement).

B. The MARKETING MATERIALS, STATIONERY and FORMS will be delivered to FRANCHISEE's Home address within a reasonable time after the FRANCHISEE obtains the SCHOOL's building permit. FRANCHISEE agrees to ensure that all applicable insurance policies are in effect by the date of delivery. FRANCHISEE agrees to release GFL and its designee from any and all liability arising from the delivery of the MARKETING MATERIALS, STATIONERY and FORMS to the FRANCHISEE.

C. The vendor(s) of the MARKETING MATERIALS, STATIONERY and FORMS are solely responsible for the manufacture and delivery of the MARKETING MATERIALS, STATIONERY and FORMS, as well as for any warranty or guaranty on any MARKETING MATERIALS, STATIONERY and FORMS. GFL's or its designee's approval or designation of a product or service or of a vendor or supplier, and GFL's or its designee's agreement to advance funds on behalf of FRANCHISEE do not constitute GFL's or its designee's guaranty or warranty of the product or service or of the vendor or supplier. Except with respect to items created and sold by GFL or its designee, GFL and its designee are not responsible for any aspect of the MARKETING MATERIALS, STATIONERY and FORMS, including but not limited to defects.

D. Total price quoted above does not include state and local sales and use taxes, shipping charges, permits, or installation, which shall be paid by FRANCHISEE.

ACCEPTED AND AGREED,

FRANCHISEE

____________________________ ____________________________

____________________________ ____________________________

PURCHASE ORDER #3

DATE OF ORDER	SHIP	VIA	TERMS	F.O.B.SHIPPING DATE

SOLD TO: SHIP TO:

(“*FRANCHISEE*”) (“*SCHOOL*”)

Sign package as per attached list (the “*SIGN PACKAGE*”) - State and local sales and use taxes and shipping charges will be in addition to the total price. Installation and permits *are included*.

TOTAL PRICE $28,000.00

TERMS AND CONDITIONS

A. On behalf of and as a convenience to FRANCHISEE, Goddard Franchisor LLC (“*GFL*”) or its designee agrees to order the SIGN PACKAGE from the vendor(s) and to advance funds on behalf of FRANCHISEE. FRANCHISEE agrees to reimburse GFL or its designee, as applicable, for the full cost of the SIGN PACKAGE ordered, which may include (1) different or additional items reflecting availability, a change to GFL’s standards, or other reasons; (2) taxes; and/or (3) shipping or delivery charges or fuel surcharges. Full payment to GFL or its designee, as applicable, shall be due and payable immediately upon FRANCHISEE’s receipt of the Opening Invoice (as set forth in FRANCHISEE’s Franchise Agreement).

B. The SIGN PACKAGE will be delivered to and installed at the SCHOOL within a reasonable time after the FRANCHISEE has obtained possession of the premises for the SCHOOL. FRANCHISEE agrees to ensure that all applicable insurance policies are in effect by the date of delivery and installation. FRANCHISEE agrees to release GFL and its designee from any and all liability arising from the delivery or installation of the SIGN PACKAGE at the SCHOOL.

C. The vendor(s) of the SIGN PACKAGE are solely responsible for the manufacture, delivery and installation of the SIGN PACKAGE, as well as for any warranty or guaranty on any SIGN PACKAGE. GFL’s or its designee’s approval or designation of a product or service or of a vendor or supplier, and GFL’s or its designee’s agreement to advance funds on behalf of FRANCHISEE do not constitute GFL’s or its designee’s guaranty or warranty of the product or service or of the vendor or supplier. Neither GFL nor its designee are resellers of the SIGN PACKAGE and are not responsible for any aspect of the SIGN PACKAGE, including but not limited to defects.

D. Total price quoted above does not include state and local sales and use taxes or shipping charges, which shall be paid by FRANCHISEE. Installation and permits *are included.*

ACCEPTED AND AGREED,

FRANCHISEE

PURCHASE ORDER #4

DATE OF ORDER	SHIP	VIA	TERMS	F.O.B.	SHIPPING DATE

SOLD TO: SHIP TO:

(“*FRANCHISEE*”) (“*SCHOOL*”)

Computer hardware, software, firmware, network infrastructure (IT Security), network equipment / wireless access point devices, telephone, telecommunications infrastructure, installation services for the IT network and computer equipment, interactive flat panel and digital signage package as per attached lists (the “*COMPUTER SYSTEM, IT SECURITY, NETWORK EQUIPMENT / WIRELESS ACCESS POINT DEVICES, TELEPHONE, INTERACTIVE FLAT PANEL AND DIGITAL SIGNAGE PACKAGE*”) **-** State and local sales and use taxes, shipping charges, and permits will be in addition to the total price.

TOTAL PRICE $26,000.00 **-** $40,000

TERMS AND CONDITIONS

A. On behalf of and as a convenience to FRANCHISEE, Goddard Franchisor LLC (“*GFL*”) or its designee agrees to order the *COMPUTER SYSTEM, IT SECURITY, NETWORK EQUIPMENT / WIRELESS ACCESS POINT DEVICES, TELEPHONE, INTERACTIVE FLAT PANEL AND DIGITAL SIGNAGE PACKAGE* from the vendor(s) and to advance funds on behalf of FRANCHISEE. FRANCHISEE agrees to reimburse GFL or its designee, as applicable, for the full cost of the *COMPUTER SYSTEM, IT SECURITY, NETWORK EQUIPMENT / WIRELESS ACCESS POINT DEVICES, TELEPHONE, INTERACTIVE FLAT PANEL AND DIGITAL SIGNAGE PACKAGE* ordered, which may include (1) different or additional items reflecting availability, a change to GFL’s standards, or other reasons; (2) taxes; and/or (3) shipping or delivery charges or fuel surcharges. Full payment to GFL or its designee, as applicable, shall be due and payable immediately upon FRANCHISEE’s receipt of the Opening Invoice (as set forth in FRANCHISEE’s Franchise Agreement).

B. The *COMPUTER SYSTEM, IT SECURITY, NETWORK EQUIPMENT / WIRELESS ACCESS POINT DEVICES, TELEPHONE, INTERACTIVE FLAT PANEL AND DIGITAL SIGNAGE PACKAGE* will be delivered to and installed at the SCHOOL within a reasonable time after the FRANCHISEE has obtained possession of the premises for the SCHOOL. FRANCHISEE agrees to ensure that all applicable insurance policies are in effect by the date of delivery and installation. FRANCHISEE agrees to release GFL and its designee from any and all liability arising from the delivery or installation of the *COMPUTER SYSTEM, IT SECURITY, NETWORK EQUIPMENT / WIRELESS ACCESS POINT DEVICES, TELEPHONE, INTERACTIVE FLAT PANEL AND DIGITAL SIGNAGE PACKAGE* at the SCHOOL.

C. The vendor(s) of the *COMPUTER SYSTEM, IT SECURITY, NETWORK EQUIPMENT / WIRELESS ACCESS POINT DEVICES, TELEPHONE, INTERACTIVE FLAT PANEL AND DIGITAL SIGNAGE PACKAGE* are solely responsible for the manufacture and delivery of the *COMPUTER SYSTEM, IT SECURITY, NETWORK EQUIPMENT / WIRELESS ACCESS POINT DEVICES, TELEPHONE, INTERACTIVE FLAT PANEL AND DIGITAL SIGNAGE PACKAGE*, as well as for any warranty or guaranty on the *COMPUTER SYSTEM, IT SECURITY, NETWORK EQUIPMENT / WIRELESS ACCESS POINT DEVICES, TELEPHONE, INTERACTIVE FLAT PANEL AND DIGITAL SIGNAGE PACKAGE*. GFL’s or its designee’s approval or designation of a product or service or of a vendor or supplier, and GFL’s or its designee’s agreement to advance funds on behalf of FRANCHISEE do not constitute GFL’s or its designee’s guaranty or warranty of the product or service or of the vendor or supplier. Neither GFL nor its designee are resellers of the *COMPUTER SYSTEM, IT SECURITY, NETWORK EQUIPMENT / WIRELESS ACCESS POINT DEVICES, TELEPHONE, INTERACTIVE FLAT PANEL AND DIGITAL SIGNAGE PACKAGE* and are not responsible for any aspect of the *COMPUTER SYSTEM, IT SECURITY, NETWORK EQUIPMENT / WIRELESS ACCESS POINT DEVICES, TELEPHONE, INTERACTIVE FLAT PANEL AND DIGITAL SIGNAGE PACKAGE*, including but not limited to defects.

D. Total price quoted above does not include state and local sales and use taxes, shipping charges, or permits, which shall be paid by FRANCHISEE.

ACCEPTED AND AGREED,

FRANCHISEE

______________________________ ______________________________

______________________________ ______________________________

PURCHASE ORDER #5

DATE OF ORDER	SHIP	VIA	TERMS	F.O.B.SHIPPING DATE

SOLD TO: SHIP TO:

(“*FRANCHISEE*”) (“*SCHOOL*”)

Security System package as per attached list (the “*SECURITY SYSTEM PACKAGE*”) - State and local sales and use taxes, shipping charges, and permits will be in addition to the total price.

TOTAL PRICE $45,000.00

TERMS AND CONDITIONS

A. On behalf of and as a convenience to FRANCHISEE, Goddard Franchisor LLC (“*GFL*”) or its designee agrees to order the SECURITY SYSTEM PACKAGE from the vendor(s) and to advance funds on behalf of FRANCHISEE. FRANCHISEE agrees to reimburse GFL or its designee, as applicable, for the full cost of the SECURITY SYSTEM PACKAGE ordered, which may include (1) different or additional items reflecting availability, a change to GFL’s standards, or other reasons; (2) taxes; and/or (3) shipping or delivery charges or fuel surcharges. Full payment to GFL or its designee, as applicable, shall be due and payable immediately upon FRANCHISEE’s receipt of the Opening Invoice (as set forth in FRANCHISEE’s Franchise Agreement).

B. The SECURITY SYSTEM PACKAGE will be delivered to and installed at the SCHOOL within a reasonable time after the FRANCHISEE has obtained possession of the premises for the SCHOOL. FRANCHISEE agrees to ensure that all applicable insurance policies re in effect by the date of delivery and installation. FRANCHISEE agrees to release GFL and its designee from any and all liability arising from the delivery or installation of the SECURITY SYSTEM PACKAGE at the SCHOOL.

C. The vendor(s) of the SECURITY SYSTEM PACKAGE are solely responsible for the manufacture, delivery and installation of the SECURITY SYSTEM PACKAGE, as well as for any warranty or guaranty on the SECURITY SYSTEM PACKAGE. GFL’s or its designee’s approval or designation of a product or service or of a vendor or supplier, and GFL’s or its designee’s agreement to advance funds on behalf of FRANCHISEE do not constitute GFL’s or its designee’s guaranty or warranty of the product or service or of the vendor or supplier. Neither GFL nor its designee are resellers of the SECURITY SYSTEM PACKAGE and are not responsible for any aspect of the SECURITY SYSTEM PACKAGE, including but not limited to defects.

D. Total price quoted above does not include state and local sales and use taxes, shipping charges, or permits, which shall be paid by FRANCHISEE.

ACCEPTED AND AGREED,

FRANCHISEE

EXHIBIT C-5

AMENDMENT TO THE FRANCHISE AGREEMENT
(MODIFIED FEE)

GODDARD FRANCHISOR LLC
AMENDMENT TO THE FRANCHISE AGREEMENT

(MODIFIED FEE)

THIS AMENDMENT TO THE FRANCHISE AGREEMENT ("*Amendment*"), made and entered into on ____________, _____, between Goddard Franchisor LLC, a Delaware limited liability company, with its principal offices in King of Prussia, Pennsylvania ("*we*" or "*us*") and the undersigned franchisee(s) (*"you"*).

BACKGROUND

You have signed a Franchise Agreement dated ______________, _____ ("*Franchise Agreement*") with us related to the establishment, development, and operation of The Goddard School franchise at:

____
____
____
____

You have (1) purchased an additional franchise qualifying for certain reduced fees or (2) we have modified one or more fees applicable to you as we are permitted to do as described in our Franchise Disclosure Document or as we and you have otherwise agreed.

We and you wish to amend certain provisions of the Franchise Agreement.

AGREEMENT

The parties, in consideration of the undertakings and commitments of each party to the other party set forth herein, with the Background section incorporated by reference, and intending to be legally bound, mutually agree as follows:

1. Section 4A of the Franchise Agreement is amended by replacing only the applicable corresponding paragraph(s) as follows:

A. Section 4A(1) of the Franchise Agreement is amended to read as follows:

(1) Because you initially qualify to participate in our incentive program for [existing franchisees purchasing an additional franchise for a new School,] [for veterans of the U.S. Armed Forces,] you will pay an initial license fee of $______ for the School. The initial license fee, when paid, shall be deemed fully earned and non-refundable. The initial license fee shall be due and payable in two installments, $_____ upon your signing of this Agreement, less any deposits previously paid to us, and $________ when you receive the Opening Invoice (as defined below). Because the initial license fee is offered under a non-transferable incentive program, in addition to any other amounts payable to us, you will pay us the discount allowed to you from our standard initial license fee of $135,000 if you transfer [the new School or the existing School] [the new School] or you are removed from the Franchise Agreement or, if you are an entity, the qualifying owner(s) no longer serve as your owner(s), before the new School has operated for two years.

[B. Section 4A(2) of the Franchise Agreement is amended to read as follows:

(2) An initial training and opening support fee of $_____ for initial training for up to two individuals named as parties to this Agreement or two of your owners if you are an entity and for all services related to the School opening programs, as well as additional training as we deem necessary. Additional individuals named as parties to this Agreement or additional

owners, as applicable, may participate in the initial training program if you pay us a fee of $3,500 per additional person. In addition, if the designated on-site operator is not a party to this Agreement, you must pay us a fee of $3,500 for the designated on-site operator to participate in the initial training program. The initial training and opening support fee and any additional training fees set forth in this Section shall be due and payable at approximately the same time that a Certificate of Occupancy, Temporary Certificate of Occupancy or Use and Occupancy Certificate ("*Certificate of Occupancy*") is issued for the School. At that time, we will present you with a statement ("*Opening Invoice*") showing the status of your account and you must pay us immediately the amounts outstanding on the Opening Invoice by wire transfer.]

[C. Section 4A(4) of the Franchise Agreement is amended to read as follows:

(4) A site development fee of $________ shall be payable for the School upon your receipt of the Opening Invoice for the School. We may also charge you a reasonable fee, up to the amount of our then-current site development fee for our services in connection with any relocation, expansion, Annex and/or material alterations of the School payable upon your receipt of the Opening Invoice for the Annex or upon our request with respect to the School or the Annex.]

[D. Section 4A(6) of the Franchise Agreement is amended to read as follows:

(5) A continuing monthly royalty fee during the term of this Agreement in an amount equal to __% of all revenue earned for all services or products of any nature rendered or sold at or from or as a result of the School ("*Gross Receipts*"). The revenues of any approved Annex are included in Gross Receipts. [Notwithstanding the above, because you initially qualify under our incentive program for an existing franchisee purchasing an additional franchise to develop a new School, the royalty fee shall be at the following reduced rates during the first year of operation of the School:

<u>Months</u>	<u>Percentage</u>
1 – 3	2%
4 – 6	4%
7 – 12	6%

Our incentive program and the reduced royalty fee is personal to you. If you transfer the new School or the existing School, you are removed from the Franchise Agreement for the new School or the existing School, and/or your qualifying owner(s) no longer serves as your owner under the Franchise Agreement for the new School or the existing School before the new School has operated for two years, you will not qualify for the discounted rate and you will pay the regular royalty rate of 7% going forward, as well as pay us the difference between the 7% rate and the discounted rate you paid for prior periods.]

[2. Section 6D of the Franchise Agreement is amended by adding the following at the end [if applicable]:

[Notwithstanding the above, and the provisions of Section 16A, we and you acknowledge that the School will operate in association with another The Goddard School® franchise that you own meeting our requirements for common ownership and proximity to the School (the "*Companion School*") and that the designated on-site owner who you have designated and we have approved to conduct the day-to-day management and operation of the Companion School shall also be the designated on-site owner for the School and shall provide sufficient time to the management and operation of the Companion School and the School. [We shall not be required to provide initial training with regard to the Companion School, but we may provide assistance. As a result, the initial training and opening support fee stated in Section 4A(2) of the Franchise Agreement is waived for a Companion School as provided in Section 1B of the Amendment to Franchise Agreement (Modified Fee) attached as **Exhibit C-5** to this Agreement.] We do however require that the School have one Goddard-trained full-time director dedicated solely to the School, and any additional full-time directors we may deem appropriate from time to time dedicated to the School, in our sole business judgment, pursuant to Section 6F.]

[3]. This Amendment and the Franchise Agreement and any other amendments to the Franchise Agreement constitute the entire, full and complete agreement between you and us concerning the subject matter hereof, and supersede all prior agreements, with no other representations having induced you to sign this Amendment, except that you may rely on our representations in the most recent Franchise Disclosure Document (the "*FDD*") we delivered to you, including its exhibits and any amendments, in connection with the Franchise Agreement and this Amendment. No representations, inducements, promises or agreements, oral or otherwise, not appearing in or attached to the Franchise Agreement or this Amendment (unless of subsequent date) or in the FDD were made by any party, and none shall be of any force and effect with reference to this Amendment or otherwise. No amendment, change or variance from this Amendment shall be binding on either party unless it is mutually agreed to in writing. Except as otherwise described herein, all other terms and conditions in the Franchise Agreement are hereby ratified and confirmed. If there is a conflict between the terms of this Amendment and the Franchise Agreement, the terms of this Amendment shall control.

I WOULD NOT SIGN THIS AMENDMENT IF I DID NOT AGREE TO BE BOUND BY ITS TERMS.

Intending to be legally bound, the parties execute this Amendment as of the date first written above.

FRANCHISEE:

By: ___________________________

Name: _________________________

Title: __________________________

GODDARD FRANCHISOR LLC
1016 West Ninth Avenue
King of Prussia, PA 19406-3107

By:_______________________________

Name: _____________________________

Title:______________________________

EXHIBIT C-6

AMENDMENT TO THE FRANCHISE AGREEMENT
(TRANSFER)

GODDARD FRANCHISOR LLC

AMENDMENT TO THE FRANCHISE AGREEMENT
(TRANSFER)

THIS AMENDMENT TO THE FRANCHISE AGREEMENT ("*Amendment*"), made and entered into on __________________, _____, between Goddard Franchisor LLC, a Delaware limited liability company, with its principal offices in King of Prussia, Pennsylvania ("*we*" or "*us*") and the undersigned franchisee(s) ("*you*").

BACKGROUND

A. You have signed a Franchise Agreement dated ______________,______ ("*Franchise Agreement*") with us related to the operation of The Goddard School franchise (the "*School*") at:

____
____
____
____

B. The School was established and operated by an existing franchisee ("*Existing Franchisee*");

C. You and Existing Franchisee have entered into a purchase agreement dated ___________ ___________________ (the "*Purchase Agreement*") by which Existing Franchisee agreed to convey to you the assets of the School;

D. You conducted due diligence on the financial performance of the School and were provided with financial records of the School by Existing Franchisee; in entering into the Purchase Agreement and consummating the purchase of the assets of the School, you relied on your own independent investigation of the School and the historical financial records of the School.

E. You have not received any information concerning actual, average, projected or forecasted franchise sales, profits or earnings, except for the information contained in our Franchise Disclosure Document and except for the actual records of the School (and any other existing school that you were considering buying). You have not received any representation as to the potential volume, profits or success of the School from us or our officers, directors, employees, agents or servants; and you have not received any warranty or guarantee, express or implied, as to the potential volume, profits or success of the School from us or our officers, directors, employees, agents or servants.

F. We and you wish to amend certain provisions of the Franchise Agreement to reflect that certain obligations do not apply or are amended for a transferred franchise.

AGREEMENT

The parties, in consideration of the undertakings and commitments of each party to the other party set forth herein, with the Background section incorporated by reference, and intending to be legally bound, mutually agree as follows:

1. Section 2A of the Franchise Agreement is amended to read as follows:

   The term of this Agreement and franchise shall run for _______________ years and ____________________ months from the date we sign this Agreement, or until ______________, 20__.

2. Section 3A of the Franchise Agreement is amended to read as follows:

A. We shall provide at a reduced fee as provided in Section 4A., paragraph (2), an initial training program to the individual we have approved to serve as your designated on-site owner and additional individuals named as parties to this Agreement or additional owners of you, as applicable, that you designate or we require, for the fee stated in Section 4A(2). The initial training programs will be delivered through a blend of online coursework, virtual, live sessions and in person training at our corporate offices or at another training site we select in accordance with our then current training program and via virtual and/or in-person one-on-one or small group training. You must pay for the expenses of all individuals during training, including the cost of food, all transportation and lodging costs for any in-person training portion. We shall also make available any other training programs as we deem appropriate. All training shall be at the times and places we designate and/or delivered via our online learning management system, Internet, webinar or other form of electronic communication. We may, in our sole business judgment, require additional training. You shall bear any transportation and lodging expenses for any in-person training and all other expenses incurred during any other training programs and any additional training, including the cost of food, for all individuals attending.

[or]

A. We shall not provide an initial training program to you except in connection with any replacement designated on-site owner or any individuals named as parties to this Agreement or any owners of you that you later request or we require to attend and complete our initial training program to our satisfaction. We shall make available any other training programs as we deem appropriate. The initial training programs will be delivered through a blend of online coursework, virtual, live sessions and in person training at our corporate offices or at another training site we select in accordance with our then current training program and via virtual and/or in-person one-on-one or small group training. You must pay for the expenses of all individuals during training, including the cost of food, all transportation and lodging costs for any in-person training portion. All training shall be at the times and places we designate and/or delivered via our online learning management system, Internet, webinar or other form of electronic communication. We may, in our sole business judgment, require additional training. You shall bear any transportation and lodging expenses for any in-person training and all other expenses incurred during any other training programs and any additional training, including the cost of food, for all individuals attending.

3. Section 3B of the Franchise Agreement is amended to read as follows:

B. We shall provide for opening promotion, brand development, public relations, and initial marketing of the School, subject to applicable law, in a reduced amount for an existing operating School as provided in Section 5A.

4. Section 4A of the Franchise Agreement is amended as follows:

A. Section 4A(1) is amended to read as follows:

(1) An initial license fee of $40,000 for the School. We and you acknowledge that this Agreement is a Franchise Agreement following a transfer of the School to you, and as a result, the initial license fee has been reduced to the amount stated in the preceding sentence. The initial license fee, when paid, shall be deemed fully earned and non-refundable. The initial license fee shall be due and payable in full upon your signing of this Agreement.

B. Section 4A(2) is amended to read as follows:

(2) An initial training and transfer support fee of $___________ for your training and for all services related to the School opening programs, as well as additional

training as we deem necessary. The initial training and transfer support fee shall be due at the time of closing and the date you sign this Agreement.

C. Section 4A(4) is amended to read as follows:

Because the School is already developed, you do not have to pay our site development fee, currently $35,000. We may charge you a reasonable fee, up to the amount of our then-current site development fee for our services in connection with any relocation, expansion, Annex and/or material alterations of the School payable upon your receipt of the Opening Invoice for the Annex or upon our request with respect to the School or the Annex.

D. Section 4A(5) is amended to read as follows:

Because the School is already developed, you do not have to pay the project management fee, currently $75,000. We may charge you a project management fee, up to the amount of our then-current project management fee, for our services in connection with any relocation, expansion, and/or material alterations of the School payable upon our request with respect to the School.

5. The first sentence of Section 5A of the Franchise Agreement is amended to read as follows:

A. You will pay us or our affiliate an initial marketing fee in the amount of $_______ for the School payable at the time of closing and the date you sign this Agreement for opening promotion, brand development, public relations, general administrative expenses, and initial marketing of the School, which is the then-current initial marketing fee, and as adjusted based on our review of your proposed plan and assessment of the School's needs.

[or]

A. Because the School is already existing and operating, no opening promotion, brand development, public relations, general administrative expenses, and initial marketing of the School shall be required at the time of closing and the date you sign this Agreement.

6. [You agree to complete all outstanding improvements, upgrades and repairs required for compliance with our System Standards, as listed in the System Standards Tracking Sheet attached hereto and made a part hereof, within time periods acceptable to us.]

7. The Background Section at the beginning of this Amendment contains contractual terms that are not mere recitals.

8. This Amendment and the Franchise Agreement and any other amendments to the Franchise Agreement constitute the entire, full and complete agreement between you and us concerning the subject matter hereof, and supersede all prior agreements, with no other representations having induced you to sign this Amendment, except that you may rely on our representations in the most recent Franchise Disclosure Document (the "*FDD*") we delivered to you, including its exhibits and any amendments, in connection with the Franchise Agreement and this Amendment. No representations, inducements, promises or agreements, oral or otherwise, not appearing in or attached to the Franchise Agreement or this Amendment (unless of subsequent date) or in the FDD were made by any party, and none shall be of any force and effect with reference to this Amendment or otherwise. No amendment, change or variance from this Amendment shall be binding on either party unless it is mutually agreed to in writing. Except as otherwise described herein, all other terms and conditions in the Franchise Agreement are hereby ratified and confirmed. If there is a conflict between the terms of this Amendment and the Franchise Agreement, the terms of this Amendment shall control.

I WOULD NOT SIGN THIS AMENDMENT IF I DID NOT AGREE TO BE BOUND BY ITS TERMS.

Intending to be legally bound, the parties execute this Amendment as of the date first written above.

FRANCHISEE:	**GODDARD FRANCHISOR LLC** **1016 West Ninth Avenue** **King of Prussia, PA 19406-3107**
By: ___________________________	
Name: ________________________	By: _______________________________
Title: _________________________	Name: _____________________________
	Title: _____________________________

<u>EXHIBIT C-7</u>

AMENDMENT TO THE FRANCHISE AGREEMENT
(ANNEX)

GODDARD FRANCHISOR LLC
AMENDMENT TO THE FRANCHISE AGREEMENT

(ANNEX)

THIS AMENDMENT TO THE FRANCHISE AGREEMENT (ANNEX) ("*Annex Amendment*"), made and entered into on ____________, _____, between Goddard Franchisor LLC, a Delaware limited liability company, with its principal offices in King of Prussia, Pennsylvania ("*we*" or "*us*") and the undersigned franchisee(s) ("*you*").

BACKGROUND

A. You have signed a Franchise Agreement dated ___________________________________ ("*Franchise Agreement*") with us related to the establishment, development, and operation of The Goddard School franchise (the "*School*" or the "*associated School*") at:

____
____
____
____

B. You want to develop and operate under the Franchise Agreement an Annex to the associated School, subject to our prior written approval, which we may grant or withhold in our sole business judgment, meeting our then current criteria for the proximity of an Annex to the associated School as provided in the Manual (as defined in the Franchise Agreement) or otherwise in writing; the Annex will be located at:

____
____
____
____

C. We are willing to approve an Annex to the Franchise Agreement at the above location, subject to the terms of this Annex Amendment.

D. All terms capitalized, but not defined in this Annex Amendment, shall have the meaning ascribed to them in the Franchise Agreement for the associated School.

AGREEMENT

The parties, in consideration of the undertakings and commitments of each party to the other party set forth herein, with the Background section incorporated by reference, and intending to be legally bound, mutually agree as follows:

1. The Background Section at the beginning of this Annex Amendment contains contractual terms that are not mere recitals.

2. The Annex is approved as an annex to the associated School. The Annex will be governed under the Franchise Agreement (and not under a separate franchise agreement), except for certain provisions that do not apply to an Annex and certain other provisions that are added by this Annex Amendment. In the Franchise Agreement, as amended by this Annex Amendment and any other amendments, except where distinctions are specifically noted or the context may require, references to the "School" include the associated School, and if applicable, the Annex together with the associated School. The revenues of the Annex will be included in Gross Receipts under the Franchise Agreement and are subject to payment of the royalty fee and marketing fees. In addition, the Annex may not be transferred separately from the associated School.

3. Unless stated below in this Section 3 that the term of operation of the Annex may be for less than the full remaining term of the Franchise Agreement or any renewal franchise agreement, your right to develop and operate the Annex will expire upon the expiration of the Franchise Agreement (or terminate upon the earlier termination of the Franchise Agreement), and will renew if you enter into a renewal franchise agreement for the associated School together with an Annex Amendment, because the operation of the Annex depends upon the existence and support of the associated School.

The term of operation of the Annex will expire on the following date prior to the expiration date of the Franchise Agreement (unless sooner terminated upon termination of the Franchise Agreement):

[None]

4. You shall purchase all items and pay all costs and fees required under the Franchise Agreement and this Annex Amendment applicable to the Annex. We and you acknowledge that no initial license fee, initial marketing fee or initial training and opening support fee, is due to us or our affiliate under the Franchise Agreement solely in connection with the signing of this Annex Amendment, but you will pay us a background check fee upon request. You will also pay us a site development fee and/or a convention deposit upon our request or your receipt of the Opening Invoice for the Annex as applicable, as required under the Franchise Agreement.

5. Before you open the Annex, you must obtain our approval of your proposed programming, equipment and the age ranges you will serve. You may not change your programming or the age ranges you serve without our prior written consent. We alone will determine whether the Annex premises qualify as an Annex to an associated School according to our policies.

6. This Annex Amendment and the Franchise Agreement and any other amendments to the Franchise Agreement constitute the entire, full and complete agreement between you and us concerning the subject matter hereof, and supersede all prior agreements, with no other representations having induced you to sign this Annex Amendment, except that you may rely on our representations in the most recent Franchise Disclosure Document (the "*FDD*") we delivered to you, including its exhibits and any amendments, in connection with the Franchise Agreement and this Annex Amendment. No representations, inducements, promises or agreements, oral or otherwise, not appearing in or attached to the Franchise Agreement or this Annex Amendment (unless of subsequent date) or in the FDD were made by any party, and none shall be of any force and effect with reference to this Annex Amendment or otherwise. No amendment, change or variance from this Annex Amendment shall be binding on either party unless it is mutually agreed to in writing. Except as otherwise described herein, all other terms and conditions in the Franchise Agreement are hereby ratified and confirmed. If there is a conflict between the terms of this Annex Amendment and the Franchise Agreement, the terms of this Annex Amendment shall control.

I WOULD NOT SIGN THIS ANNEX AMENDMENT IF I DID NOT AGREE TO BE BOUND BY ITS TERMS.

Intending to be legally bound, the parties execute this Annex Amendment as of the date first written above.

FRANCHISEE:

By:__________________________________

Name: ________________________________

Title:_________________________________

GODDARD FRANCHISOR LLC
1016 West Ninth Avenue
King of Prussia, PA 19406-3107

By:__________________________________

Name: ________________________________

Title:_________________________________

EXHIBIT C-8

AMENDMENT TO THE FRANCHISE AGREEMENT
(DESIGNATED ON-SITE OPERATOR)

GODDARD FRANCHISOR LLC
AMENDMENT TO THE FRANCHISE AGREEMENT

(DESIGNATED ON-SITE OPERATOR)

THIS AMENDMENT TO THE FRANCHISE AGREEMENT ("*Amendment*"), made and entered into on ____________, _____, between Goddard Franchisor LLC, a Delaware limited liability company, with its principal offices in King of Prussia, Pennsylvania ("*we*" or "*us*") and the undersigned franchisee(s) ("*you*").

BACKGROUND

A. You have signed a Franchise Agreement dated _______________ ("*Franchise Agreement*") with us related to the establishment, development, and operation of The Goddard School franchise (the "*School*") at:

____
____
____
____

B. You wish to appoint the following individual, who is neither an Owner nor a franchisee under the Franchise Agreement, as the designated on-site operator of the School: [Insert Name], an individual resident of [State] (the "*Designated On-Site Operator*").

C. You satisfy our current criteria to appoint a Designated On-Site Operator who is neither an Owner nor a franchisee under the Franchise Agreement. As such, we are willing to approve the appointment of the Designated On-Site Operator, subject to the terms and conditions of this Amendment.

D. All capitalized terms used but not defined in this Amendment shall have the meanings ascribed to them in the Franchise Agreement.

AGREEMENT

The parties, in consideration of the undertakings and commitments of each party to the other party set forth herein, with the Background section incorporated by reference, and intending to be legally bound, mutually agree as follows:

1. Section 6D of the Franchise Agreement is amended to read as follows:

Before the opening of the School, the School employee you have designated to conduct the day-to-day management and operation of the School (the "designated on-site operator"), shall attend and must complete to our satisfaction all requirements of an initial training program we prescribe delivered through a blend of online coursework, virtual, live sessions and in person training at our corporate offices or at another training site we select in accordance with our then current training program. You must pay us a training fee of $3,500 for the designated on-site operator to attend and complete the initial training program. The designated on-site operator must devote full time, energy and efforts to the management and operation of the School under your direction and supervision. You may not change the designated on-site operator during the term of this Agreement without our prior written approval. The replacement designated on-site operator must attend and complete to our satisfaction all requirements of our then current initial training program within 60 days of hire. You must pay our then current fee for any replacement designated on-site operator to attend and complete such training. We reserve the right, but are not obligated, to approve your designated on-site operator or any replacement designated on-site operator responsible for the day-to-day management of the School under an amendment to the Franchise Agreement. Any person who has signed the Franchise Agreement and any Owner who has responsibility for the day-to-day operations of the School must attend and complete all requirements to our satisfaction of our initial training program at your expense. Only individuals who have satisfactorily completed all requirements related to our initial training program we prescribe or our Director Initial Training Program described in Section 6F may lead tours of the School for parents of prospective students or others or serve in a management role in the School with respect to overseeing the relationship with parents of the School's students or School employees. Training may take place in one or more sessions, with a session varying from one or more consecutive days to two or more consecutive weeks and you will have to plan your schedule accordingly. Up to two individuals named as parties to this Agreement or two Owners (as applicable) may attend our training at your request covered by the initial training and opening support fee stated in Section 4A(2); no additional training fee shall be payable for training we provide under Section 3A to such individuals but we may charge an additional fee for any additional individuals who attend training, as set forth in Section 4A(2) and this Section 6D. We shall provide and pay only for training instructors, facilities and training materials. You must pay for the expenses of all individuals during training, including the cost of food, all transportation and lodging costs for any in-person training portion.

2. Section 16A of the Franchise Agreement is amended to read as follows:

You covenant that, during the term of this Agreement: (1) you shall cause the designated on-site operator to devote full time, energy and efforts to the management and operation of the School to satisfy and honor your obligations under this Agreement; (2) the School shall at all times be under the management of the designated on-site operator and the direction of qualified director(s) trained by us whose credentials shall be satisfactory to us and whose identity you shall disclose to us immediately upon appointment or upon any change of your director(s); and (3) you shall require all employees and individuals conducting the day-to-day management and operation of the School to attend and complete to our satisfaction all requirements related to the initial training program described in Section 6F. You must have one full-time director qualified and trained by us, and any additional full-time directors we may deem appropriate from time to time in our sole business judgment.

3. In addition to the indemnification obligations set forth in Section 18C of the Franchise Agreement, you shall also indemnify and hold us and our affiliates and our and our affiliates' respective officers, directors, managers, members, partners, shareholders, independent contractors and employees harmless against any and all claims, losses, damages, costs or expenses (including attorneys' fees) arising out of or in connection with the Designated On-Site Operator's failure, or alleged failure, to comply with the Confidentiality Agreement. Your obligations under this Section shall survive the expiration, termination or transfer of the Franchise Agreement and/or this Amendment.

4. This Amendment and the Franchise Agreement and any other amendments to the Franchise Agreement constitute the entire, full and complete agreement between you and us concerning the subject matter hereof, and supersede all prior agreements, with no other representations having induced you to sign this Amendment, except that you may rely on our representations in the most recent Franchise Disclosure Document (the "*FDD*") we delivered to you, including its exhibits and any amendments, in connection with the Franchise Agreement and this Amendment. No representations, inducements, promises or agreements, oral or otherwise, not appearing in or attached to the Franchise Agreement or this Amendment (unless of subsequent date) or in the FDD were made by any party, and none shall be of any force and effect with reference to this Amendment or otherwise. No amendment, change or variance from this Amendment shall be binding on either party unless it is mutually agreed to in writing. Except as otherwise described herein, all other terms and conditions in the Franchise Agreement are hereby ratified and confirmed. If there is a conflict between the terms of this Amendment and the Franchise Agreement, the terms of this Amendment shall control.

I WOULD NOT SIGN THIS AMENDMENT IF I DID NOT AGREE TO BE BOUND BY ITS TERMS.

Intending to be legally bound, the parties execute this Amendment as of the date first written above.

FRANCHISEE:

By: _________________________

Name: ______________________

Title: _______________________

GODDARD FRANCHISOR LLC
1016 West Ninth Avenue
King of Prussia, PA 19406-3107

By:___________________________________

Name: ____________________________

Title:______________________________

<u>EXHIBIT C-9</u>

DATA PROCESSING ADDENDUM

DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**DPA**") is made effective on ___________________ and incorporated into, and subject to the terms and conditions of, the Franchise Agreement dated ________________ ("**Agreement**") between ____________________ ("**Franchisee**") and Goddard Franchisor, LLC ("**Franchisor**"). Franchisor and Franchisee are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

Any data processing agreement(s) that may exist between the Parties prior to the date hereof are superseded and replaced by this DPA in their entirety. All capitalized terms not defined in this DPA will have the meaning given to them in the Agreement.

1. Definitions

"**Data**" means any Personal Information Processed by Franchisee (or a Sub-processor) for the purposes set forth under the Agreement.

"**Data Breach**" means the actual breach of security leading to the accidental, unauthorized, or unlawful destruction, loss, alteration, disclosure of, acquisition of, or access to Data.

"**Data Protection Laws**" means, to the extent applicable to the Processing of Data in accordance with the Agreement and this DPA, all applicable data privacy and data security Laws.

"**Individual**" means an identified or identifiable natural person to whom Personal Information relates under Data Protection Laws.

"**Law**" or "**Laws**" means all applicable international, United States federal, country, state, provincial, regional, territorial, local, and other laws, rules, and regulations (including, but not limited to, Data Protection Laws), ordinances, interpretive letters, and other official releases of or by any authority, decrees, orders, and codes (including any requirements for permits, certificates, approvals, and inspections), as the same are promulgated, supplemented, and/or amended from time to time.

"**Personal Information**" has the meaning set forth in Section 17C of the Agreement, and includes without limitation information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Individual or household, and includes "personal information," "personally identifiable information," and analogous terms under Data Protection Laws.

"**Sensitive Data**" means the following specific types of Personal Information: (i) social security number, passport number, driver's license number, state identification card, or similar identifier; (ii) account log-in, financial account number, debit card or credit card number (in combination with any required security or access code, password or credential allowing access to an account); (iii) information revealing racial or ethnic origin, religious beliefs, genetic data, biometric data, sexual orientation, or citizenship or immigrant status; (iv) a minor's Personal Information; (v) precise geolocation data; or (vi) physical or mental health or medical information.

"**Sub-processor**" means any Processor engaged by Franchisee and approved by Franchisor to (i) provide services, or (ii) act as a sub-contractor for the performance of services or obligations required to be performed by Franchisee, that in either case involves granting access to the third party to Franchisor or Franchisee's network, systems, applications, websites, or sensitive business or Personal Information.

The terms "**Business**", "**Controller**", "**Processing**", "**Processor**", "**Sale**", "**Service Provider**" and "**Supervisory Authority**" and all similar variations thereof, shall have the same meaning assigned to them under Data Protection Laws and shall be construed accordingly. The term "**Controller**" is deemed to include "**Business**" and the term "**Processor**" is deemed to include "**Service Provider**."

2. **Use**. Franchisee may collect, store, access, use, process, maintain, and disclose Personal Information only for the purposes set forth under the Agreement and in accordance with this DPA and any Processing instructions provided by Franchisor. Franchisee may not use, sell or share, or allow others to use, sell, or share, Personal Information for any other purpose without Franchisor's prior, express, written, consent which may be withheld in Franchisor's sole discretion. Franchisee represents and warrants that it complies and will continue to comply with the obligations applicable to it under Data Protection Laws with respect to Personal Information.

3. **Processing Instructions**. To the extent that Franchisee is acting as a Processor of Personal Information on Franchisor's behalf, regardless of whether Franchisee itself is a Controller or Processor with respect to Personal Information, Franchisee shall Process Personal Information pursuant to Franchisor's documented instructions (as may be revised from time to time by Franchisor upon written notice to Franchisee) in accordance with the Agreement and this DPA, or as required by applicable Law, including, but not limited to, Data Protection Laws. Franchisee may disclose Personal Information if made in response to a valid order of a court or authorized agency of government (provided that, if legally permitted, Franchisee gives Franchisor at least ten (10) days' prior written notice so that it may seek a protective order or other relief, if appropriate, which efforts Franchisee will provide reasonable assistance), or as otherwise required under any Data Protection Law. Franchisee will notify Franchisor immediately of any inquiry, claim, or complaint received by Franchisee or any of its third-party agents regarding the collection, possession, use, or disclosure of Personal Information and will cooperate with Franchisee in responding thereto.

4. **Security**. Franchisee shall implement and maintain_appropriate technical and organizational measures to ensure a level of security appropriate to the risk based on the Processing and nature of the Personal Information, as set forth in more detail in Section 17C of the Agreement (the "**Organizational Measures**"). Franchisee shall ensure that any persons authorized to Process Personal Information by Franchisee are bound by the same data protection and confidentiality obligations as required of Franchisee under this DPA and the Agreement, and that such person(s) shall only have access to Personal Information to the extent necessary to perform their job duties. Notwithstanding any other provision herein, at all times, Franchisor has the right to take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Information, including any Processing of Personal Information not authorized by this DPA. Without limiting the foregoing, Franchisee will provide the same level of protection to Personal Information as is required under Data Protection Laws applicable to Franchisor.

5. **Data Breach**. Upon becoming aware of a Data Breach, Franchisee shall, to the extent permitted by Law, notify Franchisor within twenty-four (24) hours of becoming aware of the Data Breach, and shall provide Franchisor information relating to the Data Breach as it becomes known or as reasonably requested by Franchisor so it can comply with its obligations under Data Protection Laws. After becoming aware of a Data Breach, Franchisee will take reasonable steps to contain, investigate, and mitigate the Data Breach including those recommended or required by Franchisor.

6. **PI Requests**. Franchisee shall follow the procedures established by Franchisor in the Manual (which may be amended from time to time) related to PI Requests, including those requests received from any Individual seeking to exercise their rights pursuant to Data Protection Laws. Franchisee shall also provide reasonable assistance to Franchisor (or its third-party Controller) in responding to Individual rights requests under Data Protection Laws that Franchisor receives.

7. **Sub-processors**. Any Sub-processor engaged by Franchisee must be approved in advance by Franchisor. Franchisee shall enter into a written agreement with each approved Sub-processor containing data protection obligations not less protective than those in this DPA and that complies with Data Protection Laws. Franchisee will remain responsible for such Sub-processor's compliance with the obligations of this DPA and for any acts or omissions of such Sub-processor that cause Franchisee to breach any of its obligations under this DPA.

8. **Retention and Return/Destruction of Personal Information**. Except where longer retention is required by applicable Laws, Franchisee shall retain Personal Information only for the period necessary to satisfy the purposes for which it was provided to Franchisee. Upon termination or expiration of the Agreement, or upon request by Franchisor, Franchisee shall return, delete, or destroy (as specified by Franchisor in writing) Personal Information in its possession or control, including, without limitation, Personal Information stored on all databases, mobile devices, electronic removable media, and originals and copies thereof. Personal Information that Franchisee is required to maintain by applicable Laws are excluded from the foregoing requirement, but for only the minimum time period required, and Franchisee shall protect such Personal Information from any further Processing. In all cases, Franchisee shall continue to apply this DPA to such Personal Information for as long as it is retained by Franchisee. Franchisee agrees to certify in writing that it has complied with this section within ten (10) business days of receiving from Franchisor a request that such Personal Information be returned, deleted, or destroyed.

9. **Audit and Assistance**. Franchisee shall make available to Franchisor all information reasonably necessary to demonstrate compliance with this DPA and/or Data Protection Laws, and shall cooperate with any audits, inspections, or assessments conducted by Franchisor (or its authorized representative) or which are required under applicable Laws to assess Franchisee's compliance with this DPA and/or Data Protection Laws. If a material breach of this DPA is identified by the inspector or auditor, Franchisee shall be responsible for remediating all deficiencies within 30 days of notice from Franchisor of such deficiencies. If Franchisee does not remediate the identified deficiencies within thirty (30) days of notice, such failure shall constitute a default under the Agreement.

10. **Indemnification**. Franchisee shall defend, indemnify, and hold Franchisor (including its affiliates and its and their respective officers, directors, employees and agents) harmless from any and all third party (including governmental agency) demands, liabilities, losses, damages, costs, and penalties (including reasonable attorneys' fees) arising out of or related to a Data Breach due to Franchisee's negligence or willful misconduct, or Franchisee's violation of any provision of this DPA.

11. **Severability.** If any provision of this DPA is deemed invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be amended as necessary to make it enforceable while preserving the Parties' intentions as closely as possible or, if this is not possible, then the DPA shall be construed in a manner as if the invalid or unenforceable part had never been contained therein.

12. **Survival.** The provisions of this DPA will survive the expiration or termination of the Agreement for as long as Franchisee or its Sub-contractor is in custody or possession of, or has access to, Personal Information.

13. **Jurisdiction and Governing Law**. The Parties hereby submit to the choice of law and jurisdiction stipulated in the Agreement with respect to any disputes or claims arising under this DPA.

14. **Precedence**. If there is a conflict between the terms of this DPA and the Agreement with respect to the subject matter herein, then the terms of this DPA shall control and prevail.

15. **Changes in Data Protection Laws**. If any amendment to this DPA is deemed necessary by Franchisor due to a change in applicable Data Protection Laws, then Franchisor shall have the right to unilaterally amend this DPA accordingly and provide written notice to Franchisee of such changes. Franchisee must promptly notify Franchisor if Franchisee no longer can protect the Personal Information consistent with applicable Laws.

FRANCHISEE:

Name:
Title:
Address:
Email:

Name:
Title:
Address:
Email:

GODDARD FRANCHISOR LLC
1016 West Ninth Avenue
King of Prussia, PA 19406-3107
notices@goddardsystems.com

By:

Name:

Title:

EXHIBIT C-10

FRANCHISE AGREEMENT
(RENEWAL)

GODDARD FRANCHISOR LLC

FRANCHISE AGREEMENT

(RENEWAL)

FRANCHISE AGREEMENT

(RENEWAL)

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Schedule One Personal Guaranty

GODDARD FRANCHISOR LLC

FRANCHISE AGREEMENT

(RENEWAL)

THIS FRANCHISE AGREEMENT (this "*Agreement*"), made, entered into, and effective on _____________________, 20_____, is between Goddard Franchisor LLC, a Delaware limited liability company, with its principal place of business at 1016 West Ninth Avenue, King of Prussia, Pennsylvania 19406-3107 ("*we*" or "*us*") and the undersigned franchisee(s) ("*you*")

BACKGROUND

A. Each person or entity holding a direct or indirect ownership interest in you, and their respective spouses, is referred to herein as an "*Owner*."

B. We, our affiliates, and our predecessors have expended substantial resources to develop a system (the "*System*") for the establishment, development and operation of preschools ("*Goddard Schools*" or "*Goddard School*") for children, now known as The Goddard School®. The System includes our Confidential Operating Manual (the "*Manual*"), other proprietary information and compilations, proprietary marks, trade dress, design, décor, image, lay-out, know-how, trade secrets, procedures, standards, specifications, equipment, market analysis, procurement of students, sales and merchandising methods, quality assurance standards, training of franchisees and Goddard School personnel, marketing techniques, record keeping and business management which may be changed, improved and further developed by us from time to time.

C. We grant franchises to qualified persons or entities to use the System, including our service mark, "***The Goddard School®***" and other identifying marks and symbols that we use now or may later use as part of the System (the "*Proprietary Marks*"). We intend to further develop and use the Proprietary Marks to identify our services and our standards of quality and service to the public.

D. [We] [Our predecessor Goddard Systems, LLC (f/k/a Goddard Systems, Inc.) ("GSL")] and you are parties to a Franchise Agreement dated [___________________] (the "*Prior Franchise Agreement*") under which you were granted the right and undertook the obligation to operate The Goddard School® business at the location stated in Section 1A and under which each of your Owners agreed to guarantee your obligations under the Prior Franchise Agreement and to be personally bound, jointly and severally, by all provisions of the Prior Franchise Agreement (referred to collectively as the "*Prior Personal Guaranty*").

E. The term of the Prior Franchise Agreement is expiring, and in compliance with terms and conditions of the Prior Franchise Agreement, we and you wish to enter into this Agreement, which is a renewal Franchise Agreement that replaces and supersedes the Prior Franchise Agreement. In satisfaction of a condition of renewal of the Prior Franchise Agreement and of our entering into this Agreement, you and your Owners must grant us a general release.

F. By signing this Agreement, you acknowledge the importance of our quality and service standards and agree to operate the Goddard School in accordance with those standards and as described in the System. You also acknowledge that adhering to the terms of this Agreement and implementing the System as we direct are essential to the operation of the Goddard School, to the System and to all our franchisees.

G. **WE AND YOU HAVE AGREED TO WAIVE PUNITIVE OR EXEMPLARY OR CONSEQUENTIAL DAMAGES AS PROVIDED IN SECTION 23G. WE AND YOU HAVE ALSO AGREED TO WAIVE ANY RIGHT TO TRIAL BY JURY, AS PROVIDED IN SECTION 23H. YOU HAVE AGREED TO WAIVE ANY RIGHT TO PURSUE ANY CLASS CLAIMS, AS PROVIDED IN SECTION 23I.**

AGREEMENT

The parties, in consideration of the undertakings and commitments of each party to the other party set forth in this Agreement, hereby mutually agree as follows:

1. **APPOINTMENT**.

A. We hereby grant to you, upon the terms and conditions of this Agreement, the right and franchise to operate one Goddard School, and to use solely in connection therewith the System, as it may be changed, improved and further developed from time to time and the Proprietary Marks, at the following location (the "*School*"):

____

____

____

____

You accept this grant and agree to use your best efforts to develop and fully exploit the business potential of the School utilizing the System and the Proprietary Marks. In this Agreement, except where distinctions are specifically noted or the context may require, references to the "School" include the School you develop at the location stated above (or any location to which the School may be relocated in accordance with this Agreement), and if applicable, together with any approved Annex (as defined in Section 1D) that you develop in accordance with this Agreement associated with the School you develop at the location stated above (or any location to which the School may be relocated) (sometimes referred to as the "associated School" with regard to an Annex). You may not relocate the School except with our prior written consent.

B. Provided you are in compliance with this Agreement, we will not during the term of this Agreement establish, or license any other franchisee to establish, more than one Goddard School under the System for each 10,000 households in the county in which the School is located. Any Annex that we may authorize to operate in association with any Goddard School pursuant to our guidelines that we set in the Manual or otherwise in writing will not count as a separate Goddard School for the purpose of determining the number of Goddard Schools in the county, but together with its associated Goddard School, will count as one Goddard School.

C. Except as specifically stated in Section 1B above, you acknowledge and agree that this franchise is nonexclusive and that we and/or our affiliates, subsidiaries, or other franchisees or licensees may compete with you for customers within and outside of the county described above. We and our affiliates retain the rights, among others, without granting any rights to you, to sell and license others to sell services and products authorized to be offered by Goddard Schools or businesses operated under any other names and trademarks, directly or indirectly, at retail or wholesale, through similar or dissimilar channels of distribution, on terms we consider appropriate, regardless of their proximity to the School or whether they compete with you. The alternative channels of distribution for services include, for example, sales of services in separate areas or concession departments set aside for the School within other retail establishments or business, co-branding relationships, catalog business or via the Internet and any similar outlets or distribution methods we determine. We do not grant you any rights to distribute products or services through alternate channels of distribution, and you will have no right to share, nor should you expect to share, in any of the proceeds we and/or our affiliates or franchisees or licensees or any other party receives in connection with the alternate channels of distribution. For purposes of this Agreement, an "affiliate" of a person means, with regard to a business entity, an entity that is controlled by that business entity or is under common control with that business entity.

D. We may allow you to operate an annex to the associated School with our prior written approval ("Annex") which we may grant or withhold in our sole business judgment, whether attached or free-standing, in connection with the original construction or later as an expansion of the associated School, and subject to the terms of this Agreement. An Annex to the associated School must meet our then current criteria for the proximity of an Annex to the associated School as provided in the Manual or otherwise in writing. We must approve all programming for the Annex in advance in writing. Any approved Annex developed under this Agreement will be governed under this Agreement and not under separate franchise agreements. Approval of any Annex will be evidenced in an amendment to this Agreement designating the location of the Annex (the "Annex Amendment"). We may instead of allowing you to add an Annex by amendment to this Agreement, in our sole business judgment, require that you enter into our then-current form of the Franchise Agreement (or the then-current form of the Franchise Agreement (Renewal) for the remaining term of this Agreement, together with the applicable Annex Amendment. If the location of the Annex is not identified at the time we and you enter into the Annex Amendment, the location will be selected and approved under the terms of this Agreement and the applicable Annex Amendment and then designated by an amendment to the applicable Annex Amendment. You may not relocate any Annex except with our prior written consent.

E. This Agreement replaces and supersedes the Prior Franchise Agreement which we and you acknowledge and agree has expired. All rights and obligations between you, us and your Owners arising from or related to the Prior Franchise Agreement and the Prior Personal Guaranty are terminated except those rights and obligations which expressly or by implication are intended to survive the termination of the Prior Franchise Agreement and/or the Prior Personal Guaranty. Before execution of this Agreement, you and your Owners shall pay to us all fees or charges due under the Prior Franchise Agreement and any other agreements between you, your Owners and us.

2. **TERM AND RENEWAL**.

A. The term of this Agreement and franchise shall run for five years from the date of this Agreement. We and you may provide in the Annex Amendment that the term of operation of any Annex may be for less than the full remaining term of this Agreement as long as you operate the associated School at all times during the full term of this Agreement. If we and you agree to limit the term of operation of any approved Annex, you will enter into a lease or other occupancy agreement for the Annex for the reduced term. Your right to operate any Annex will terminate or expire when this Agreement terminates or expires (or earlier if provided in the Annex Amendment).

B. You may renew this franchise for additional periods of five years each, provided that you:

(1) give us written notice of your intent to renew at least six but no more than 12 calendar months before the expiration of the initial or current renewal term;

(2) have substantially complied with this Agreement throughout the term and any renewal term and must not be in breach of any provision of this Agreement or any other agreement between you and us or any of our subsidiaries or affiliates;

(3) have the right, through ownership or lease, to occupy the premises of the School, including any approved Annex unless otherwise agreed), for the length of the renewal term;

(4) provide us with a copy of the lease agreement that will be in effect for the School during the renewal term;

(5) complete any training we require;

(6) pay us a renewal license fee of $10,000 when you provide written notice of your intent to renew to cover the background check expense for up to two people and our reasonable administrative and other costs; the renewal license fee, when paid, shall be deemed fully earned and non-refundable;

(7) pay us our then-current background check fee for any people above the two persons whose background check expense is covered by the renewal license fee, and your background check results for all persons are satisfactory to us; our current background check fee is described in Section 4A(3)

(8) have complied to our satisfaction with all obligations to maintain the School in first class condition and repair and in compliance with the System, including obligations to remodel, refurbish and improve the School as required by this Agreement to conform to our then-current standards and trade dress;

(9) unless otherwise agreed by you and us, sign our then-current form of rider to lease and collateral assignment or option to lease agreement and right of first refusal, as appropriate, including with regard to any approved Annex, unless a prior version of such agreement has already been signed, remains in effect and applies during the renewal term and permits us to retain rights under the lease that we had during the current renewal term to occupy the School premises that we deem then satisfactory in our sole business judgment;

(10) sign a general release, in a form satisfactory to us, of us and our subsidiaries and affiliates and our/their respective officers, directors, managers, members, shareholders, partners and employees in our/their corporate and individual capacities; and

(11) sign our then-current form of franchise agreement (limited to the renewal term), which agreement shall supersede in all respects this Agreement, and the terms of which may differ from the terms of this Agreement including a higher percentage royalty fee and marketing fee. If we then only enter into franchise agreements with individuals and not business entities, the Owners must enter into the renewal franchise agreement individually and must then assign the renewal franchise agreement to you (if you are an entity) or a successor entity.

3. **OUR SERVICES**.

A. We and you acknowledge that this Agreement is a renewal Franchise Agreement, the School has been open and in operation and you have previously completed an initial training program to our satisfaction. We shall not be obligated to provide an initial training program to you including in connection with the addition of any Annex to this Agreement. We may provide and require you to attend and satisfactorily complete a refresher training program as a condition of the renewal, either before or after the effective date of this Agreement. Up to two Owners may attend our training at your request or pursuant to our requirement; no additional fee shall be payable for training we provide under this Section 3A and Section 6E to such Owners but we may charge an additional fee for any additional individuals who attend training. You must pay for the expenses of all individuals during training, including the cost of food, all transportation and lodging costs for any in-person training portion. We shall also make available any other training programs as we deem appropriate. All training shall be at the times and places we designate or delivered via our online learning management system, Internet, webinar or other form of electronic communication. We may, in our sole business judgment, require additional training. You shall bear any transportation and lodging expenses for any in-person training and all other expenses incurred during any other training programs and any additional training, including the cost of food, for all individuals attending.

B. We and you acknowledge that this Agreement is a renewal Franchise Agreement, the School has been open and in operation, and as a result, we shall not be obligated to provide for opening promotion, brand development, public relations, and initial marketing of the School.

C. We shall provide initial and continuing advisory assistance in the operation of the School as we deem appropriate.

D. We shall provide you with a set of specifications as to the types and quantities of supplies and equipment necessary for operation of the School and specifications for signs.

E. You acknowledge we have previously made available to you our Manual, as described in Section 8 below, and we shall continue to make the Manual available to you during the term of this Agreement.

F. We shall use commercially reasonable efforts to ensure that the School maintains high standards of quality, appearance, professionalism and service of the System and, to that end, shall conduct periodic inspections of the School as we deem advisable.

G. We shall administer the marketing funds paid by you under this Agreement as described in Section 5B below.

H. We shall provide assistance and help support with school specific and local marketing efforts and management of leads using tracking systems we deem appropriate in our business judgment. Our support may be primarily by telephone or electronic communication, including email.

I. If you participate in the Real Estate Support Program (as defined in Section 6A) in connection with any relocation, expansion, material alteration of the School or otherwise, we or our affiliate, Goddard Real Estate Development Company, LLC ("Goddard Development Company"), may also: (i) identify and evaluate potential sites and a third-party real estate developer for your School (the "Real Estate Developer") and present site approval materials and proposed Real Estate Developers to you for your review (ii) prepare and coordinate the negotiation of the Real Estate Documents (as defined in Section 11G); (iii) coordinate pre-construction and construction activities through the Real Estate Developer and an approved third-party project management provider and monitor progress toward key development milestones; and (iv) set standards for the development process, including required use of approved or designated vendors.

4. **FEES**.

A. You agree to pay us:

(1) We and you acknowledge that this Agreement is a renewal Franchise Agreement, and as a result, a renewal license fee in the amount of $10,000 shall be due and payable upon your signing of this Agreement to the extent not previously paid. The renewal license fee, when paid, shall be deemed fully earned and non-refundable. The renewal license fee will cover the background check expense for up to two people and our reasonable administrative and other costs.

(2) We and you acknowledge that this Agreement is a renewal Franchise Agreement, and as a result, no initial training and opening support fee shall be due and payable in connection with the School as a result of the execution of this Agreement.

(3) To the extent not previously paid in connection with this renewal Franchise Agreement, if more than two people are signing this Agreement or you have more than two Owners (as applicable), you must pay us a background check fee for the persons above two whose background check cost is not covered in the renewal license fee. As of the date of this Agreement, the background check fee is $1,500 per person. If we request additional background checks during the term of this Agreement pursuant to Section 2B(6) (renewal) (and not covered by payment of the renewal license fee), this Section 4A(3), Section 6U (deemed desirable, including in connection with the development of an Annex), Section 10G (new spouse), Section 12B(5) (transfer), or Section 12J (add-on individual franchisees), you shall pay us a background check fee upon demand for each such background check, except for a background check we conduct under Section 6U if the background check is within five years of the last check on the individual (and not related to development of an Annex, a renewal, addition of a new spouse, or a transfer). We shall not refund any portion of the background check fee or any amount collected and deemed covering the cost for a background check for up to two persons in connection with a renewal license fee or franchisee add-on fee.

(4) We and you acknowledge that this Agreement is a renewal Franchise Agreement, and as a result, no initial site development fee shall be due and payable in connection with the School as a result of the execution of this Agreement. We may charge you a reasonable fee, up to the amount of our then-current site development fee for our services in connection with any relocation, expansion, Annex and/or material alterations of the School payable upon your receipt of the Opening Invoice for the Annex or upon our request with respect to the School or the Annex.

(5) We and you acknowledge that this Agreement is a renewal Franchise Agreement, and as a result, no initial project management fee shall be due and payable in connection with the School as a result of the execution of this Agreement. We may charge you a reasonable fee, up to the amount of our then-current project management fee for our real estate support services in connection with any relocation, expansion, and/or material alterations of the School payable upon our request.

(6) A continuing monthly royalty fee during the term of this Agreement in an amount equal to 7% of all revenue earned for all services or products of any nature rendered or sold at or from or as a result of the School ("*Gross Receipts*"). The revenues of any approved Annex are included in Gross Receipts.

(7) For the avoidance of doubt, no initial fee is payable for the approval of an Annex.

B. All monthly royalty fees and TGS Marketing Fund continuing marketing fees (described in Section 5 below) shall be payable monthly on the third business day of each month on Gross Receipts for the preceding month. We will electronically withdraw the payment on or after the third business day of any month. If you fail to report your Gross Receipts on a timely basis, we may estimate your Gross Receipts and withdraw from your operating account the amounts estimated to be due to us for the royalty fee, TGS Marketing Fund continuing marketing fees and any bank fees. Once you have submitted the Gross Receipts report, any overpayments from the estimated amount will be forwarded to you or credited to your account less any bank fees; if the estimated amount was an underpayment, you shall immediately pay the remaining amount due, with interest and any bank fees.

C. Any late payment under this Agreement or any other agreement with us or our affiliates shall bear interest compounded monthly from the due date until paid at 1.5% per month or the maximum legal interest rate, whichever is lower. Entitlement to interest shall be in addition to any other remedies we or our affiliates or subsidiaries may have.

D. You shall make timely payments of all obligations related to the School to suppliers, vendors, lenders or lessors and any other indebtedness incurred by you in operating the School. If we pay any expense on your behalf you shall reimburse us promptly. Failure to comply with this Section 4D shall be a default of this Agreement.

E. You shall promptly pay when due all taxes levied or assessed by any tax authority. Failure to do so shall be a default of this Agreement. You shall be responsible for any sales tax, use tax, gross receipts tax, excise tax or other similar tax (collectively "Sales Tax") imposed by law on all payments you make to us or our affiliates under this Agreement or otherwise, in connection with the School, whether assessed on you or on us or our affiliate. We and our affiliates may collect some of the Sales Tax from you for transmittal to the taxing authority on your behalf. You will reimburse us and our affiliates for any Sales Tax we or our affiliate pay directly to any taxing authority on your behalf in connection with the School. You are responsible for any Sales Taxes that we do not collect and/or remit on your behalf.

F. We may charge a fee for use of our proprietary software (currently called Franchise Management System (FMS)). We may charge a reasonable systems fee for use of our computer systems that we may provide or require you to use, for modifications, enhancements and installations made to our computer systems (including all hardware, software, Saas (Software as a Service) and firmware, and network infrastructure, including a router and firewall) (network infrastructure, including a router and firewall are sometimes separately referred to as "IT Security"), network equipment / wireless access point devices, and telephone systems including telecommunications infrastructure products and support services) and our proprietary software. We may also charge a reasonable fee on an individual franchisee basis for other information technology maintenance and support services we may provide that we determine, in our sole business judgment, are in excess of the general level of services we then provide to franchisees. These fees will be payable within 30 days following your receipt of notice of the fee and we may withdraw the amount from your operating account pursuant to your pre-authorized draft forms as provided in Section 4G.

G. You shall maintain one operating account to make all payments required by this Agreement. At our request, you will sign and deliver to us appropriate pre-authorized draft forms to establish a bank draft arrangement for the operating account with respect to any amounts due to us under this Agreement and make sufficient funds available in the operating account no later than the due date for any required payments. You agree to advise us at least 20 days in advance of any change in your bank, financial institution or account and you will not make any change without first obtaining our written consent and signing new draft forms with us. You shall pay us the greater of $30 or the amount of any returned, stop payment or insufficient funds fees or any similar or related fees charged by any financial institutions or any electronic funds transfer network or ACH for an unsuccessful or late payment and any replacement payment. You acknowledge and agree that this Section is intended to serve as your authorization for us to withdraw payment of any amounts due to us under this Agreement under any type of electronic funds transfer or wire transfer process. Notwithstanding the foregoing, we shall have the right, in our sole business judgment, to require you to pay any amounts due to us under this Agreement by means other than bank drafts, and you agree to comply with our payment instructions.

H. You shall not withhold any payments on any grounds, including allegations of our non-performance.

5. **MARKETING AND PROMOTION**.

Recognizing the value of marketing and promotion, and the importance of the standardization of marketing and promotion programs to the furtherance of the goodwill and public image of the System, the parties agree as follows:

A. We and you acknowledge that this Agreement is a renewal Franchise Agreement, the School has been open and in operation, and as a result, we shall not be obligated to provide for opening promotion, brand development, public relations, and initial marketing of the School, and as a result no initial marketing fee shall be due and payable in connection with the School as a result of the execution of this Agreement.

B. You will pay us a continuing monthly marketing fee for the national marketing fund for The Goddard School brand, which is called TGS Marketing Fund (the "TGS Marketing Fund" or the "Fund") in the amount of 4% of Gross Receipts of the School, including the Gross Receipts derived from any Annex. We may assess a continuing monthly marketing fee in a lesser amount than the amount we have the right to assess if we determine, in our sole business judgment, that the lesser amount will purchase an appropriate level of marketing for the brand or the TGS Marketing Fund, provided that assessment of a lesser amount does not constitute a waiver of our right to assess the full amount authorized under this Section 5B. Unless required by applicable law, we will have no obligation to create a trust account, escrow account, or other special account for the TGS Marketing Fund, and the monies comprising the TGS Marketing Fund may be placed in our general account(s) if we desire. No fiduciary duty is created by the existence of the TGS Marketing Fund. We intend the TGS Marketing Fund to be of perpetual duration, but we maintain the right to terminate the TGS Marketing Fund or to create new accounts or merge accounts. We will not terminate the TGS Marketing Fund until all money in the TGS Marketing Fund has been expended for marketing, promotion or other appropriate purposes or returned to contributors on the basis of their respective fees.

All monthly marketing fees shall be payable at the same time as the monthly royalty fee as provided in Section 4B above. We may designate an affiliate to administer the TGS Marketing Fund and/or marketing and promotional programs for us, and may transfer to our affiliate all or a portion of the marketing fees paid by you, and we may direct you to pay all or a portion of your monthly marketing fees directly to our affiliate. We or our affiliate will direct all marketing, promotion or other appropriate uses to be undertaken through the use of the TGS Marketing Fund in our or our affiliate's sole business judgment. We or our affiliate will have control over all creative concepts, materials and media used in all programs and the placement and allocation of all programs. Neither we nor our affiliate has an obligation to spend any or all of the marketing fees within the period or the year collected. We may use the fees for marketing for future time periods, or to reimburse us or our affiliate for expenses incurred before collection of the marketing fees from you or other franchisees. Marketing fees are non-refundable. We or our affiliate may receive and retain discounts or commissions from the placement of marketing. We may estimate your Gross Receipts and collect estimated continuing marketing fees if you fail to report your Gross Receipts on a timely basis, as provided in Section 4B.

You acknowledge our right to pay from the marketing fees collected all costs and expenses related to the formulation, development, production, media and all other costs of marketing and promoting The Goddard School® brand including operating expenses and the proportionate compensation of our and our affiliates' employees who devote time and render services in the conduct, formulation, development and production of marketing and promotion programs or who administer these funds. These marketing and promotion costs and expenses may include website development and costs, web-based marketing development, intranet development and costs, reputation management, marketing automation tools, email marketing, public relations, digital and non-digital media vehicles, content management software, licensed content and imagery, SEO software, agency fees, toll-free school locator costs, fees for consultants to assist with strategy development, research, general marketing and system projects, and costs and fees related to the research and development of potential products and services, materials and other services intended to promote The Goddard School® brand or increase School enrollment such as surveys, mystery shops, teacher recruitment and retention, and other activities intended to promote the goodwill of the brand or System. You further acknowledge that marketing fees payable under this Agreement will not be used to pay for your print and online business listings advertisements or the costs of any services that you engage directly and that we or our affiliate do not provide, for example, social media placement firms (see Sections 5C, 5D and 5E below). We will spend all marketing fees for media and advertising as described in this Agreement on a national, regional and/or local basis. We reserve the right to include a message or statement in any marketing indicating that franchises are available for purchase and related information. You agree that marketing and promotion conducted by us is intended to maximize general public recognition and patronage of Goddard Schools in the manner that we determine in our sole business judgment to be most effective. Therefore, we undertake no obligation to develop, implement or administer the marketing programs to ensure that the School will benefit directly or in proportion to the amount you contribute from the placement of marketing. We do not have to spend any amount on advertising in the area or territory where the School is located. If you request in writing, we will provide an annual statement of receipts and disbursements of the TGS Marketing Fund. The TGS Marketing Fund receipts and disbursements are not subject to audit. You may have to purchase marketing materials produced by the TGS Marketing Fund or by us or our affiliates; we, our affiliates or the TGS Marketing Fund may make a profit on the sale.

C. You acknowledge the need to market and promote your business on a local basis in accordance with our then current guidelines and standards, which are in the Manual. Accordingly, you agree to execute school specific marketing and advertising, however the payment of these services are your sole responsibility. You agree that your obligation to execute school specific marketing and advertising under this Agreement is not diminished notwithstanding the actual amount of expenditures by other franchisees of ours, or of default of this obligation by any other franchisees. We may designate one or more marketing agencies and/or other suppliers for all national, regional and local marketing and you must engage the designated agencies and/or other suppliers for local marketing if we do so.

D. We will secure the telephone number and listing for the School including any approved Annex. Either we or you will own the telephone number depending on the telephone service you choose. Typically we will own the telephone number in the case of a landline, but you will own the telephone number in the case of VOIP (Voice Over Internet Protocol) telephone service and certain other telephone service options. You shall notify us in writing of all telephone numbers and telephone service providers used by the School, including any approved Annex, and you shall promptly notify us in writing of any change or addition of telephone numbers and telephone service providers for the School. At your request, we will consider and may, in our sole business judgment, contract for any changes for telephone service providers of the School if we own the telephone number. We shall have the right to control all business listings advertising, including any Internet based advertising. We shall determine, in our sole business judgment, the size of display advertisements and the type of advertisements to be placed in all business listings advertisements. You agree to pay the telephone company directly for all telephone numbers you own or use. You also agree to reimburse us upon your receipt of an invoice from us, for all telephone bills we may pay with respect to telephone service and telephone number(s) used by the School (whether or not you own the telephone number(s) or have direct responsibility to the telephone company.) We will place all print and online business listings advertising for you and other franchisees of the System.

E. All marketing and promotion by you of any type shall be conducted in a dignified manner and shall conform to the standards and requirements we prescribe. You shall submit to us, for our approval, samples and descriptions of all marketing and promotional plans, webpages, electronic content, emails, signs, materials and methods of delivery that you desire to use and that have not been prepared or previously approved by us. You shall not use any marketing or promotional plans, webpages, electronic content, emails, materials or methods of delivery or posting unless and until approval has been obtained from us, and you shall not use any marketing or promotional program that was approved by us more than 12 months before your planned date of publication, posting, delivery or use, without first receiving our written approval to use or publish those materials. At our request, you will include a message or statement in any advertisement, including any signs you purchase at your expense, indicating that franchises are available for purchase and related information.

F. You shall not develop, own or operate any website, webpage, domain name, email address or other identification of the School using the Proprietary Marks or otherwise referring to the School without our prior written consent, which we are not obligated to provide. The restrictions on your marketing in Section 5E and this Section 5F include any electronic medium for communication, including websites, webpages, email, texting, blogs and social networking sites.

G. The telephone numbers we secured and provide to you, or that you secure and own and identify to us in written notice, shall be the only telephone numbers used in all marketing in any medium, including any toll-free line. You shall not own any toll-free lines without our written approval.

H. In an effort to maximize the efficiency of marketing and promotions, we may, from time to time, purchase marketing or otherwise advance funds on your behalf in advance of your initial marketing fee or otherwise. We shall be entitled to full reimbursement from you of any funds we advanced for your benefit. Reimbursement shall occur upon our request. In addition, if the Franchise Agreement is terminated, expires or is transferred before we have been fully reimbursed for any advanced funds, you must immediately reimburse us any outstanding amounts due under this Section 5H.

6. **DUTIES OF FRANCHISEE**.

A. You are required, at your expense, to purchase or lease a suitable location which we have approved for the operation of the School, including any approved Annex. Our affiliate, Goddard Development Company, offers a structured real estate development support program (the “Real Estate Support Program”) intended to support you in the identification, development, and opening of the School at an approved location. To the extent that you need to develop, renovate, relocate, and/or construct the School, you must participate in the Real Estate Support Program, unless we approve an exception in writing;

provided, however, that as of the effective date of this Agreement, the Real Estate Support Program does not apply to any Annex. Any exception may be subject to conditions we determine, may be revoked if circumstances change, and does not create any ongoing or future entitlement to future exceptions for other Goddard Schools that you, your affiliate(s), or any other individuals or entities develop. If we grant an exception for one franchisee or site, we are not required to grant an exception for any other franchisee or site. Your participation in the Real Estate Support Program does not assure that a School will open within any particular timeframe or at any specific cost.

Under the Real Estate Support Program, a third-party Real Estate Developer that we or Goddard Development Company approve will be responsible for acquiring the site, financing and managing construction, and leasing the completed site to you. The Real Estate Developer will not be our affiliate and will not act on our or any of our affiliates' behalf. Neither we nor Goddard Development Company guarantee the Real Estate Developer's performance, financial condition, or ability to complete construction or deliver the site. You should independently evaluate the Real Estate Developer and the terms of any transaction before proceeding.

B. Before signing any lease or purchase agreement, you must obtain our approval of the lease or purchase agreement. The term of the lease must be at least the full term of this Agreement, five (5) years (which may include option terms), and coterminous with the effective and expiration dates of this Agreement. If we require you to sign our then-current form of option to lease agreement and right of first refusal, we shall have the right (but not the obligation) to record our then-current form of memorandum of the option to lease agreement and right of first refusal in the real estate records applicable to the School's location. We will not unreasonably withhold our approval of a lease or purchase agreement, but you agree to the following provisions, which we may require be stated in the lease:

(1) the premises shall be used only as The Goddard School;

(2) no part of the premises may be assigned or subleased except as part of a sale of the School approved by us;

(3) we shall have the right to enter the premises to inspect and make any modifications we deem necessary to protect the Proprietary Marks;

(4) we shall have the right to receive an assignment of the lease on termination of the Franchise Agreement; and

(5) you shall not make any changes to the building or premises without our consent.

If you lease your School premises, including any approved Annex, you will sign a rider to your lease and collateral assignment in a form we require to secure your obligations to us under the terms of the Franchise Agreement, and you will obtain the landlord's consent to the assignment, also in a form we require. In addition, if you lease your School premises, including any approved Annex, the individuals or affiliated business entity on the lease must be the same as the individuals or entity that is the franchisee under this Agreement.

If you participate in the Real Estate Support Program, Goddard Development Company will provide real estate-related administrative coordination and oversight functions, which may include: (i) preliminary identification and evaluation of potential sites for your School; (ii) presentation of site approval materials to you and the Real Estate Developer; (iii) preparation and negotiation of certain documents using approved forms and required provisions, including letters of intent, real estate purchase agreements, assignments, leases, and/or project management agreements, which will be executed by the Real Estate Developer, assigned to the Real Estate Developer, or presented to you for review and execution, as applicable; (iv) coordination of pre-construction and construction activities through the Real Estate Developer and/or an approved third-party project management provider; (v) monitoring progress toward key development milestones; and (vi) setting standards for the development process (including required use of approved or designated architects, sign vendors, permit expeditors and general contractors). We and Goddard Development Company retain the right to determine the sequencing, timing, scope, and manner in which these support services are provided, and certain services may be performed concurrently or not at all depending on project circumstances.

Goddard Development Company's role under the Real Estate Support Program is limited to coordination, standard-setting, and monitoring progress. Your participation in the Real Estate Support Program does not transfer ownership, financial responsibility, or ultimate decision-making authority for your School to us or Goddard Development Company. You remain solely responsible for (i) securing all financing for your School; (ii) entering into and performing under the lease, loan documents, the project management agreement, and all other development agreements and construction contracts; (iii) compliance with all applicable laws and regulations; and (iv) all risks associated with site development, renovation, and construction, including the Real Estate Developer's performance. Neither we nor Goddard Development Company provide legal, financial, real estate brokerage, engineering, architectural, or investment advice. You must retain your own independent legal counsel and financial advisors to review and advise you regarding all leases, loan documents, and development agreements before execution. You will be actively involved in all phases of real estate development, review required materials and information to make informed decisions, and make all decisions based on your own judgment after consultation with your independent legal and financial advisers.

Under the Real Estate Support Program, you will review the site approval package and participate in lease negotiations, and you must approve and accept the final lease before execution. You will execute the lease directly with the Real Estate Developer and you will also enter into the project management agreement described in this Section 6A. You are not required to proceed with any site, lease or Real Estate Developer presented through the Real Estate Support Program. You may decline to proceed if the terms are unacceptable to you. Our and Goddard Development Company's involvement in site and lease coordination is intended solely to facilitate efficiency in the development process and should not be relied upon as a substitute for your independent legal or financial review. If you choose to proceed, you will do so in your own judgment based on advice from your independent legal and financial advisers.

If you participate in the Real Estate Support Program, you must use architects, FF&E (furniture, fixtures, and equipment) vendors, permit expeditors, sign vendors, playground vendors, and a third-party project manager that we designate or approve. You must develop your School using our standardized prototype building plans. Custom designs are not permitted without our prior written approval. You agree to adhere to and comply with our and Goddard Development Company's processes and requirements under the Real Estate Support Program. You shall cause the Real Estate Developer to follow all of our and Goddard Development Company's policies, including use of our approved or designated third-party pre-construction vendors, inclusion of our approved general contractors in the bidding process, and adherence to our standardized School prototype.

Under the Real Estate Support Program, you must enter into a project management agreement under which we, our affiliate, and/or a designated third-party project management provider coordinates certain pre-construction and construction-related activities. Such coordination may include facilitating communication among vendors, monitoring schedules, administering approved change orders within defined limits, and reporting progress. This coordination role does not eliminate your or the Real Estate Developer's responsibility for construction quality, budgeting decisions, cost overruns, permitting delays, safety conditions, or compliance with applicable laws. Construction and development inherently involve risks, including delays, defects, cost increases, and third-party claims, all of which remain your responsibility. Neither we, Goddard Development Company, nor any of our other affiliates guarantee that a suitable site will be identified through the Real Estate Support Program, that a Real Estate Developer will be available or willing to develop a particular site, that financing or permits will be obtained, that construction will be completed within any estimated timeframe, or that the cost of development will not exceed estimates. All schedules, budgets, and timelines are estimates only and may be affected by factors beyond our, Goddard Development Company's or the Real Estate Developer's control.

If you or a business entity affiliated with you purchases the site for the School, including any Annex, in addition to items 1, 2, 3 and 5 above of this Section 6A, you or the affiliated entity shall sign our Option to Lease Agreement and Right of First Refusal, which gives us the option to lease the premises on termination of this Agreement and a right of first refusal if you sell any interest in the property during the term of the Franchise Agreement. You shall notify us immediately of any change in ownership of the premises of the School during the term of this Agreement, and you shall notify us before the acquisition of the premises by you or a business entity affiliated with you. If you initially lease the premises and then you or a business entity affiliated with you acquires the School premises during the term of this Agreement, you or the entity must sign our then-current Option to Lease Agreement and Right of First Refusal when you acquire the premises. Any entity or individual that owns the School premises must be a separate individual or entity from the individual or entity that is the franchisee under the Franchise Agreement (as applicable), and you must submit to us for our prior review a lease between you and the individual or entity that owns the property.

You shall submit to us for prior approval all construction plans, site plans and blueprints for each location we approve, including any proposed sites for relocation of the School, including any Annex, and any Annex, or expansion or material alterations of the premises or playgrounds of the School, including any Annex. We will provide prototypes of building plans and you will need to hire an architect and engineer.

Subject to the requirements under the Real Estate Support Program (if you are required to participate therein), we may, in our sole business judgment, require you to engage and pay third party design/build professionals we designate or if we do not designate design/build professionals you must use, we, in our sole business judgment, may require you to engage and pay a third party construction manager we designate or approve for construction management services in connection with the development and construction of the School, any Annex, or other construction project. The services of a qualified, licensed architect and engineer, who we have approved or designated for use by our franchisees, will be required to adapt our prototype building plans and specifications for the remodeling or finish-out of the School. If the School is your first The Goddard School® franchise, you must use an architect designated by us. If you fail to use our designated architect, in addition to our other rights and remedies, we will charge you a $2,500 fee to review your architect's building plans and specifications. You may not commence construction without our prior approval of the proposed building plans and specifications. We may from time to time develop or approve variations with respect to our prototype locations and plans although we have no obligation to do so. If the current prototype building plans have never been used in the state in which the School will be located, or the School will be located in a retro-fit building, you may have to pay additional fees to the architect and engineer to bring the prototype into compliance with state-specific requirements. In addition, you must submit to us for our prior approval any bids you receive for any construction activity related to the School. You must not approve any construction bids without our prior approval. We may condition our approval of any expansion, Annex, and material alterations on your obtaining certain insurance coverage before beginning construction, or on other terms. During construction, you shall obtain our approval on all change orders and material modifications to the approved plans. If you enter into a contract with third party design/build professionals, developer or contractor for the construction or expansion of the School, including any Annex, the contract shall contain a substantial completion date, and you shall submit a copy of the contract for our files. You agree to adhere to and comply with our site selection, site development and construction processes including securing the adherence to these processes by your developer and/or contractor(s).

Any expansion, Annex, and material alterations of the School premises or playgrounds (including material alterations to any Annex) shall become part of the School premises for all purposes under this Agreement, including without limitation (i) the requirements under this Section 6A, including but not limited to the requirement that the premises shall be used only as The Goddard School, and (ii) the Gross

Receipts reporting requirements under Section 10B and continuing monthly royalty and continuing monthly marketing fee payment obligations under Section 4A(6) and Section 5B respectively. No additional initial license fee, initial training and opening support fee or initial marketing fee shall be payable solely in connection with any expansion, Annex or material alteration pursuant to Sections 4A(1), 4A(2) or 5A, but a background check fee pursuant to Section 4A(3) may be payable in connection with the development of an Annex. For the purposes of the accounting and records requirements of Section 10, any expansion, Annex, or material alteration will have a computer system, including all hardware, software, Saas (Software as a Service) and firmware and IT Security, network equipment / wireless access point devices, and a telephone system, including network and telecommunications infrastructure products and support services, on the premises, but they will be integrated with and not separate from the computer system and IT Security and network equipment / wireless access point devices installed at the associated School, but we may require that you be able to identify Gross Receipts and costs associated with any Annex and that you have a separate telephone number for any Annex. We may charge you a reasonable fee, up to the amount of our then-current site development fee, for our services in connection with any relocation, expansion, Annex and material alterations of the School, including any Annex.

C. You shall develop the School, including any approved Annex, in the manner prescribed by us for Goddard Schools, including the implementation of the System, and shall use in the development and operation of the School only those approved suppliers we designate or those brands and types of equipment and supplies which meet our standards and specifications. Our approval or designation of a brand or type of equipment or supplies or our approval or designation of a vendor or supplier does not constitute our guaranty or warranty of the equipment or supplies or of the vendor or supplier. We may designate an approved sole supplier or approved sole suppliers, including ourselves and our affiliates, for any one or more items, and you will have to purchase (at then-current prices) from them or us. We may require you to sign separate agreements with suppliers that we designate or approve for the purchase of certain products or services. We may share with suppliers certain information about you and your ability to pay for the costs associated with opening the School, including commitment letters from your lender(s) and/or similar documentation. Your lender(s) must each sign a notification agreement in a form prescribed by us to ensure that we are promptly notified if you default on any loan. We require that you purchase certain products and services from our approved suppliers directly or through design/build professionals we designate. We may obtain revenue from you and make a profit. We may receive fees and other payments from suppliers and others in connection with your purchases and we may use the fees for our own purposes. If we offer to issue purchase orders to you which we will submit to approved suppliers on your behalf for you to purchase from third parties, you shall sign and return our then-current form of purchase orders at the time you place your order for items you choose to buy through purchase orders we issue. The purchase orders you will sign may differ from the sample purchase orders attached to our disclosure document.

D. You must investigate, keep informed of and strictly comply, at your expense, with all applicable local, state, and federal laws, rules, regulations, ordinances, standards, and directives in effect at any time related to the construction and operation of the School, including any approved Annex, and the use of any furniture, fixtures, equipment and signs. These include (without limitation) licensing requirements; "star" ratings or a point system to designate the quality of the facility; accreditation; specified minimum indoor and outdoor physical facilities and equipment; personnel screening obligations involving background checks and criminal records checks; personnel credentials, age restrictions and training requirements; obligations to report evidence of child abuse and neglect; food service requirements; requirements that playground structures provide shade; a prohibition on marketing before the operator is licensed or the business opens; and record keeping. Other applicable laws include (without limitation) the Americans with Disabilities Act and other federal and state laws relating to employees and customers with disabilities; the Fair Labor Standards Act, the Occupational Safety and Health Act and other federal and state laws governing minimum wage, overtime, working conditions and other employment-related subjects; Title VII of the Civil Rights Act, the Equal Employment Opportunity Act and other federal and state laws relating to discrimination and harassment; laws governing various other matters, such as privacy and data information security; laws applicable to health, sanitation, smoking, safety, fire and other matters; tax laws; environmental laws; and laws relating to citizenship or immigration status. Before you open the School, you must obtain all permits and certifications required to operate the School, including all business or other licenses and all zoning, access, signs and fire permits and approvals. You acknowledge the need to retain your own legal counsel to assist you in complying with these obligations throughout the term of this Agreement and any renewal terms, and further acknowledge that no employee or legal counsel of ours can or will provide you with legal advice at any time. Accordingly, you agree not to rely, or claim to have relied, on our employees or legal counsel for legal advice.

E. The individual named as a party to this Agreement or the Owner (as applicable) you have designated, and we have approved, to conduct the day-to-day management and operation of the School (the "Designated On-Site Owner"), shall have attended and completed to our satisfaction all requirements of our prescribed initial training program. We and you acknowledge that this Agreement is a renewal Franchise Agreement, the School has been open and in operation and your current Designated On-Site Owner has previously completed an initial training program to our satisfaction. We shall not be obligated to provide an initial training program to you, and you shall not be obligated to attend an initial training program before the opening of the School under this Agreement. All other training obligations remain binding. We may require you to attend and satisfactorily complete refresher training as a condition of the renewal, either before or after the effective date of this Agreement. The Designated On-Site Owner must have at least a 10% ownership interest in the School or in you (if you are an entity) and must devote full time, energy and efforts to the management and operation of the School, as stated in Section 16A. You may not change the Designated On-Site Owner during the term of this Agreement without our prior written approval. The Designated On-Site Owner must have attended and completed to our satisfaction all requirements of our then current initial training program. Any replacement Designated On-Site Owner must attend and complete to our satisfaction all requirements of our then current initial training program. Any person who has signed this Agreement and any Owner who is responsible for the day-to-day operations of the School must attend and complete all requirements to our satisfaction of our then-current initial training program at your expense. Only individuals who have satisfactorily completed all requirements related to our initial training program we prescribe or our Director Initial Training Cohort Program described in Section 6G may lead tours of the School for parents of prospective students or others or serve in a management role in the School with respect to overseeing the relationship with parents of the School's students or School employees. Training may take place in one or more sessions, with a session varying from one or more consecutive days to two or more consecutive weeks and you will have to plan your schedule accordingly. We shall deliver training through a blend of online coursework, virtual, live sessions and in person training at our corporate offices or at another training site we select in accordance with our then current training program and via virtual and/or in-person one-on-one small group training. No training fee shall be payable for training we provide under this Section 6E and Section 3A to up to two individuals named as parties to this Agreement or two Owners (as applicable) but we may charge an additional fee for any additional individuals who attend training. We shall provide and pay only for training instructors, facilities and training materials. You must pay for the expenses of all individuals during training, including the cost of food, all transportation and lodging costs for any in-person training portion.

F. At our request, you shall attend and fully complete supplemental or refresher training programs, which may take place over two or more consecutive weeks, and any sales meetings, operations meetings, marketing meetings and conventions that may be offered by us from time to time during the term of the franchise. These programs, meetings or conventions shall be at the times and places we designate or delivered via our online learning management system, Internet, webinar or other form of electronic communication. You shall bear any transportation and lodging expenses for any in-person portion of the program and all other expenses incurred during any programs, including the cost of food, for all individuals attending. We shall provide and pay only for training instructors and materials. We will not charge any fee for these programs, except we do charge and you shall pay: (i) a registration fee for our conventions (which you must pay, regardless of whether you or your personnel attend); and (ii) our then-current retraining fee, plus our personnel's travel expenses (including the cost of food, all transportation and lodging costs), for us to provide on-site training at the School if you fail to timely cure a default. Our rights under this Section 6F will be in addition to any other rights or remedies available to us (including the right to terminate this Agreement pursuant to Section 13).

G. You shall implement a training program, at your sole expense, for all employees and individuals conducting day-to-day teaching, management, programming and operation of the School, including any approved Annex, which training must be in accordance with any training standards and procedures we prescribe from time to time. You will only employ individuals who have literacy and fluency in the English language sufficient to adequately communicate with students, their parents, other employees and suppliers, as applicable to their duties. You shall maintain at all times a staff of trained employees sufficient to operate the School, including any Annex, in accordance with this Agreement and applicable law. You agree not to employ any person who is required to complete a training program but who fails to complete it successfully or who refuses to do so. If you operate an Annex that is detached from the associated School building, the Annex must have dedicated trained staff for the office or other functions we require in the Manual or otherwise in writing. You must have one full-time director, and any additional full-time directors we may deem appropriate from time to time in our sole business judgment for the School. Your director must (i) successfully complete training in accordance with our standards; (ii) be qualified to perform the duties of a director and manage the day-to-day operations of the School according to any applicable federal, state, or local requirements; and (iii) satisfy all brand standards specified in the Manual. You must notify us of the identity of your director and provide any information we request to confirm that the director complies with the above requirements. You agree to send your primary director and any replacement primary director to our Director Initial Training Cohort Program within our then-current director training timeline and to pay us the director's training fee then being charged. Your director(s) must complete all training requirements to our satisfaction. We may require that your director(s) attend and complete all requirements of repeat or supplemental training. Our Director Initial Training Program shall be at the times and places we designate or delivered via our online learning management system, Internet, webinar or other form of electronic communication. You must pay for your director's salaries and incurred expenses during training, including all travel costs, including food, transportation and lodging, if in-person training is required as part of our then-current Director Initial Training Program. You will be solely responsible for all employment decisions and functions, including hiring, firing, discipline, supervision, scheduling, setting terms of employment and compensation and implementing a training program for employees of the School in accordance with training standards and procedures we prescribe in order for you to conduct the operations of the School at all times in compliance with our requirements. You will never represent or imply to employees or prospective employees that they will be or are employed by us or our affiliates, and you will use the name of your corporate operating entity on all formal communications to employees and prospective employees, including offer letters and paychecks.

H. You shall maintain the School, including any approved Annex, in the highest degree of safety, sanitation, repair and condition as needed, and shall perform any periodic repainting, repairs and replacement of impaired or obsolete existing improvements, indoor and outdoor equipment and signs as we may reasonably direct. At our request, which shall not be more often than once every three years, you shall refurbish the School at your expense, to conform to our then-current standards and trade dress, and shall make any structural changes, remodeling, redecorating, replacements, modifications and additions to existing improvements, indoor and outdoor equipment and signs as we may require.

I. You shall render prompt, professional, courteous and willing service to all customers and/or students of the School, including any approved Annex, and agree to handle all customer complaints promptly and courteously.

J. You shall comply with all quality assurance and service standards we prescribe from time to time, including the following accreditation requirement. We may require that you apply for and earn School accreditation through a national accreditor we approve within 18 months after the School opens for business, or by a later date we determine in our sole business judgement, and then maintain your accreditation.

K. You shall offer all services that we from time to time require or authorize in writing for Goddard Schools. You shall not offer any other services without our written consent. You may not sell any products or services to our other franchisees without our prior written approval, which we are not obligated to provide.

L. You shall make all payments required under this Agreement or any other agreement between you and us or between you and our subsidiaries or affiliates, in the manner and at the time prescribed. You shall also make timely payments of all your obligations to your suppliers, vendors, lenders, lessors, employees, taxing authorities and others in connection with your operation of the School.

M. You shall notify us in writing within 24 hours of the commencement of any action, suit or proceeding against or involving you or the School business or premises, including any approved Annex, and of the issuance of any report, order, writ, injunction, award or decree of any court, agency, police authority or other governmental instrumentality that may adversely affect any permit, certificate or license, the operation of the School, your financial condition or the financial condition of the School or any of your Owners, including events described in Section 13A(1). Without limiting the breadth of this paragraph, this notice requirement includes action against professional services or credentials of the School or of any employee or independent contractor employed at the School, any failed inspection report, or any other alleged or substantiated violation of laws, rules, or regulations. You shall send us a copy of all notices or other documents received from any court, agency, police authority or other governmental instrumentality, or if no document was received, otherwise inform us in writing of any verbal notice or warning or any action taken or proposed to be taken, within 24 hours of receipt of any document, warning or verbal notice or the taking of any action, and shall otherwise notify us of any adverse claims, charges, or potential claims or charges against you, your employees and independent contractors, any of your Owners or any affiliates of the franchise entity, including those described above. If you fail to notify us and/or provide us with copies of a notice or document as required, we shall have the right to collect from you a late reporting fee in the amount of $50 for each and every failure and/or refusal to comply and for each and every repeated failure and/or refusal plus in each event $25 per day, beginning on the third day from the date performance is due, through and including the day the default is cured. Neither your requirement to pay nor our receipt of any late reporting fees shall be deemed to waive or restrict our right to declare a default and terminate this Agreement for your failure and shall otherwise be in addition to any other remedies we may have under this Agreement or otherwise. These fees will be payable within 30 days following your receipt of notice of the fee and we may withdraw the amount from your operating account pursuant to your pre-authorized draft forms as provided in Section 4G.

N. You shall obtain a computer system, including all hardware, software, Saas (Software as a Service) and firmware and network infrastructure, including a router and firewall (IT Security), network equipment / wireless access point devices, and telephone system, including telecommunications infrastructure products and support services, as we direct according to the then current IT Hardware Standards as set forth in the Manual or otherwise, for the School and as applicable, any expansion, Annex, or material alteration. Any Annex will have a computer system, IT Security, network equipment / wireless access point devices, and telephone system on the premises, but they will be integrated with and not separate from the computer system, IT Security, network equipment / wireless access point devices, and telephone system installed at the associated School, including our proprietary software (currently called Franchise Management System (FMS)) and website systems, but we may require that you be able to identify Gross Receipts and costs associated with any Annex. You shall subscribe to an Internet service provider approved by us. Our approval or designation of a product or service or our approval or designation of a vendor or supplier does not constitute our guaranty or warranty of the product or services or of the vendor or supplier. You shall also obtain computer network infrastructure, IT Security, network equipment / wireless access point devices, and telecommunications infrastructure products and services required to support our information technology systems, including high-speed Internet access, and shall keep those systems current as we direct according to the then current IT Hardware Standards as set forth in the Manual. Your computer system must be able to securely access the Internet through service provided by a high-speed Internet Service Provider, and send and receive email and attachments on the Internet. We shall have the right to access student, customer, financial, and all other information related to the operation of the School, from a remote location, without the need for consent, at the times and in the manner as we shall require, in our sole business judgment. We may modify our specifications, and you shall install additions, substitutions, and upgrades to the computer system, including all hardware, software, Saas (Software as a Service) and firmware and network infrastructure, including a router and firewall (IT Security), network equipment / wireless access point devices, and telecommunications infrastructure products and support services to maintain full operational efficiency and to keep pace with changing technology, manufacturer required updates, and updates to our requirements. You shall access website(s) and/or intranets we maintain on a regular basis. We may elect to provide any information we are required to or desire to communicate to you solely through our website(s) and/or intranets or other electronic means without any need to provide you with a paper copy or other physical format. We may also authorize suppliers and other third parties to communicate to you on our website(s) and/or intranets and you shall access their communications if we direct. You shall comply with all of our standards, specifications, policies and procedures related to the use of computers, the Internet and activities conducted over websites. You shall not provide access over the Internet to any surveillance cameras without our written approval. If you accept payment by credit or debit card, you shall comply with all Payment Card Industry ("PCI") standards and shall use best efforts to protect employees, students and their parents against identity theft and theft or misuse of personal information. You shall comply with Sections 17C, 17D and 17E concerning personal information and security measures, privacy policies and procedures. Any Annex will not have its own separate computer system and website systems. The technology environment is rapidly changing, and it is difficult to anticipate the future cost of developing, acquiring, implementing, and licensing internet, software, and communications technologies (including mobile apps) that may benefit you and other Schools. We may implement additional technology services or enhance or replace some of the current technology in use in the School. In such case, you will be required to participate in these technology services and we may charge a fee (or increase the then-current fees) as a result of these additional or enhanced services.

O. You shall protect all user IDs, passwords, or other login and user authorization credentials, issued by us, as Confidential Information. You agree not to share these credentials with anyone who does not have a business need to know and use this information. You also agree to immediately report to us if you discover or suspect that login credentials may have been compromised or accessed by unauthorized persons. You shall install, configure and monitor endpoint security and data loss threat prevention software we specify and authorize us to audit endpoint security and data loss threat prevention software on your computer systems as determined by us. You agree to update/upgrade/monitor the ongoing operations of such software, from time to time as we specify, to remain effective against evolving threats and vulnerabilities. You agree to authorize us to periodically audit and scan your systems to detect and remediate known security vulnerabilities and other malicious activities, to include monitoring for outdated security patches. You agree to authorize us to block, disable, or revoke your access to our applications, websites, systems, or network, if necessary, to respond to suspected or detected malicious activities. You agree to ensure all business information and personal data is wiped from your computer equipment prior to being turned in or recycled. From time to time, we are required to respond to audits to validate and attest to our ability to comply with legal and contractual data protection and IT security obligations. You agree to cooperate and provide support, as needed, for areas of the audit that includes, but may not be limited to your computers, credit card processing activities, and data handling processes and procedures. You agree to use only the platforms and programs provided or approved by us for the collection and storage of information related to the business, including but not limited to customer data, enrollment data, financial data, student data, etc.

P. After we have approved the location of the School, including any Annex, or granted approval of your construction plans, site plans and blueprints, you shall not relocate the School or make any material changes, including any expansion or adding any Annex, or relocate or make any material changes to any Annex, without our prior written approval. All construction or renovation, and all real estate leasing or purchase arrangements, in connection with any material changes, including any expansion, or any relocation, including with regard to any Annex, will be subject to our prior written approval and the other requirements of this Agreement, including Sections 6A, 6B, 6C, and 6D. You shall notify us promptly if you receive zoning or other governmental approval in preparation for any material changes, including any expansion or addition of any Annex, relocation, or any material changes to any Annex. Any expansion of the School (including any Annex) or relocation will be subject to the terms of this Agreement and any other agreements you have with us regarding the development or operation of the School.

Q. You acknowledge that we endeavor to positively position the Goddard School brand with all key stakeholders and audiences, including the news media. All media inquiries made to you or the School should be directed to us immediately (but not later than 24 hours after the inquiry is made). Additionally, all opportunities for press or media coverage should be directed to us for review and approval. We will provide guidance and support regarding responses to media inquiries, as well as engaging with the press and news media. You will not make or issue any statements to the news media about The Goddard School and/or make any statements that may affect The Goddard School brand without our approval. Further, you will not represent that you are an authorized spokesperson or media representative for The Goddard School brand, us, or our affiliates. You shall comply with our Public Relations policies and procedures, which are accessible in the Manual, which may change from time to time. You shall alert us immediately to any potential crisis situation relating to the School, including any approved Annex. You shall follow our policies and procedures for managing public relations and communications regarding a crisis situation as we direct in the Manual or otherwise. You shall not engage with media to any crisis situation without our prior approval. For purposes of this Agreement, a potential crisis situation includes (but is not limited to) any allegation or occurrence of abuse, neglect, or mistreatment of a child; any allegation or discovery that a child has been released to an unauthorized person; any occurrence of unlawful conduct in the School; any allegation or discovery of any hazardous or unlawful substance associated with the School; any outbreak of serious illness associated with the School or any allegation or discovery of any breach of computer or camera systems, loss of data, files or personally identifiable information. Because of the potential damage to the System and the goodwill associated with the Proprietary Marks, if you fail to alert us immediately of any potential crisis situation after you know or should reasonably know of the existence of the potential crisis, you shall pay us a late crisis notification fee of $2,500 for each and every failure to notify plus $500 per day beginning on the second day from the date notification is due, through and including the day the default is cured, to compensate for our added crisis-management efforts resulting from the late notification. Neither your requirement to pay nor our receipt of any late crisis notification fees shall be deemed to waive or restrict our right to declare a default and terminate this Agreement for your failure and shall otherwise be in addition to any other remedies we may have under this Agreement or otherwise.

R. Neither you nor any of your Owners (if you are an entity) are, and shall not at any time be named, either directly or by an alias or nickname, on the list of Specially Designated Nationals or Blocked Persons, which includes the names of suspected terrorists, as designated by the United States Department of the Treasury's Office of Foreign Assets Control. You acknowledge that we intend to comply, and you and each of your Owners must comply, with all prohibitions against corrupt business practices, money laundering and support of terrorist activities, including those contained in the United States Patriot Act, Executive Order 13224, and related United States Treasury regulations and any similar law ("*Anti-Terrorism Law*"). You will immediately notify us of any misrepresentation or breach of this Section. We may terminate this Agreement without any opportunity for you to cure under Section 13A(9) upon any misrepresentation or breach by you or any of your Owners of this Section.

S. In addition to our rights to review financial information under Section 10F, you grant us or our representatives or agents the right at any time during normal business hours, and without prior notice, to enter and inspect the School premises and all aspects of the operation of the School, including any approved Annex. You agree that our right to inspect includes the right to utilize a mystery shop program to evaluate the conduct of the School and you consent to any mystery shop program. You will allow us or our representatives or agents to make extracts from or copies of any of these materials and to take samples of any products sold and immediately remove any unauthorized products without any payment or other liability to you. You will allow us or our representatives or agents to take photographs, videos or any electronic record of the School and to interview employees, students and parents. We will have the exclusive right to use any photograph, video, electronic record or other material prepared in connection with an inspection and to identify the School and we will not have any obligation to obtain your authorization, or to compensate you in any manner, in connection with the use of these materials for marketing, training or other purposes. Without limiting our other rights and remedies under this Agreement, if we give you notice of any deficiency detected during an inspection, you will diligently correct the deficiency as soon as possible at your expense and we may conduct additional follow-up inspection(s) and/or evaluation(s). If we give you notice of any deficiency during two or more inspections or evaluations within any 12-month period, we shall have the right to charge you a reasonable fee and require you to reimburse us for our and our personnel's expenses in connection with any additional follow-up inspection(s) or evaluation(s).

T. You authorize us to use information concerning you and the School, including any approved Annex, for business purposes relating to the administration of this Agreement, the operation of the System and disclosure required or permitted by federal or state laws or regulations in connection with the sale of franchises. This information includes your name, business and home addresses, home or mobile telephone numbers, email addresses, business financial information, results of inspections and business records. We may identify you as the source of the information. The persons we may disclose this information to include prospective and existing franchisees, suppliers, landlords, financial institutions, our affiliates, the TGS Marketing Fund, local purchasing cooperatives and marketing funds and includes the right, but not the obligation, to disclose information regarding your compliance, any defaults and the termination of this Agreement.

U. You and each Owner confirm your authorization for any background check (including credit and criminal) that we and our agents have conducted on you and each Owner, and further authorize us and our agents to conduct additional background checks (including credit and criminal) that we deem necessary or desirable in our business judgment, including in connection with the development of an Annex. You shall bear the cost of all background checks we conduct in connection with your application to be a franchisee, any renewal or transfer, or the addition of a new spouse of an individual franchisee, a new Owner or a new individual franchisee, as authorized and provided in Section 4A(3), Section 2B(6), Section 12B(5), Section 12J or Section 10G, or in the event we deem it necessary under this Section 6U, except that we shall bear the cost for a background check we conduct under this Section 6U if the background check is within five years of the last check on the individual and is not related to development of an Annex, a renewal, addition of a new Owner or spouse of an individual franchisee, or a transfer. You and each Owner shall promptly provide us with authorization forms required by our agents and any other documentation we require following any request by us. You agree that any background check authorization documents provided to us or our agents shall remain in effect during the term of this Agreement, to the extent allowed by applicable law.

V. [Intentionally deleted as not applicable to a renewal situation.]

W. You shall at all times conduct all social media accounts, public and private, in accordance with our then-current social media policy, including the obligation to ensure that all social media activity does not reflect poorly on or in a way that is injurious to you or our brand.

X. You shall comply with all other requirements set forth in this Agreement.

7. **PROPRIETARY MARKS**.

A. Your right to use the Proprietary Marks is derived solely from this Agreement and is limited to the conduct of business by you pursuant to and in compliance with this Agreement. You agree that all usage of the Proprietary Marks and any goodwill established thereby shall inure to our exclusive benefit. You acknowledge that this Agreement does not confer any goodwill or other interest in the Proprietary Marks upon you. You agree to modify or discontinue use of any Proprietary Mark and/or use one or more additional or substitute Proprietary Marks, at any time, if we determine, in our sole business judgment, that it is advisable to do so.

B. You agree that after termination or expiration of this Agreement, you will not directly or indirectly at any time or in any manner identify yourself as a current or former franchisee of our System or any business as a current or former Goddard School or as otherwise associated with us or our affiliated companies, or use in any manner or for any purpose the Proprietary Marks or any colorable imitation thereof.

C. You agree to operate, advertise, market and promote the School under the trade and service mark "The Goddard School", provided that you shall identify yourself as a franchisee and the owner and operator of the School in the manner we prescribe. You and your employees shall not use the Proprietary Marks as part of any business entity name or Internet domain name or with any prefix, suffix or other modifying words, designs or symbols, or in any modified form, nor may you use the Proprietary Marks in connection with any unauthorized service in any manner not expressly authorized by us. You agree to prominently display the Proprietary Marks on all invoices, stationery and other forms and any other materials designated by us, and in the manner we prescribe, and to obtain any fictitious or assumed name registrations as may be required under applicable law. Notwithstanding anything to the contrary in this paragraph, you will use the name of your corporate operating entity in all formal communications to employees or prospective employees, including offer letters and paychecks.

D. You shall promptly notify us of any use by any person or legal entity other than you, us or another of our franchisees of any Proprietary Marks, any colorable variation thereof, or any other mark in which we have or claim a proprietary interest. You further agree to notify us promptly of any litigation instituted by any person or legal entity against you involving the Proprietary Marks. If we, in our sole business judgment, undertake the defense or prosecution of any litigation relating to the Proprietary Marks, you agree to sign any and all documents, and to cooperate and render any assistance as may, in the opinion of our lawyers, be reasonably necessary to carry out the defense or prosecution.

8. **CONFIDENTIAL OPERATING MANUAL**.

A. In order to protect our reputation and the goodwill of Goddard Schools and to maintain uniform standards of operation under the Proprietary Marks, you shall locate, construct, furnish, equip and operate the School in accordance with the Manual, which has been previously made available to you. Our approval or designation of a brand or type of product or services or our approval or designation of a vendor or supplier does not constitute our guaranty or warranty of the product or service or of the vendor or supplier. You must operate the School in strict conformity with the methods, standards and specifications we provide, which may change from time to time. You may not deviate from our standards and specifications by using or offering non-conforming products or differing amounts of any products or offering non-conforming services, without obtaining our prior written consent. You must sell and offer for sale only those products and services that we have expressly approved for sale in writing. The Manual consists of operating manuals, videos and materials which contain mandatory and suggested specifications, standards and operating procedures. We may provide the Manual and other information electronically, including by email or by access to an intranet.

B. The Manual and its contents shall at all times remain our property. We may change any standard, specification or operating procedure or any of the Proprietary Marks applicable to the operation of the School or change all or any part of the System through changes in the Manual's contents or notice to you and you shall comply with each new or changed standard at your expense, by the date or dates we direct. The mandatory provisions of the Manual shall constitute provisions of this Agreement as if fully set forth in this Agreement and all references to this Agreement shall include the mandatory provisions of the Manual. We may vary the standards and specifications to take into account unique features of specific locations or types of locations, special requirements and other factors we consider relevant in our sole business judgment.

9. **CONFIDENTIAL INFORMATION**.

A. The Manual and its contents, our trade secrets and other confidential or proprietary information or compilations, any material in which we claim copyright protection, knowledge, know-how, methods and techniques concerning the methods of operation of a Goddard School (collectively, "Confidential Information") are our exclusive property and are revealed to you in confidence solely to assist you in operating the School. You shall at all times treat the Manual, any other materials created for or approved for use in the operation of the School, and the information contained in the Manual or those materials as confidential, and you shall use all reasonable efforts to maintain the information as secret and confidential. You shall not at any time, without our written consent, copy, duplicate, record or otherwise reproduce the foregoing materials, in whole or in part, or otherwise make the same available to any unauthorized person.

B. You shall not, during the term of this Agreement or thereafter, except as permitted in this Section, communicate, divulge, or use for the benefit of any other person, persons, partnership, association, corporation, limited liability company or other entity, any Confidential Information which may be communicated or disclosed to you, or of which you may be apprised, by virtue of your operation under the terms of this Agreement. You may divulge Confidential Information only to those employees and contractors as must have access to it in order to develop or operate the School and you shall advise them of the duty to maintain the information as confidential before communicating or divulging any Confidential Information to them. In addition, subject to applicable law, you shall obtain a written agreement, in form and substance satisfactory to us, from your director(s) and other employees, contractors, and any other person having access to the Manual or to whom you wish to disclose any Confidential Information that they shall maintain the confidentiality of the Confidential Information and they shall recognize us as third-party beneficiary with the independent right to enforce the covenants either directly in our own name as beneficiary or acting as agent. You hereby appoint us as your agent with respect to the enforcement of these covenants. An example of a separate written agreement currently considered satisfactory, including provisions to confirm our ownership of Inventions and Intellectual Property (as defined in Section 9D) is the Confidentiality Agreement attached as an exhibit to our disclosure document. You shall retain all written Confidentiality Agreements with your business records for the time period specified in the Manual or under applicable law. You shall enforce all covenants and will give us notice of any breach or suspected breach of which you have knowledge. These obligations shall survive the expiration or termination of this Agreement for any reason.

C. You will promptly notify us of any unauthorized use or misappropriation of the Manual or any Confidential Information. You will also cooperate in the prosecution or defense of any action related to the Confidential Information or the Manual, and will render any assistance we think is reasonably required to assist in this prosecution or defense. If you are compelled by a court or other body of competent jurisdiction to disclose any of the Confidential Information, you will inform us promptly by written notice and will provide reasonable assistance in obtaining and enforcing a protective order or other appropriate means of safeguarding the information required to be disclosed. You may then disclose only so much of these materials or information as is legally required to be disclosed. You further agree to notify us promptly of any litigation instituted by any person or legal entity against you involving these materials or information. If we, in our sole business judgment, undertake the defense or prosecution of any litigation relating to the use of these materials or information, you agree to sign any and all documents, and to render any assistance as may, in the opinion of our lawyers, be reasonably necessary to carry out the defense or prosecution.

D. You shall disclose promptly to us any idea, improvement, invention, concept, technique, copyright eligible work, intellectual property, software or material that you or your employees conceive, develop, discover, create or reduce to practice (a) concerning the System or the operation of the School, or (b) that results from your use of our property or the assets of the School; all such works and materials being referred to as "Inventions and Intellectual Property" or "IIP". You grant and assign to us your entire right, title and interest in and to any and all IIP. To the extent that you retain any moral rights under applicable law, you ratify and consent to any action that we may take or authorize with respect to such moral rights, and agree not to assert any moral rights with respect to such action. Any copyrightable IIP is a "work for hire" under the Copyright Act, and we shall be considered the author and owner of these copyrightable works. If an item of IIP does not qualify as a work made for hire, by signing this Agreement you assign to us ownership of any and all rights in such IIP. We may use IIP and any other information provided by you in any manner we may deem appropriate without additional compensation to or consent by you. You shall, upon request, promptly execute all applications, assignments, or other instruments that we deem necessary to apply for and obtain invention rights, patents, patent applications, letters patent, copyrights, trademarks, and reissues of any of these rights in the United States and foreign countries that are necessary to secure the complete benefit of the IIP and to confirm the assignment to us in this Section 9D of the sole and exclusive rights, title, and interest in and to your right in and to IIP. In addition, subject to applicable law, you shall obtain a written agreement, in form and substance satisfactory to us, from your director(s) and other employees, that they shall agree that IIP belongs to us, either because they constitute "works for hire" or because they assign to us ownership of IIP.

10. **ACCOUNTING AND RECORDS**.

A. During the term of this Agreement, you shall maintain and preserve, for at least seven years from the dates of their preparation (or longer period if required by law), full, complete and accurate books, records and accounts in accordance with generally accepted accounting principles and in the form and manner we prescribe from time to time. You shall keep books, records and accounts with respect to the School, including any Annex, as a whole, but we may require that you be able to identify Gross Receipts and costs associated with any Annex.

B. You shall submit to us, no later than the third business day of each month during the term of this Agreement, a signed statement in the form we prescribe that accurately reflects all Gross Receipts during the preceding month and any other data or information as we may require.

C. You shall submit to us, no later than the third business day of each month during the term of this Agreement, at your expense, an unaudited profit and loss statement for the preceding month and the year-to-date.

D. At our request, you shall also, at your expense, submit to us an audited profit and loss statement and balance sheet for any calendar or fiscal year during the term of this Agreement.

E. You shall submit to us, for our review or audit, all other forms, reports, records, information and data as we may reasonably request, including the School's income tax returns, bank account records, balance sheets and tax returns of any Owner (as defined in Section 13A.1). In addition, you shall accurately record and report in the FMS all enrolled students at the School (including any Annex) and all revenue or equivalent value received for any services provided by or related to the School.

F. We or our designees shall have the right at all reasonable times to examine your books, records, and tax returns. We shall also have the right, at any time, to have an independent audit or inspection made of your books. If any inspection or audit should reveal that any payments due us have been understated, you will pay to us immediately the amount of the underpayments with interest at the rate specified in Section 4C of this Agreement. If underpayments of more than 3% are discovered, in addition to the amounts stated in the preceding sentence, you will also pay to us immediately: (a) the cost of the inspection or audit (such as the charges of any independent accountant, attorneys' fees and travel expenses, including food, transportation and lodging, and compensation of our employees) or $10,000, whichever is greater; and (b) an amount that is equal to 10% of the amount you owe us. Interest payable under this Section 10F will be calculated from the date the amount was due until the date the amount is paid. The foregoing remedies shall be in addition to any other remedies we may have under this Agreement or otherwise.

G. You shall immediately notify us of any material change in the information you provided to us in your franchise application since the date of the application, including any change in: (i) financial condition of you or any Owner; (ii) bankruptcy history or criminal history of you or any Owner; (iii) death or incapacity of you or any Owner (as applicable); (iv) marital status, home address, cell phone number, home telephone number, or home email address of you or any Owner (as applicable); (v) your business address, business telephone numbers, or business email address; and (vi) the name and address of the owner of the School premises. If there is a material change in the financial condition of you or any Owner, in addition to notifying us of the change, you shall provide updated financial statements for you and/or the applicable Owner. You and each Owner shall also provide updated financial statements, supporting materials and any other documentation we require within 30 days of any request by us. If you are a married individual, both you and your spouse must sign this Agreement and related agreements as individuals. If there is a change in your marital status, you agree to a background check (including credit and criminal) on a new spouse pursuant to Section 6U and to pay us the cost as provided in Section 4A(3). Subject to the results of the background check, each new spouse shall become a party to this Agreement and agree to be bound jointly and severally by all provisions of this Agreement, and in either case you and the new spouse shall sign an agreement in the form we prescribe to accomplish that result. In addition, each new Owner shall consent to a background check (including credit and criminal) pursuant to Section 6U and you must pay us the cost as provided in Section 4A(3). Each new Owner shall execute a personal guaranty in the form we prescribe, pursuant to which such Owner shall be bound jointly and severally by all provisions of this Agreement (a "*Personal Guaranty*"), the current version of which is attached as Schedule One to this Agreement. We shall consider any request to remove a former spouse or Owner from this Agreement or the Personal Guaranty (as applicable), but we may decline to do so in our business judgment. If you are an individual or a group of individuals, these obligations shall survive your transfer of this Agreement to an entity for convenience of ownership and shall remain binding on you individually.

H. In addition, if you fail to timely submit to us any of the forms, financial reports, reports, records, information, data, and/or material changes in the information in your franchise application you are required to submit to us as provided above in this Section 10, we shall have the right to collect from you a late reporting fee in the amount of $50 for each and every failure and/or refusal to comply and for each and every repeated failure and/or refusal plus in each event $25 per day, beginning on the third day from the date performance is due, through and including the day the default is cured. Neither your requirement to pay nor our receipt of any late reporting fees shall be deemed to waive or restrict our right to declare a default and terminate this Agreement for your failure and shall otherwise be in addition to any other remedies we may have under this Agreement or otherwise. These fees will be payable within 30 days following your receipt of notice of the fee and we may withdraw the amount from your operating account pursuant to your pre-authorized draft forms as provided in Section 4G.

11. **INSURANCE**.

A. You must purchase and at all times during the term of this Agreement must maintain in full force and effect, in accordance with the requirements set forth in the Manual, policies of insurance in the amounts we designate:

Coverage	**Minimum Limits**
Commercial General Liability	$1,000,000 per Occurrence/$3,000,000 Aggregate

Coverage	Minimum Limits
	Must include Premises Medical Expense in an amount not less than $15,000
Abuse & Molestation Liability	$1,000,000 per Occurrence/$3,000,000 Aggregate
Teachers Professional Liability	$1,000,000 per Occurrence/$3,000,000 Aggregate
Corporal Punishment Liability	$1,000,000 per Occurrence/$3,000,000 Aggregate
Umbrella Liability	$5,000,000 per Occurrence/$5,000,000 Aggregate Your umbrella policy(ies) must follow form and extend over the following underlying coverages: • Commercial General Liability • Sexual Abuse & Molestation Liability • Teachers Professional Liability • Corporal Punishment Liability • Employers Liability • Auto Liability
Property Insurance	Must include "Special Form" coverage with Full Replacement Value coverage on all assets, including inventory, furniture, fixtures, equipment, supplies and other property (including all outdoor equipment) used in the operation of your School. Property insurance must include Business Income – Actual Loss Sustained – minimum of 12 months required. Franchisees are encouraged to purchase 24 months. We strongly encourage you to purchase flood insurance, even if your School is not located in an official flood zone because of the increased prevalence of flooding events. Consult with your insurance broker to assess the risk based on your geographic area's risk profile. Franchisees with a lease must adhere to the requirements of the lease pertaining to building coverage and/or tenant improvements and betterments. Many property insurance policies will insure outdoor equipment up to a certain limit. If the full replacement value of your outdoor equipment exceeds the limit of your property insurance policy, you will need to secure a standalone Inland Marine insurance policy. "*Inland Marine*" provides property insurance that covers outdoor property including, but not limited to, AstroTurf, outdoor fences and netting, outdoor lighting, outdoor pools, court surfaces, radio and television antennas (including satellite dishes), signs, trees, shrubs, plants, lawns, playground surfaces (Pour 'N' Play), basketball hoops, shade structures (attached and standalone), outdoor classrooms, retaining walls, guardrails, and playground equipment.
Workers' Compensation and Employers' Liability	Workers' Compensation – In amounts prescribed by law Employers' Liability – in an amount not less than: • $500,000 Each Accident • $500,000 Each Employee • $500,000 Policy Limit
Employment Practices Liability	In an amount not less than $1,000,000 per claim/$1,000,000 Aggregate

Coverage	Minimum Limits
Cyber Liability	$500,000 per claim minimum/$1,000,000 Aggregate Cyber Liability must include Media Liability coverage. Producers should place a note in the COI description of operations box under Cyber Liability to clarify if Media Liability coverage is afforded under the Cyber Liability Policy. Cyber Liability must also include biometric coverage if your school has a biometric access device.
Media Liability **Only required if Media Liability is not included in Cyber Liability Policy**	$500,000 per claim minimum/$1,000,000 Aggregate
Automobile Liability	$1,000,000 Combined Single Limit for owned and/or non-owned and hired vehicles
Student Accident and Health Medical Policy	Including: • Accidental Medical Excess Coverage in an amount of at least $250,000 • Accidental Death Coverage in an amount of at least $10,000 • Accidental Dismemberment Coverage in an amount of at least $20,000 • Dental Coverage in an amount of at least $1,000

All franchisees and each School are required to have insurance that meets or exceeds the requirements set forth above. Policy limits and coverages may not be shared across different operating entities or schools.

Timing of Policies

- Pre-Construction and Construction Phases – refer to Construction Insurance Requirements for further information.
- Cyber Liability must be in effect when a Goddard email address is received.
- Employment Practices Liability must be in effect when the first employee is hired.
- The remainder of franchisee insurance requirements must be in effect at the time the School receives its Certificate of Occupancy, Temporary Certificate of Occupancy or when contents are delivered to the School, whichever is earlier.

All required policies are to be written on an occurrence basis except for Employment Practices Liability, Cyber Liability and Media Liability, which may be written on a claims made basis (except as prescribed by law). All policies, except for Workers' Compensation, must be written on a primary and non-contributory basis and provide a waiver of subrogation for the entities listed below. Primary and non-contributory insurance means that your insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy. A waiver of subrogation is a provision that prohibits insurers from seeking redress from a third party.

The entities below must also be named as additional insureds and/or contain a Grantor of Franchise Endorsement on all lines of insurance except workers' compensation and student accident. All insurance policies shall contain an endorsement which provides that only actual notice to insured, if an individual, or to any executive officer of insured, if a corporation, shall constitute knowledge of the insured.

(1) Goddard Systems, LLC
(2) Goddard Franchisor, LLC

(3) Goddard Holding Guarantor, LLC
(4) Goddard Funding, LLC
(5) Goddard Real Estate Development Company, LLC

B. You or your third-party contractor or developer must purchase and maintain in full force and effect, according to the requirements set forth in the Manual, during any construction, renovation or remodeling work on the School premises. You should provide these requirements to your third-party contractor or developer as part of the bidding process for your project. If the third-party developer does not provide these minimum levels of insurance as part of their contract, you are responsible for securing this coverage. If you are working with a lender or financial institution, our requirements are separate and distinct from what the lender or financial institution may require. These insurance requirements apply to you regardless of what the lender or financial institution may require. The following types and amounts of insurance policies, all on an Occurrence basis, must be obtained:

Requirement	Details
Construction Liability (Must be evidenced by the General Contractor)	General Liability - $1M per Occurrence/$2M Aggregate Umbrella Liability - $5M per Occurrence/$5M Aggregate This coverage must be in place upon the start of construction.
Premises Liability (Must be evidenced by the Land or Building Ownership Entity)	General Liability - $1M per Occurrence/$2M Aggregate Umbrella Liability - $2M per Occurrence/$2M Aggregate Refer to the Online Operating Manual for a matrix that further describes insurance requirements by type of project and ownership.
Workers Compensation and Employers' Liability (Must be evidenced by the General Contractor)	In amounts prescribed by law covering all personnel working on the construction site. This coverage must be in place upon start of construction.
Builder's Risk (Must be evidenced by the General Contractor or the Building Ownership Entity)	The Builder's Risk/Installation insurance, must, at a minimum, cover a reasonable estimate of the cost of construction or renovation. This coverage must be in place upon the start of construction.
Description of Operations/Location	Clearly list the job site with the full address information within the description of operations box on the certificate of insurance.
Additional Insured Entities and Certificate Holder	The following entities must be named as additional insureds on all lines of coverage (except Workers' Compensation). • Goddard Systems, LLC • Goddard Franchisor, LLC • Goddard Holding Guarantor, LLC • Goddard Funding, LLC • Goddard Real Estate Development Company, LLC Use the following address for the Certificate Holder Address: 1016 W. 9th Avenue Suite 140 King of Prussia, PA 19406 All insurance policies shall contain an endorsement which provides that only actual notice to insured, if an individual, or to any executive officer of

	insured, if a corporation, shall constitute knowledge of the insured:
Insurance Carrier Rating	All insurance policies must be with companies having a rating of A- or better as determined by A.M. Best and Co. All companies must be licensed in the state the School is located and must be acceptable to us.
Where and when to submit Certificate of Insurance	Send certificate of insurance to: insurance@goddardsystems.com with a copy to the assigned Goddard construction project manager.

C. You shall furnish us and all other persons we designate certificates issued by each of your insurers indicating that all required insurance is in full force and effect and that each insurance policy shall not expire or be terminated or changed without giving us written notice at least 30 days in advance. Within five days of our request, you shall deliver to us a copy of all insurance policies for examination.

D. If you, for any reason, fail to procure or maintain the insurance required by this Agreement, as revised from time to time for all franchisees, in addition to our other rights and remedies under this Agreement at law or in equity, we shall have the right and authority (without, however, any obligation), to procure insurance and to charge the premiums we pay to you, which charges, together with a reasonable fee for our services, including our costs and expenses, in procuring the insurance, shall be paid by you immediately upon notice. We may terminate this Agreement immediately without opportunity to cure under Section 13A(12), whether or not we elect to procure any insurance you are required to maintain.

E. Your obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by us, nor shall your performance of that obligation relieve you of liability under the indemnity provisions set forth in Section 18 of this Agreement.

F. We reserve the right to increase or otherwise modify the minimum coverage requirements described in this Section 11, at any time upon 30 days' written notice to you, and you shall comply with any modifications.

G. If you participate in the Real Estate Support Program, the letter of intent, real estate purchase agreement, assignment and assumption agreement, lease, project management agreement, and/or other development-related documents you and/or the Real Estate Developer sign in connection with the Real Estate Support Program (collectively, the "*Real Estate Documents*") may require you to obtain and maintain additional insurance coverage beyond the insurance requirements described above. The specific types and amounts of insurance required under the Real Estate Documents will be set forth in those agreements. These requirements are in addition to, and not in lieu of, the insurance requirements set forth in this Agreement and the Manual.

12. **TRANSFERABILITY OF INTEREST**.

A. We shall have the right to transfer or assign all or any part of our rights or obligations in this Agreement to any other person or legal entity.

B. You understand and acknowledge that the rights and duties set forth in the Agreement are personal to you. Accordingly, you shall not sell, assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any interest in this Agreement, in the franchise (including the transfer by any Owner of any direct or indirect interest in you) or in the assets of the School, including any Annex (collectively referred to sometimes as a "transfer") without our prior written consent. You may not transfer any Annex separately from the associated School. Any purported transfer, by operation of law or otherwise, not having our written consent shall be null and void and shall constitute a material breach of this Agreement. We will not unreasonably withhold or delay our consent to a transfer, provided that, except in the case of a transfer to an entity formed solely for the convenience of ownership pursuant to Section 12F, our consent will be conditioned on meeting all of the following requirements:

(1) All of your accrued monetary obligations to us and our affiliates and all other outstanding obligations related to the School shall have been satisfied;

(2) You and your Owners (if applicable) shall have signed a termination agreement terminating this Agreement, including a general release, in a form satisfactory to us, of us and our subsidiaries and affiliates and our/their respective officers, directors, shareholders and employees in our/their corporate and individual capacities;

(3) The transferee has entered into our then-current form of franchise agreement (together with our form of amendment to franchise agreement required for transfers) and paid all fees required under the transferee's franchise agreement, including the applicable initial license fee; the transferee's franchise agreement with us will have an initial term equal to the initial term then being offered by us to franchisees purchasing a franchise to develop a new School;

(4) The transferee demonstrates to our satisfaction that he, she or it (directly and/or through its owners, as applicable) meets our educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to conduct the business of the School; and has adequate financial resources and capital to operate the School;

(5) You or the transferee must pay us our then-current background check fee to obtain background checks (including credit and criminal) on the transferee and its owners (in the manner described in Section 4A(3)) when we request. The amount is not refundable, whether or not the transfer is effected;

(6) The transferee has satisfied all licensing and other requirements under applicable law and obtains a license to operate a childcare center;

(7) The transferee shall pay us our then-current initial training and transfer support fee and the individual we have approved to serve as the transferee's Designated On-Site Owner and additional individuals named as parties to the Franchise Agreement or additional owners, as applicable, that the transferee requests or we shall require shall complete all requirements relating to the initial training program then in effect for franchisees to our satisfaction, and any additional training as we deem necessary. We shall provide the initial training program delivered through a blend of online coursework, virtual, live sessions and in person training at our corporate offices or at another training site we select in accordance with our then current training program and via virtual and/or in-person one-on-one or small group training. The transferee shall pay for the expenses of all individuals attending incurred during initial training and any additional training, including the cost of food, all transportation and lodging costs for any in-person training portion, for all individuals attending;

(8) You shall pay us a transfer fee of $5,000 to cover administrative, travel, and other expenses in connection with the transfer;

(9) You shall pay us a transfer deposit of $2,500; we will hold this deposit and apply it to pay your obligations if you do not; we will refund any excess remaining 105 days after the closing;

(10) The transferee shall pay us or our affiliate the then-current initial marketing fee or a different amount based on our review of the transferee's proposed plan and assessment of the School's needs;

(11) You have complied to our satisfaction, or you or the transferee agree to comply and have made arrangements satisfactory to us to comply, with all obligations to maintain the School in first class condition and repair and in compliance with the System, including obligations to remodel, refurbish and improve the School as required by this Agreement to conform to our then-

current standards and trade dress, including any IT upgrades identified in the IT equipment inventory survey that we require you or the transferee to complete;

(12) You and the transferee shall sign all other documents as we may reasonably require;

(13) With respect to the School premises and any approved Annex, you shall provide a new lease or provide an assignment of the existing lease (signed by you, the transferee, and the applicable landlord) which includes our then-current form of rider to lease and collateral assignment or option to lease agreement and right of first refusal applicable to the transferee following the transfer, or other documentation reasonably acceptable to us which permits us to retain the rights to occupy the School premises that we had under the existing lease, using our then-current form of rider to lease and collateral assignment or option to lease agreement and right of first refusal; and

(14) The transferee agrees to adopt and implement the then-current curriculum and education program at the School.

C. You acknowledge that we have legitimate business interests in the approval of any transfer to a party whom we deem capable. Our discussions with and disclosure to the proposed transferee may include our complete file on your School, your entire sales and operations history, information about the market and any other information we deem relevant. Disclosure of this information by us will not, under any circumstances, be deemed to be interference with the proposed transfer or violation of any privacy or nondisclosure obligation to you. We may, but are not obligated to, provide all or any portion of our files on the School to the proposed transferee. You agree that we shall have the right to make available to any proposed transferee our complete file on your School. Other than any disclosure duty imposed by law, however, we have no duty to disclose any information to any proposed transferee. You agree that we will not have any liability to you for any disclosures we make to the proposed transferee. Our review of a proposed transfer requires a significant amount of time; you should not rely on our completion of the process within any certain time period.

D. If you are an entity, you shall at all times comply with all of the following requirements:

(1) Your organizational documents shall clearly state that your activities are confined exclusively to the operation of the School.

(2) You shall provide us with a complete list of all Owners, together with their respective ownership interests, and you shall update such list promptly upon any change in ownership.

(3) Your organizational documents shall recite that the issuance and transfer of any ownership interests is restricted by the terms of this Section.

(4) Each stock certificate or certificate of membership interest shall 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 assignment by this Agreement. In addition, your organizational documents shall provide that assignments or transfers of ownership interests are subject to all restrictions imposed upon assignments and transfers in this Agreement.

(5) All of the Owners shall execute a Personal Guaranty in the form we prescribe, under which each Owner personally and unconditionally guarantees all of your obligations under this Agreement, and shall be bound jointly and severally by the terms and conditions of this Agreement, including but not limited to the provisions contained in Section 7 (Proprietary Marks), Section 8 (Confidential Operating Manual), Section 9 (Confidential Information), Section 10 (Accounting and Records), Section 12 (Transferability of Interest), Section 14 (Obligations Upon Termination, Expiration, or Transfer), Section 16 (Covenants), Section 18 (Independent Contractor and

Indemnification), Section 23 (Enforcement) and the general provisions. Nothing contained in this Agreement shall be deemed to relieve the Owners of any of these obligations. Each person who becomes an Owner during the term of this Agreement shall also execute a Personal Guaranty.

(6) You shall provide us with copies of all of your governing documents (e.g., partnership agreement, articles of incorporation or organization, bylaws, stock certificates, operating agreement, membership certificates, agreements among the Owners, etc.) which must be reasonably satisfactory to us in our sole business judgment; during the term of this Agreement you agree before amending any of these documents or entering into new agreements, including any merger or other transaction which would result in a different entity succeeding to the rights under this Agreement (even if the ownership of the new entity is the same as the old entity) to provide us with all proposed amendments and new documents for our approval, which we shall not unreasonably withhold or delay.

(7) You shall remain in good standing in the jurisdiction of your formation, and if applicable, also as a foreign business entity in the state in which the School is located. You shall provide us with evidence of good standing and legal existence within 10 days following any request.

E. Upon the death or permanent incapacity of you or any Owner, or upon your dissolution, the executor, administrator, personal representative or trustee of that person or entity shall transfer its, his or her interest to a third party approved by us within a reasonable time, which shall not be deemed to exceed six months. Transfers under this Section 12E, including transfers by devise or inheritance, shall be subject to the same conditions as any lifetime transfer.

F. Despite anything to the contrary in this Section 12, if you are in full compliance with this Agreement, then following at least 10 days' written notice to us, you may transfer this Agreement, together with the assets associated with the School, to an entity which conducts no business other than the School and, if applicable, other Goddard Schools and of which you own and control 100% of the equity and voting power of all ownership interests, provided that all of the School's assets are owned, and the School's business is conducted, only by that single entity. Transfers of direct and indirect ownership interests in that entity are subject to all of the restrictions in this Section 12. You (including, if you are a group of individuals, any individual who will not have an ownership interest in the transferee entity), your Owners, and the transferee entity must sign the form of agreement and related documents (including, with respect to each Owner, the Personal Guaranty) that we then specify to reflect the assignment of this Agreement to the transferee entity and a general release, in a form satisfactory to us, of any and all claims against us and our affiliates and our and their respective owners, officers, directors, employees, representatives, agents, successors and assigns.

G. Our consent to a transfer of any interest in the franchise granted in this Agreement shall not constitute a waiver of any claims we may have against the transferring party, and may not be deemed a waiver of our right to demand exact compliance with any of the terms of this Agreement by the transferee.

H. We require that the transferee shall be capable of operating the School immediately after the transfer. You may not provide consulting services or otherwise work at the School after the transfer.

I. You represent to us that, except as you have disclosed to us in writing and we have approved in writing in advance, there are no purchase or call options on the ownership interests of any individual signing this Agreement as franchisee or any Owner (as applicable) regarding this Agreement or the School except upon the death or permanent incapacity of the individual franchisee or Owner (as applicable) or in connection with a right of first refusal, and that no oral or written agreement among the individual franchisees or Owners (as applicable), within any of your organizational documents, or within any other oral or written agreement authorizes one or more individual franchisees or Owners (as applicable) to remove another individual franchisee, Owner or guarantor from ownership or participation in the School business.

J. You may request in writing our consent to add one or more persons to the Franchise Agreement and/or the Assignment and Assumption Agreement as individual franchisees. If we determine in our sole business judgment that the transaction does not constitute a transfer of the Franchise Agreement, the franchise (including the transfer by any Owner of any direct or indirect interest in you) or the assets of the School that should be governed by Section 12B above, and we consent to the transaction, you will pay us when you make your request, a non-refundable franchisee add-on fee equal to $10,000, to cover the background check fee for up to two persons and administrative, travel, and other expenses in connection with the transfer. If more than two persons are to be added, you must pay also us our then-current background check fee to obtain background checks (including credit and criminal) on the persons to be added above two whose background check cost is not covered in the franchisee add-on fee (in the manner described in Section 4A(3)) when we request, which we will administer as described in Section 12B(5) above. No credit or refund will be granted against the background check fee for two persons covered in the franchisee add-on fee. To the extent applicable to our decision and due diligence in connection with the addition of the proposed individual franchisees, we may consider and require compliance with certain requirements described above in this Section 12 for a transfer. If we consent to add the proposed individuals franchisees to the Franchise Agreement and/or Assignment and Assumption Agreement, you and the individuals must sign documentation we require. You will pay us the applicable transfer fees if you are removed from the Franchise Agreement and/or the entity to which you assigned the Franchise Agreement under Section 12F (if applicable) within two years of the addition of the new individuals.

13. **OUR RIGHT TO TERMINATE**.

A. We may terminate this Agreement and the franchise upon delivery of notice of termination to you upon the occurrence of any of the following events:

(1) You or any Owner become insolvent, make a general assignment for the benefit of creditors, are adjudicated a bankrupt, suffer temporary or permanent court appointed receivership of substantially all of your property or suffer the filing of a voluntary or involuntary bankruptcy petition, provided that in the case of an involuntary petition, the involuntary petition is not dismissed within 30 days after filing;

(2) You abandon or cease to do business at the School or lose the right to possession of the School, including any Annex, or prior to opening the School you abandon or cease to diligently pursue construction of the School, or otherwise lose or forfeit the right to do or transact business in the jurisdiction where the School is located; however, if any loss of possession results from the governmental exercise of the power of eminent domain, or if, through no fault of yours, the School is damaged or destroyed by a disaster so that it cannot, in our judgment, reasonably be restored, then this Agreement shall not be terminated for that reason for 90 days thereafter, provided you apply within that time for approval to relocate the School for the remainder of the term of this Agreement, which approval shall not be unreasonably withheld;

(3) Final conviction or plea of guilty or nolo contendere of you, any Owner or any of your officers, of a felony, or a crime involving moral turpitude, or any other crime which in our judgment has affected or may affect the reputation of the School or the goodwill of the Proprietary Marks or indicates unsuitability for childcare, or if you, any Owner or officer engage in dishonest or unethical conduct, conduct involving moral turpitude, or other conduct which, in our judgment has affected or may affect the reputation of the School or the goodwill of the Proprietary Marks or indicates unsuitability for childcare;

(4) If you or any Owner purport to transfer any rights or obligations under this Agreement to any third party without our prior written consent, contrary to the terms of Section 12 of this Agreement;

(5) If you or any Owner fail to comply with the covenants contained in Section 16B, 16C, or 16D of this Agreement;

(6) If you or any Owner disclose or divulge the contents of the Manual or any Confidential Information (as defined in this Agreement) contrary to Sections 8 and 9 of this Agreement;

(7) If an approved transfer is not effected within a reasonable time (which shall not be deemed to exceed six months) following your (or any Owner's) death or permanent incapacity as required by Section 12E of this Agreement;

(8) If in our sole business judgment a threat or danger to public health or safety or to the health or safety of the children and/or adults at the School results from the maintenance or operation of the School, including your failure to comply with quality assurance standards;

(9) If we discover that you or any Owner have made any material misrepresentation on or in connection with the application for the franchise or in connection with any matter implicating the health and safety of any person;

(10) On the third failure to comply if you or any Owner fail on two or more occasions within any 12 month period to comply with any one or more provisions of this Agreement, whether or not those prior failures to comply are corrected after notice thereof is delivered to you;

(11) On the second failure to comply if you or any Owner commit the same type of failure to comply within any 12 month period whether or not the prior failure to comply is corrected after notice thereof is delivered to you;

(12) If you, for any reason, fail to procure or maintain the insurance required by this Agreement, as revised from time to time for all franchisees, whether or not we elect to procure any insurance you are required to maintain;

(13) The occurrence of a default, continuing beyond any applicable cure period, under any other agreement (a) between you and us or any of our affiliates (as defined in Section 1C), or (b) between any Owner and us or any of our affiliates, or (c) between any of your affiliates and us or any of our affiliates; it being the understanding and agreement of you and us that this Agreement shall be cross-defaulted with any of these other agreements, so that (i) any default under this Agreement is a default under any other agreement between you, any of your Owners and any of your affiliates on the one hand and us or any of our affiliates on the other hand, and (ii) any default under any other agreement between you, any of your Owners and any of your affiliates on the one hand and us or any of our affiliates on the other hand, will be a default under this Agreement, permitting termination of this Agreement and the other agreements in accordance with any applicable notice and cure provisions.

(14) [Deleted as not applicable to a renewal situation.]

(15) If the ability to continue the operation of the School or the license granted to you under this Agreement, in whole or in part, is frustrated in purpose or materially impaired by any national, federal, state or local law, statute, ruling, ordinance or regulation, or interpretation of any of the above (collectively a "Law"), or by the actions of any civil or military authority purporting to act under any Law, or by acts of God, war or civil disorders, or by the existence or declaration of a pandemic or epidemic or by labor union activity.

B. We shall have the further right to terminate this Agreement and the franchise effective upon delivery of notice to you, if you or any Owner fail to comply with any other provision of this Agreement or any specification, standard, quality assurance standard (other than those presenting a threat or danger which shall be subject to termination without opportunity to cure under Section 13A(8) above) or operating procedure we prescribe pursuant to this Agreement, or if you, any Owner or any of your affiliates fail to comply with the provisions of any other agreement they have with us or any of our affiliates, and you (or any Owners or any or your affiliates) do not correct the failure (i) within seven days if the failure relates to the use of the Proprietary Marks or to a quality assurance standard (other than those that present a threat or danger under Section 13A(8) above), (ii) within 15 days if the failure relates to the payment of money pursuant to this Agreement or any other agreement; (iii) within 60 days if the failure relates to your or any Owner's current or future inability to be present and personally involved in the operation of the School because you or the Owner are not a United States citizen and have received notice from a court or governmental agency that your or the Owner's right to reside in the United States has terminated or will terminate; or (iv) otherwise within 30 days; in each case after written notice of the failure to comply (which shall describe the action that you must take to correct same) is given to you.

C. Without limiting our rights under this Agreement, we shall have the right to terminate this Agreement and the franchise effective upon delivery of notice to you, (i) if a license necessary to operate another Goddard School owned and operated by you, any Owners or any of your affiliates, is terminated or revoked, and/or (ii) another Goddard School owned and operated by you, any Owner or any of your affiliates closes due to violations of the applicable Franchise Agreement or applicable local, state, or federal laws, rules, regulations, ordinances, standards, directives, or licensing requirements, and the license is not reinstated and/or the other Goddard School is not lawfully reopened by you, an Owner or your affiliate, within 30 days of the license termination or revocation or Goddard School closure.

14. **<u>OBLIGATIONS UPON TERMINATION, EXPIRATION, OR TRANSFER</u>**.

Upon termination, expiration, or transfer of this Agreement:

A. You and all Owners shall immediately cease to operate the School, including any Annex, and shall not thereafter, directly or indirectly, represent to the public or hold yourselves or themselves out as one of our present or former franchisees.

B. You and all Owners shall immediately and permanently cease to use, by marketing or in any manner whatsoever, any equipment, confidential methods, procedures and techniques associated with the System; the trade and service mark "*The Goddard School*", and any other Proprietary Marks and distinctive forms, slogans, signs, symbols, or devices associated with the System. In particular, you shall cease to use all signs, equipment, advertising materials, marketing materials, stationery, forms and any other articles which display the Proprietary Marks associated with the System and shall remove all signs from the School premises.

C. You shall take all actions as may be necessary to cancel any assumed name or equivalent registration which contains the name "*The Goddard School*" or any other service mark or trademark of ours.

D. You shall (except in the case of a transfer), make all modifications or alterations to the premises operated hereunder (including ceasing all use of the telephone numbers used in connection with the School) immediately upon termination or expiration of this Agreement as may be necessary to prevent the operation of any childcare business at the premises of the School either by you or others in derogation of this Section 14, unless we elect to lease the premises, in which case you shall at our direction take all steps necessary to allow us to assume the lease or enter into a lease, as the case may be, and shall immediately vacate the premises. In addition, you shall make any specific changes to the School's premises as we or our designees may reasonably request to protect the Proprietary Marks and to de-identify the School. If you fail to make the modifications, we shall have the right to re-enter the premises and make the modifications or alterations to the premises; you shall reimburse us for our costs plus a reasonable fee for our services.

E. You shall promptly pay all sums owing to us and our subsidiaries and affiliates. In the event of termination for a default by you, such sums shall include all damages, costs, and expenses, including lost future royalties and reasonable attorneys' fees, incurred by us as a result of the default.

F. You shall promptly pay all sums owing to the landlord of the premises and to third party vendors and suppliers, including the local telephone company, for all charges and fees incurred in connection with your business and the operation of the School.

G. You shall immediately turn over to us or at our direction, to the transferee or another person, all manuals, including the Manual, records, files, instructions, correspondence, and all other materials related to operating the franchised business including brochures, agreements and any other materials in your possession relating to the operation of the School.

H. At our request, you will transfer to us (or other party we designate), at your cost, all telephone numbers, directory listings, facsimile numbers, Internet numbers, domain names and e-mail addresses in use or owned by you on the date of termination, and inform any business directory of the transfer. As between you and us, we have the sole rights to and interest in all telephone numbers we secured for you, directory listings, facsimile numbers, Internet numbers, domain names and e-mail addresses associated with the School and the Proprietary Marks. You will promptly cancel and discontinue use of the telephone numbers, directory listings, facsimile numbers, Internet numbers, domain names and e-mail addresses which served the School at the time of termination or expiration and delete your listing in any business directory for the area of the School's location, including directories on the Internet. You will de-install any of our proprietary software and allow us access to your computer system for removal of customer and other data files. You hereby constitute and irrevocably appoint us, pursuant to the terms of this Franchise Agreement, with full power of substitution and revocation by us, as your true and lawful attorney-in-fact, to the full extent permitted by law to cancel, terminate, assign, discontinue or take any and all lawful action with respect to all telephone, facsimile, Internet numbers, domain names and e-mail addresses which serve the School, including, without limitation, the power to take the steps as, in our opinion, may be necessary to delete your listing or marketing in the Yellow Pages and any other directories and to terminate any other listing which indicates that you are or were affiliated with System. You will indemnify and hold harmless each telephone company, directory publisher, Internet provider and other person or entity against all costs, damages, attorneys' fees, expenses and liabilities which may be incurred or sustained in connection with or as a result of any action taken in reliance on the foregoing power of attorney.

I. You and all Owners shall comply with all covenants and obligations that survive this Agreement, including the covenants contained in Section 9 (Confidential Information), this Section 14 (Obligations Upon Termination, Expiration, or Transfer), and Section 16 (Covenants) of this Agreement, as applicable. If, after the termination, expiration or transfer of this Agreement, you fail to comply with these Sections, you shall pay to us all damages, costs, and expenses, including reasonable attorneys' fees, that we incur in seeking to enforce such provisions, including costs related to obtaining injunctive or other relief.

J. Except as limited by applicable law, you shall sign a termination agreement, in a form satisfactory to us, including a general release under seal of any and all claims you may have against us, and our subsidiaries and affiliates and our/their respective officers, directors, managers, members, shareholders, partners and employees in our/their corporate and individual capacities.

K. Notwithstanding anything in this Section 14, if you or an affiliate operate a Goddard School under another effective Franchise Agreement with us, you and/or your affiliate may hold yourself out as a franchisee of the System and use the System and the Proprietary Marks as permitted under the other Franchise Agreement but only with respect to the other Goddard School.

L. If we and you agree to limit the term of operation of any Annex, and your right to operate any Annex terminates or expires prior to termination or expiration of this Agreement regarding the associated School, then the provisions of this Section 14 shall apply to the Annex, as applicable, or shall not affect your rights under this Agreement regarding the operation of the associated School.

15. **<u>OPTIONS TO PURCHASE ASSETS AND LEASE PROPERTY</u>**.

A. Option to Purchase Assets.

(1) Upon termination or expiration of this Agreement, including with respect only to any Annex, regardless of the reason, we shall have the right, but not the obligation, for 60 days starting on the date of termination or expiration, to purchase the assets of the School (or applicable Annex) and obtain an assignment of the lease for the premises. You may not offer to sell or otherwise transfer the assets or to assign the lease to a third party without first having offered these rights to us.

(2) The purchase price for the assets shall be their fair market value exclusive of any goodwill. We may exclude from the purchased assets, any furniture, fixtures, equipment, signs, products or supplies that do not meet our then current quality or performance standards for Goddard Schools. If the parties cannot agree on the fair market value within a reasonable time, each party will select an independent appraiser. The appraised fair market value as determined by the appraisers shall be binding. If the appraisers cannot agree on the fair market value, they in turn will select a third independent appraiser. The fair market value will be the average of all three appraisals and will be binding on the parties. We and you will each pay for our respective appraisers and share the cost of any third appraiser.

(3) The purchase price shall be paid in cash at the closing of the purchase, which shall take place no later than 60 days after you receive our notice that we are exercising this option. At the closing, you shall deliver to us, in a form satisfactory to us, good and merchantable title to the assets purchased, free and clear of any encumbrances and all licenses or permits which may be assigned or transferred. You shall be responsible for all sales and other transfer taxes. We shall have the right to set-off against the purchase price all amounts owed by you to us or our subsidiaries or affiliates.

B. Option to Lease School Premises.

We will have the right to exercise an option to lease the premises of the School, including any Annex, on termination or (if you lease the premises) expiration of this Agreement, including with respect only to any Annex, pursuant to either (i) the rider to lease and collateral assignment, in the form that we require, if you lease the premises on the date of termination or expiration; or (ii) the Option to Lease Agreement and Right of First Refusal, if you own or if an entity affiliated with you owns the premises on the date of termination. You may not offer to lease, sublease or assign the lease of the premises of the School without first having offered these rights to us.

C. Right of First Refusal of School Premises.

If you or a business entity affiliated with you owns the premises of the School, including any Annex, and wish to sell or otherwise transfer any ownership interest in the premises during the term of this Agreement, we will have a right of first refusal to purchase such ownership interest in the premises pursuant to the Option to Lease Agreement and Right of First Refusal. You or your affiliate may not sell any interest in the premises of the School without first complying with the terms of the Option to Lease Agreement and Right of First Refusal, except transfers to an entity for convenience of ownership, a transfer to an affiliate, an heir, trustee or mortgagee.

D. Right of First Refusal in the Event of a Transfer.

If you or any Owner at any time decides to solicit or consider offers for a transfer (as defined in Section 12B), you shall obtain a bona fide written offer from a legitimate and fully disclosed buyer and shall submit an exact copy of such offer to us prior to entering into a binding agreement related to the transfer. We may, by delivering written notice to you, within 30 days after we receive both an exact copy of the offer and all other information we request, elect to purchase the interest for the price and on the terms and conditions contained in the offer, provided that: (i) we may substitute cash for any form of consideration proposed in the offer; (ii) our credit will be deemed equal to the credit of any proposed buyer; (iii) the closing will be not less than 60 days after the date we notify you of our election to purchase or, if later, the closing date proposed in the offer, provided that we may delay the closing until we obtain all necessary licenses and permits to operate the School; and (iv) we must receive, and you and your Owners agree to make, all customary representations, warranties and indemnities given by the seller of the assets of a business or ownership interests in an entity, as applicable, including representations and warranties regarding ownership and condition of, and title to, assets and ownership interests, liens and encumbrances on assets, validity of contracts and agreements, and the liabilities, contingent or otherwise, relating to the assets or ownership interests being purchased, and indemnities for all actions, events and conditions that existed or occurred in connection with the School or your business prior to the closing of our purchase.

If we do not exercise our right of first refusal, you or your Owners may complete the sale to the proposed buyer on the original offer's terms, but only if we approve the transfer as provided in Section 12. If you do not complete the sale to the proposed buyer (with our approval) within 60 days after we notify you that we do not intend to exercise our right of first refusal, or if there is any material change in the terms of the offer (of which you must inform us promptly), we will have an additional right of first refusal during the 30-day period following either the expiration of the 60-day period or our receipt of notice of the material change in the offer's terms, either on the terms originally offered or the modified terms, at our option.

We may assign our right of first refusal under this Section 15D to any individual or entity (who may be our affiliate), and that individual or entity will have all of the rights and obligations under this Section 15D.

16. **COVENANTS**.

A. You covenant that, during the term of this Agreement: (1) the Designated On-Site Owner shall devote full time, energy and efforts to the management and operation of the School to satisfy and honor your obligations under this Agreement; (2) the School shall at all times be under the management of the Designated On-Site Owner and the direction of qualified director(s) trained by us whose credentials shall be satisfactory to us and whose identity you shall disclose to us immediately upon appointment or upon any change of your director(s); and (3) you shall require all employees and individuals conducting the day-to-day management and operation of the School to attend and complete to our satisfaction all requirements related to the initial training program described in Section 6G. You must have one full-time director qualified and trained by us, and any additional full-time directors we may deem appropriate from time to time in our sole business judgment.

B. You and your Owners (as applicable) covenant that during the term of this Agreement, except as otherwise approved in writing by us, neither you nor any of your Owners shall directly or indirectly, for yourself, himself or herself (as applicable), or through, on behalf of, or in conjunction with any person(s), partnership, association, corporation, limited liability company or other entity:

(1) Divert or attempt to divert any business or customer of the business franchised under this Agreement to any competitor, by direct or indirect inducement or otherwise.

(2) Own, maintain, engage in, be employed by, lease real estate to, consult with or assist in any way, finance, or have any interest in or perform any services in any capacity for any other child daycare or preschool learning center or business (other than a Goddard School operated under an effective Franchise Agreement with us).

C. You and your Owners (as applicable) covenant that for a period of three years after the expiration, transfer or termination of this Agreement, regardless of the cause of termination, or after the date on which you cease to operate the School or any of your Owners cease to own a direct or indirect interest in you following the expiration, transfer or termination of this Agreement, whichever is later, neither you nor any of your Owners shall directly or indirectly, for yourself, himself or herself (as applicable), or through, on behalf of, or in conjunction with any other person(s), partnership, association, corporation, limited liability company or other entity:

(1) Divert or attempt to divert any business or customer of the business franchised under this Agreement to any competitor, by direct or indirect inducement or otherwise.

(2) Own, maintain, engage in, be employed by, lease real estate to, consult with or assist in any way, finance, or have any interest in any child daycare or preschool learning center or business (other than a Goddard School operated under an effective Franchise Agreement with us) at the premises of the School or within a radius of 10 miles of the School or any existing or proposed Goddard School.

D. You will use best and continuing efforts during the term of this Agreement, including during the construction and pre-opening phases, to promote and develop the business of the School. In consideration of the substantial value to you to use the System and to receive disclosure of the System, including the Proprietary Marks, the Manual and the Confidential Information, and in recognition of our ownership rights to the System, in addition to the other restrictions in this Agreement and under applicable law, you covenant that during the term of this Agreement and at any time after the expiration, transfer or termination of this Agreement, regardless of the cause of any termination, you shall not do or perform any act injurious or prejudicial to the goodwill associated with the Proprietary Marks or the System.

E. We shall have the right, in our sole business judgment, to reduce the scope of any covenant set forth in Sections 16B, 16C and 16D of this Agreement, or any portion thereof, without your consent, effective immediately upon your receipt of written notice of that fact, and you agree to comply with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 21 of this Agreement.

F. If any court or other tribunal having jurisdiction to determine the validity or enforceability of this Section determines that it would be invalid or unenforceable as written, then the provisions of this Section shall be deemed to be modified to the extent or in the manner as necessary for those provisions to be valid and enforceable to the greatest extent possible.

G. The above provisions of this Section shall not prohibit your operation of another franchise which we grant to you or your (or your Owners') ownership of less than a 5% beneficial interest of the outstanding equity securities of any publicly held entity.

H. If any individuals who are parties to this Agreement or any Owners apply to be a franchisee for a different School separately from all or any of the other individual parties to this Agreement or Owners, we may, but we are not required to, inform all of the other individual parties to this Agreement and/or Owners (as applicable) of the application. We may make any decision on the application for a different School as we deem appropriate in our sole business judgment, including for reasons related to your School governed under this Agreement, and do not require the approval of any of the other individual parties to this Agreement or Owners (as applicable) to grant our approval.

17. **TAXES AND COMPLIANCE WITH LAWS**.

A. You shall prepare and file when due all appropriate tax returns for taxes levied or assessed on you or on the School business by any federal, state or local tax authority and pay when due all taxes due on these returns. You shall pay when due any and all indebtedness incurred by you in the conduct of the School business as required pursuant to Section 6L.

B. You shall comply with all applicable federal, state and local laws, rules and regulations, and shall timely obtain and maintain, as required, any and all permits, certificates or licenses necessary for the full and proper conduct of the business franchised hereunder, including licenses to do business, fictitious name registrations and sales tax permit clearance.

C. To the extent that you collect "personal information" (or equivalent term or phrase as defined by applicable law) of an individual ("Personal Information") whether from us or an individual, you shall not and are specifically prohibited from (a) retaining, using, or disclosing the Personal Information for any purpose other than the specific purpose of providing childcare services at the School during the term of this Agreement or for business purposes otherwise expressly permitted or authorized by us (including retaining, using, or disclosing the Personal Information for a commercial purpose other than providing childcare services at the School during the term of this Agreement); (b) selling or otherwise transferring Personal Information; (c) using Personal Information you receive from a current, former, or prospective student, customer, employee of yours, other person, or business you service or interact with (e.g., as to employees of the business) for the purpose of providing services to another; and (d) re-identifying any Personal Information that has been de-identified. You are required to comply with all obligations under applicable law with respect to your processing of Personal Information. You shall provide at least the level of privacy protection to Personal Information as required under applicable law. We have the right to take reasonable and appropriate steps to evaluate whether you are using and protecting Personal Information as required under applicable law and this agreement. You must promptly notify us if you no longer can protect the Personal Information consistent with applicable law.

D. From time to time you may receive requests from individuals seeking to exercise their rights under applicable law, including a right to access, correct, delete, or stop selling or sharing their Personal Information ("PI Request"). You shall follow the procedures set forth in the Use of Personal Information Standard, which may be amended from time to time, in the Manual. For purposes of applicable law, you agree that there is no sale of Personal Information involved in our grant of the franchise to you or your operation of the School. For the avoidance of doubt, we do not provide Personal Information to you for any valuable consideration. You certify to us that you understand these requirements and will comply with them.

E. You must establish, adopt, maintain and comply with appropriate internal security measures, privacy policies and procedures (the "Protection Measures") with regard to physical documents, computers and other technology, information and data in order to protect Personal Information and information you receive in connection with providing childcare services and operating the School ("Protected Data") against unauthorized disclosure and access and accidental or unlawful destruction, loss or alteration. The Protection Measures must provide a level of security appropriate to the risk based on the processing and nature of the Protected Data to be protected and be in accordance with all applicable law. The Security Measures should address security policy; organization of information security; asset management; human resources security; physical and environment security; communications and operations management; access control; information systems acquisition, development, and maintenance; information security incident management; business continuity management; personnel training; and compliance (collectively, "Organizational Measures"). We recommend you review your Organizational Measures at least annually. The Security Measures and your security practices must meet any requirements of our approved vendors or suppliers that transmit, receive or otherwise handle Protected Data. You must ensure all other business partners, vendors and suppliers that you provide Protected Data to or who otherwise handle Protected Data are bound by the obligations set forth in this Section and have Protection Measures and security practices in place.

F. If you engage a third party supplier we approve to provide services to you or you sub-contract the performance of services you are required to perform to a third-party that involves granting access to the third party to our network, systems, applications, websites, or sensitive business or Personal Information, you agree to contractually bind the third-party to the same data protection, confidentiality, non-disclosure, and acceptable use language that you agreed to in this Agreement, including as applicable, the requirements in this Section 17.

18. **INDEPENDENT CONTRACTOR AND INDEMNIFICATION**.

A. This Agreement does not create a fiduciary relationship between us. You shall operate the School as an independent contractor, and nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee or servant of the other for any purpose, and you covenant not to assert otherwise in any forum. Although you must comply with this Agreement and the System, you will have full and complete control of the manner in which you comply and full and complete control of the day-to-day operation of the School and your business policies and practices. The parties acknowledge and agree that the creation of the above described relationship and the parties' respective ability to perform and to be legally recognized as such during the term of this Agreement is part of the essence and a principal purpose of this Agreement.

B. You shall conspicuously identify yourself at the location of the School and in all dealings with parents, employees, contractors, suppliers, public officials and others of the public or private sphere, as an independent contractor operating the business pursuant to a license from us and shall place such other notices of independent ownership on such forms, stationery, marketing and other materials as we or any of our affiliates may require from time to time. All contracts, checks, paychecks or other payment notices for the School's operations and services will be in your legal name. You will not enter into or sign any contracts, checks, paychecks or other payment notices in our or our affiliates' names or using the Proprietary Marks or any acronyms or variations of the Proprietary Marks. You will disclose in all dealings with parents, employees, contractors, suppliers, public officials and others of the public or private sphere that you are an independent entity and that neither we nor our affiliates have any liability for your debts.

C. Nothing in this Agreement authorizes you to make any contract, agreement, warranty or representation on our or our affiliates' behalf, or incur any debt or other obligation in our or our affiliates' names, and neither we nor our affiliates shall in any event assume liability for, or be deemed liable as a result of any act or omission by you in your conduct of the School or any claim or judgment against us or any of our affiliates. You shall indemnify and hold us and our affiliates and our and our affiliates' respective officers, directors, managers, members, partners, shareholders, independent contractors and employees harmless against any and all claims arising directly or indirectly from, as a result of, or in connection with your ownership, development, construction, operation or occupation of the School, as well as all costs, including attorneys' fees, of defending against them. We or our affiliates shall have the right to control all litigation against us or any other indemnified party or involving the Proprietary Marks, and to defend and/or settle any such claim affecting our or our affiliates' interests, in any manner we or they deem appropriate. Without affecting your duty to defend and indemnify us and our affiliates as set forth above, we or our affiliates may also elect to retain our or their own counsel at your cost to represent us or other indemnified parties. Our or our affiliates' exercise of control over the litigation shall not affect our or our affiliates' rights to indemnification under this Section 18C. Your obligations under this section shall survive the expiration, termination or transfer of this Agreement.

19. **APPROVALS AND WAIVERS**.

A. Whenever this Agreement requires our approval or consent, you shall make a timely written request to us beforehand, and you must obtain that approval or consent in writing.

B. We make no warranties or guarantees upon which you may rely, and assume no liability or obligation to you, by providing any waiver, approval, consent or suggestion to you in connection with this Agreement, or by reason of any neglect, delay or denial of any request for any waiver, approval, consent or suggestion.

C. No failure on our part to exercise any power reserved to us by this Agreement, or to insist upon strict compliance by you with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms of this Agreement, shall constitute a waiver of our right to demand exact compliance with any of its terms. Our acceptance of any late payments due under this Agreement shall not be deemed to be a waiver of any breach by you of any terms, covenants or conditions of this Agreement.

20. **NOTICES**.

Any notices required or permitted under this Agreement shall be in writing and shall be personally delivered or mailed by registered or certified mail, return receipt requested, or sent by overnight courier or email to the respective parties at the address listed on the signature page of this Agreement unless a different address has been designated in writing by the other party. Any notice by certified or registered mail shall be deemed to have been given at the date and time of mailing. Notices by personal delivery, overnight courier or email shall be effective upon the earlier of the date of delivery of such notice, or the date after the same was sent. In addition, we may elect to provide any information we are required to or desire to communicate to you solely through our website(s) and/or intranets or other electronic means, including email, without any need to provide you with a paper copy or other physical format. You shall provide us with your and your Owners' current addresses, email addresses and other contact information, as required under Section 10G, at all times.

21. **ENTIRE AGREEMENT**.

This Agreement and any amendments and attachments constitute the complete and integrated agreement between you and us concerning the subject matter of this Agreement and supersede all prior agreements; no other representations have induced you to sign this Agreement except that you may rely on our representations in the most recent Franchise Disclosure Document (the "FDD") we delivered to you, including its exhibits and any amendments, in connection with this Agreement. No representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD were made by any party and none shall have any effect with reference to this Agreement. No change in this Agreement shall be binding on either party unless it is mutually agreed to in writing.

22. **SEVERABILITY AND CONSTRUCTION**.

A. Except as expressly provided to the contrary in this Agreement, each section, part, term and/or provision of this Agreement shall be considered severable; and if, for any reason, any section, part, term and/or provision herein is determined by a court or agency having valid jurisdiction to be invalid and contrary to, or in conflict with, any applicable law or regulation, such determination shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms and/or provisions of this Agreement as may remain otherwise enforceable, and the latter shall continue to be given full force and effect and bind the parties hereto; and said invalid sections, parts, terms and/or provisions shall be deemed not to be part of this Agreement.

B. If any applicable law or rule of a jurisdiction requires a greater notice of the termination of or election not to renew this Agreement, or the taking of some other action with respect to the termination or election not to renew than is required in this Agreement, and the jurisdictional requirements of the law or rule are otherwise met, the notice or other action required by such law or rule shall be substituted for the notice or other action required in this Agreement.

C. Nothing in this Agreement is intended, or shall be deemed, to confer upon any person or legal entity other than you or us or our respective permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

D. All captions in the Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision.

E. All references to gender and number shall be construed to include any other gender and number as the context may require, and all acknowledgments, promises, covenants, agreements and obligations made in this Agreement or undertaken by you shall be deemed jointly and severally undertaken by you and all Owners. No change in your ownership or in any Owner's status shall alter or limit that joint and several liability without our express written release, which release may be withheld in our sole business judgment.

F. This Agreement may be signed in counterparts; each signed copy shall be deemed an original and all of which, together, shall constitute the same instrument. Electronic or facsimile signing and delivery of this Agreement is legal and binding for all purposes. We may require that your signatures on any document submitted to us be notarized. Any person executing this Agreement on behalf of a business entity represents and warrants that he/she is duly authorized to bind the business entity.

G. The BACKGROUND Section at the beginning of this Agreement contains contractual terms that are not mere recitals.

H. As provided in Section 1A, except where distinctions are specifically noted or the context may require, references to the "School" include the School you develop at the location stated in Section 1A (or any location to which the School may be relocated in accordance with this Agreement), and if applicable, together with any approved Annex. In some instances in this Agreement, a reference to the School including any approved Annex has been added for emphasis, however the absence of the reference is not meant to diminish the intended broader definition of the term "School."

I. You understand and acknowledge that we may delegate the performance of any or all of our obligations under this Agreement, and the right to exercise any of our rights under this Agreement, to an affiliate, manager, agent, independent contractor, or other third party designee. However, we will remain responsible for ensuring that such obligations are performed in accordance with the terms of this Agreement.

23. **ENFORCEMENT**.

A. This Agreement takes effect when accepted and signed by us in Pennsylvania. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) or other federal law, this Agreement shall be construed under the laws of the Commonwealth of Pennsylvania and any dispute between the parties shall be governed by and determined in accordance with the substantive law of the Commonwealth of Pennsylvania, which laws shall prevail in the event of any conflict of law. If we move our corporate headquarters, notwithstanding Section 21, we shall have the option of determining that the substantive law of the state to which we move will replace all references to Pennsylvania law in this Franchise Agreement, or of continuing to have Pennsylvania law apply. If we choose to have the law of the new state apply, we will so notify all franchisees within six months of our move, and the chosen law will apply to all franchisees; except that any franchise registration or disclosure law or any franchise relationship law of the new state will only apply where the jurisdictional requirements of the law are otherwise met.

B. You acknowledge that you have and will continue to develop a substantial and continuing relationship with us at our offices in the Commonwealth of Pennsylvania, where our decision-making authority is vested and franchise operations are conducted and supervised. Except for our right to obtain injunctive relief in any appropriate forum, any action arising out of or relating to this Agreement shall be commenced, conducted and concluded only in a state or federal court of general jurisdiction in the Commonwealth of Pennsylvania for the district or county in which our headquarters are then located. You irrevocably submit to the jurisdiction of these courts, waive any objection you may have to either the jurisdiction or venue of these courts and agree not to argue that these courts are inconvenient forums. If we move our corporate headquarters, you acknowledge that you will have a substantial and continuing relationship with us in the state to which we move and that any references to Pennsylvania in this paragraph will be deemed to be references to the new state and the district or county in which our headquarters are then located.

C. No right or remedy conferred upon or reserved to us or you by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

D. Nothing herein contained shall bar our right to obtain injunctive relief against threatened conduct that will cause us loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

E. In any action to enforce or defend our rights under this Agreement, we shall be entitled to recover, in addition to any other recovery, attorneys' fees, court costs and expenses of litigation.

F. **YOU MAY SEEK DAMAGES OR ANY REMEDY UNDER LAW OR EQUITY ONLY AGAINST OUR BUSINESS ENTITY. OUR AFFILIATES AND OUR/THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, LIMITED PARTNERS, GENERAL PARTNERS, SHAREHOLDERS, INDEPENDENT CONTRACTORS AND EMPLOYEES WILL NOT BE LIABLE AND MAY NOT BE NAMED AS A PARTY AND WILL NOT BE LIABLE IN ANY PROCEEDING COMMENCED BY YOU IF YOUR CLAIM OR CAUSE OF ACTION ARISES OUT OF OR RELATES TO THIS AGREEMENT.**

G. **A COURT MAY AWARD INJUNCTIVE RELIEF AS WELL AS DAMAGES, BUT WILL HAVE NO AUTHORITY TO AWARD PUNITIVE OR EXEMPLARY OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH ANY CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

H. **WE AND YOU, RESPECTIVELY, WAIVE ANY RIGHT WE OR YOU MIGHT HAVE TO TRIAL BY JURY ON ANY AND ALL CLAIMS ASSERTED AGAINST THE OTHER. WE AND YOU, RESPECTIVELY, EACH ACKNOWLEDGE THAT WE AND YOU, RESPECTIVELY, HAVE HAD A FULL OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL CONCERNING THIS WAIVER, AND THAT THIS WAIVER IS INFORMED, VOLUNTARY, INTENTIONAL AND NOT THE RESULT OF UNEQUAL BARGAINING POWER.**

I. **YOU AGREE TO LITIGATE EACH DISPUTE WITH US ON AN INDIVIDUAL BASIS. YOU WILL NOT CONSOLIDATE ANY DISPUTE WITH A CLAIM OF ANY OTHER FRANCHISEE, INDIVIDUAL, OR ENTITY, AND YOU WILL NOT PURSUE ANY CLASS CLAIMS IN ANY MEDIATION, ARBITRATION, OR LITIGATION FORUM IN CONNECTION WITH ANY CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

J. **YOU ACKNOWLEDGE THAT YOU WOULD NOT SIGN THIS FRANCHISE AGREEMENT IF YOU DID NOT AGREE TO BE BOUND BY ITS TERMS.**

K. **YOU ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS NOT EFFECTIVE UNTIL SIGNED BY US, AND THAT WE WILL NOT SIGN THIS DOCUMENT UNTIL WE HAVE RECEIVED ALL REQUIRED ITEMS, INCLUDING ANY PAYMENTS DUE.**

24. **NO WAIVER OR DISCLAIMER OF RELIANCE IN CERTAIN STATES**.

The following provision applies only to franchisees and franchises that are subject to state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

> No statement, questionnaire, or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

25. **MUTUAL RELEASES AS CONDITION OF RENEWAL**.

A. Subject to the exceptions set forth in this paragraph, you and your Owners, for themselves and all persons and entities claiming by, through or under them, release, acquit and forever discharge us and our present and former officers, employees, shareholders, directors, agents, attorneys, servants, representatives, parents, predecessors, subsidiaries, affiliates, heirs, successors and assigns, in both their individual and corporate capacities (the "GFL Releasees"), from all obligations, claims, debts, demands, covenants, contracts, promises, agreements, liabilities, costs, attorney's fees, actions or causes of action whatsoever, whether known or unknown, which you and your Owners, by themselves, on behalf of, or in conjunction with any other person or entity, have, had or claim to have against the GFL Releasees, including specifically, but not exclusively, and without limiting the generality of the foregoing, any and all claims, demands, actions or causes of action arising out of, pursuant to or related to the Prior Franchise Agreement, the Prior Personal Guaranty, the School, and/or the parties' franchise relationship, and any and all correspondence, representations, certifications, warranties, promises or acts made in reliance upon any one or more of the same, whether oral or written, or based in whole or in part on events occurring prior to the date of this Agreement. Specifically excepted from your and your Owners' release of the GFL Releasees are (a) our obligations under this Agreement; and (b) any liability that we may have under any applicable franchise law of another state to the extent that this release is held by a court of competent jurisdiction to be prohibited under the law of that state.

B. Subject to the exceptions set forth in this paragraph, we, for ourself and all persons and entities claiming by, through or under us, hereby release, acquit and forever discharge you and your Owners from all obligations, claims, debts, demands, covenants, contracts, promises, agreements, liabilities, costs, attorney's fees, actions or causes of action whatsoever, whether known or unknown, which we have, had or claim to have against you and your Owners, including specifically, but not exclusively, and without limiting the generality of the foregoing, any and all claims, demands, actions or causes of action arising out of, pursuant to, or related to the Prior Franchise Agreement, the Prior Personal Guaranty, the School, and/or the parties' franchise relationship, and any and all correspondence, representations, certifications, warranties, promises or acts made in reliance upon any one or more of the same, whether oral or written, or based in whole or in part on events occurring prior to the date of this Agreement. Specifically excepted from our release of you and your Owners are (a) your and your Owners' obligations under this Agreement; (b) any and all claims, causes of action, obligations arising from, under or out of the provisions of the Prior Franchise Agreement, and/or the Prior Personal Guaranty that remain in effect pursuant to the terms of this Agreement as confirmed in Section 1E of this Agreement; (c) for the avoidance of doubt, nothing in this release nor any other provision of this Agreement shall be deemed to relieve you or any of your Owners of any obligations under this Agreement, including but not limited to strict compliance with our methods, standards and specifications, nor deemed to constitute a waiver of any provision of this Agreement or any of our methods, standards and specifications; and (d) any claims asserted against the GFL Releasees by any third party which claims relate to your and your Owners' ownership, occupation or operation of the School and/or to this Agreement, or to the Prior Franchise Agreement or the Prior Personal Guaranty, and you and your Owners specifically agree to indemnify and hold the GFL Releasees harmless from and against any and all costs and expenses, including, without limitation, reasonable costs of investigation, travel, attorney's fees and expert's fees. This indemnification obligation shall be a continuing one and shall not be affected by the termination of the Prior Franchise Agreement, the Prior Personal Guaranty, nor of this Agreement.

[Signature Page Follows]

Intending to be legally bound, the parties have signed this Franchise Agreement as of the date first above written.

FRANCHISEE:

____
Name:
Title:
Address:
Email:

____
Name:
Title:
Address:
Email:

____
Name:
Title:
Address:
Email:

____
Name:
Title:
Address:
Email:

GODDARD FRANCHISOR LLC
1016 West Ninth Avenue
King of Prussia, PA 19406-3107
notices@goddardsystems.com

By: ________________________________

Name: ______________________________

Title:________________________________

SCHEDULE ONE

PERSONAL GUARANTY

PERSONAL GUARANTY

This Personal Guaranty (this "Personal Guaranty") is made and entered into on ________________________, 20__, by the undersigned (each, a "Guarantor"), in favor of Goddard Franchisor LLC, a Delaware limited liability company, with its principal offices in King of Prussia, Pennsylvania ("GFL").

BACKGROUND

A. [Franchisee Entity Name] "Franchisee") entered into a Franchise Agreement with GFL dated ____________, 20__ (the "Franchise Agreement"), pursuant to which Franchisee has been granted the right and has undertaken the obligation to operate The Goddard School® business at [School Address] (the "School").

B. GFL requires that each direct and indirect Owner (as defined in the Franchise Agreement) of Franchisee separately guarantee the obligations of Franchisee under the Franchise Agreement and agree to be bound by all of the provisions of the Franchise Agreement.

C. Each of the undersigned acknowledges and agrees that he, she or it is a direct or indirect Owner of Franchisee.

D. Franchisee and each Guarantor have requested that each Guarantor be permitted to sign this Personal Guaranty to induce GFL to execute the Franchise Agreement. GFL has agreed to this request, on the terms stated in this Personal Guaranty.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, each of the undersigned acknowledges and agrees as follows:

1**.** The BACKGROUND Section at the beginning of this Personal Guaranty contains contractual terms that are not mere recitals.

2. Each of the undersigned hereby unconditionally guarantees unto GFL, its affiliates and its successors and assigns, the prompt, full payment of all sums and amounts whatsoever due, and the timely and full performance of all obligations of Franchisee that are or may become due and owing to GFL, including, but not limited to, all obligations arising out of the Franchise Agreement or any other agreement between GFL, its affiliates and Franchisee relating to the School, any promissory note delivered by Franchisee, and all extensions or renewals thereof, in the same manner and with the same recourse against each of the undersigned, as if the Franchise Agreement or other agreement was signed between GFL and each of the undersigned or any promissory note was signed by each of the undersigned. Without limiting the foregoing, each of the undersigned irrevocably and unconditionally guarantees to GFL and its affiliates: (a) that Franchisee shall pay all amounts to be paid and otherwise comply with all provisions of the Franchise Agreement or any other agreement with GFL or its affiliates concerning the operation of the School; and (b) that if Franchisee defaults in making any such payments or complying with any such provisions, each of the undersigned shall pay forthwith upon demand all amounts due and owing GFL and all damages that may arise as a result of any such non-compliance.

3. Furthermore, each of the undersigned hereby expressly agrees that he, she, or it shall be bound by the terms and conditions of the Franchise Agreement which are binding upon Franchisee,

including the provisions contained in Section 7 (Proprietary Marks), Section 8 (Confidential Operating Manual), Section 9 (Confidential Information), Section 10 (Accounting and Records), Section 12 (Transferability of Interest), Section 14 (Obligations Upon Termination or Expiration), Section 16 (Step-in Rights), Section 17 (Covenants), Section 19 (Independent Contractor and Indemnification), Section 24 (Enforcement) and the general provisions, and any successor or replacement provisions however numbered, as if these provisions were fully rewritten in this Personal Guaranty.

4. In the enforcement of any of its rights against each of the undersigned, GFL and/or its affiliates may proceed as if each of the undersigned was the primary obligor under the Franchise Agreement. Each of the undersigned waives any right to require GFL and its affiliates to first proceed against Franchisee, or any other guarantor or to proceed against or exhaust any security (if any) held by GFL and its affiliates or to pursue any other remedy available to it before proceeding against each of the undersigned. Each of the undersigned's liability under this Personal Guaranty will be joint and several, both with Franchisee and among the other guarantors. Each of the undersigned waives all presentments, demands or performance, notice of non-performance, protest, notice of protest, notices of dishonor and notices of acceptance of this Personal Guaranty and all other notices and legal or equitable defenses to which each of the undersigned may be entitled, and of the existence, creation or incurring of new or additional obligations. No dealings between GFL, its affiliates, and Franchisee shall exonerate, release, discharge or in any way reduce each of the undersigned's obligations hereunder, in whole or in part and in particular and without limiting the generality of the foregoing, GFL may modify or amend the Franchise Agreement, grant any indulgence, release, postponement or extension of time, waive any term or condition of the Franchise Agreement, or any obligation of Franchisee, take or release any securities or other guarantees for the performance by Franchisee of any of its obligations, and otherwise deal with Franchisee as GFL may see fit without affecting, lessening or limiting in any way each of the undersigned's liability. Nothing but payment and satisfaction in full of the obligations owing GFL and its affiliates by Franchisee shall release each of the undersigned from his, hers, or its obligations under this Personal Guaranty. Notwithstanding any assignment for the general benefit of creditors or any bankruptcy or other act of insolvency by Franchisee and notwithstanding any rejection, disaffirmance or disclaimer of the Franchise Agreement, each of the undersigned shall continue to be fully liable. Upon any such assignment for the general benefit of creditors, bankruptcy or other act of insolvency, or the winding up or distribution of any of the assets of Franchisee, GFL's rights shall not be affected or impaired by its omission to prove its claim or to prove its full claim and GFL may prove such claims as it sees fit and may refrain from proving any claim. Neither the liability of any of the undersigned nor the rights of GFL and its affiliates shall in any way be released, diminished, or extinguished or in any way affected by any failure on the part of GFL to assert its rights under this Personal Guaranty. Each of the undersigned agrees that recourse may be made against his or her marital community (if applicable) and his, her, or its separate property and in such order and manner as GFL may elect. Even if Franchisee is deemed not to be liable for any reason, each of the undersigned agrees that he, she, or it will still remain liable and each of the undersigned waives any defenses that he, she, or it might have on account of Franchisee's lack of liability. Until all obligations of Franchisee under the Franchise Agreement have been paid and satisfied in full, each of the undersigned shall have no right of subrogation and waive any right to enforce any remedy which GFL now has or hereafter may have against Franchisee, and further waive any benefit of, and any right to participate in any security now or hereafter held by GFL and its affiliates.

5. This Personal Guaranty shall bind each of the undersigned's heirs, administrators, personal representatives, successors and assigns, and shall inure to the benefit of GFL, its affiliates, and its successors and assigns including, without limitation, any party to whom GFL may assign any interest in the Franchise

Agreement, and each of the undersigned hereby waives notice of any such assignment. All of GFL 's and its affiliates' rights are cumulative and not alternative.

6. Each of the undersigned agrees to pay all expenses paid or incurred by GFL in enforcing the Franchise Agreement and this Personal Guaranty against Franchisee and against each of the undersigned in collecting or attempting to collect any amounts due thereunder and hereunder, including travel, attorneys' fees, expert and investigative fees, if such enforcement or collection is by or through an attorney-at-law.

7. This Personal Guaranty shall be construed under the laws of the Commonwealth of Pennsylvania and any dispute between GFL and each of the undersigned shall be governed by and determined in accordance with the substantive law of the Commonwealth of Pennsylvania, which laws shall prevail in the event of any conflict of law. If GFL moves its corporate headquarters, it shall have the option of determining that the substantive law of the state to which it moves will replace all references to Pennsylvania law in the Franchise Agreement and in this Personal Guaranty, or of continuing to have Pennsylvania law apply. If GFL chooses to have the law of the new state apply, GFL will so notify Franchisee and each of the undersigned within six months of its move, and the chosen law will apply to the parties; except any franchise registration or disclosure law or any franchise relationship law of the new state will only apply where the jurisdictional requirements of the law are otherwise met. Each of the undersigned acknowledges that Franchisee and each of the undersigned have and will continue to develop a substantial and continuing relationship with GFL and its affiliates at its offices in the Commonwealth of Pennsylvania, where its decision-making authority is vested and franchise operations are conducted and supervised. Except for GFL's right to obtain injunctive relief in any appropriate forum, any action arising out of or relating to this Personal Guaranty shall be commenced, conducted and concluded only in a state or federal court of general jurisdiction in the Commonwealth of Pennsylvania for the district or county in which GFL's headquarters are then located. Each of the undersigned irrevocably submits to the jurisdiction of these courts, waives any objection he, she, or it may have to either the jurisdiction or venue of these courts, and agrees not to argue that any of these courts is an inconvenient forum. If GFL moves its corporate headquarters, each of the undersigned acknowledges that he, she, or it will have a substantial and continuing relationship with GFL and its affiliates in the state to which it moves and that any references to Pennsylvania in this paragraph will be deemed to be references to the new state.

8. Any notices required or permitted under this Personal Guaranty shall be in writing and shall be personally delivered or mailed by registered or certified mail, return receipt requested, or sent by overnight courier or email to the respective parties at the address listed on the signature page of this Personal Guaranty unless a different address has been designated in writing by the other party. Any notice by certified or registered mail shall be deemed to have been given at the date and time of mailing. Notices by personal delivery, overnight courier or email shall be effective upon the earlier of the date of delivery of such notice, or the date after the same was sent.

9. EACH OF THE UNDERSIGNED WAIVES TRIAL BY JURY AND WAIVES ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, intending to be legally bound, each of the undersigned has signed this Personal Guaranty on the date stated below.

GUARANTOR(S)

(IF ENTITY):

____
[Name]

By:_________________________________

Name:_______________________________

Title:_______________________________

Date:_______________________________

Address: _______________________
Phone: _________________________
Email: _________________________

(IF INDIVIDUALS):

____
[Signature]

____
[Print Name]

Date:_______________________________

Address: _______________________
Phone: _________________________
Email: _________________________

____
[Signature]

____
[Print Name]

Date:_______________________________

Address: _______________________
Phone: _________________________
Email: _________________________

ACKNOWLEDGED:

GODDARD FRANCHISOR, LLC.

____

By: Timothy J. Dwyer

SVP, Chief Financial Officer

1016 W. Ninth Avenue

King of Prussia, PA 19406

(610) 265-8510

notices@goddardsystems.com

<u>EXHIBIT C-11</u>

RIDER TO LEASE AND COLLATERAL ASSIGNMENT

RIDER TO LEASE AND COLLATERAL ASSIGNMENT
(To be signed when franchisee leases the premises)

THIS RIDER TO LEASE AND COLLATERAL ASSIGNMENT (the "*Rider*") is made and entered into on ____________ 20__ by and among _______________________, a _____________ ("*Landlord*"), ________________, a __________________ ("*Tenant*"), and Goddard Franchisor LLC, a Delaware limited liability company ("*GFL*").

WHEREAS, GFL and Tenant entered into a Franchise Agreement dated _____________, 20__ (the "*Franchise Agreement*") granting Tenant the right to develop and operate The Goddard School® franchised business (the "*School*") at the Premises (defined below);

WHEREAS, this Rider supplements and forms a part of the lease agreement between Landlord and Tenant dated ________________, 20__ (the "*Lease*"), which grants Tenant lease rights for the real property commonly known as _________________ (the "*Premises*") under which Tenant is permitted to operate the School at the Premises;

WHEREAS, Landlord and Tenant desire that this Rider modify the Lease in accordance with the following terms and conditions; and

WHEREAS, GFL and Tenant desire that this Rider, at GFL's election, collaterally assigns, transfers and sets over unto GFL all of Tenant's right, title and interest as tenant in, to and under the Lease.

NOW THEREFORE, in consideration of the foregoing recitals and in further consideration of the mutual terms and conditions set forth below, the parties agree as follows:

1. Collateral Assignment by Tenant.

(a) Tenant hereby assigns, transfers, and sets over unto GFL and, upon GFL's election, assigns, transfers and sets over unto GFL, all of Tenant's right, title and interest as tenant in, to and under the Lease. GFL shall have no liability or obligation of any kind whatsoever arising from or in connection with this assignment or the Lease unless and until GFL takes possession of the Premises and assumes certain obligations of Tenant under the Lease pursuant to the terms of this Rider. Tenant represents and warrants to GFL that Tenant: (i) has full power and authority to so assign the Lease and its interest therein, and (ii) has not previously assigned or transferred, and is not obligated to assign or transfer, any of its interest in the Lease or the Premises.

(b) This assignment is for collateral purposes only and may only be exercised upon the occurrence of any of the following (each, a "*Triggering Event*"): (i) Landlord's receipt of notice from GFL that the Franchise Agreement has been terminated or has expired by its own terms; (ii) GFL's receipt of notice from Landlord of a default by Tenant under the Lease ("*Notice of Default*") which is not cured within the time prescribed thereunder; or (iii) GFL's receipt from Landlord of any commencement of legal proceedings to retake the Premises demised by the Lease ("*Eviction Notice*").

(c) Upon the occurrence of a Triggering Event, Tenant acknowledges and agrees that GFL shall have the right (but no obligation), exercisable upon delivery of written notice to Tenant and Landlord, to take possession of the Premises, expel Tenant from the Premises, and acquire all of Tenant's right, title, and interest as tenant in, to and under the Lease as set forth in this Rider, and GFL is hereby empowered to do so. In such event, Tenant shall have no further right, title or interest in the Lease or the Premises, but shall remain solely liable to Landlord under the Lease for all rents, charges and other obligations owed under the Lease prior to the date upon which GFL assumes possession of the Premises.

(d) Landlord hereby also consents to the foregoing collateral assignment by Tenant and agrees that if GFL takes possession of the Premises pursuant to the collateral assignment, Landlord shall recognize GFL as tenant under the Lease from and after the date upon which GFL assumes possession and provides notice thereof to Landlord, but that GFL shall not be liable for any defaults, past due rents, or other liabilities or obligations of Tenant under or in connection with the Lease prior to such date.

2. Requirement to Provide Notice. Concurrently with giving Tenant any Notice of Default or Eviction Notice, Landlord hereby agrees to notify GFL in writing of such Triggering Event and provide GFL a copy of such notice sent to Tenant. If GFL elects to exercise its rights pursuant to the collateral assignment set forth in Section 1, GFL shall notify Landlord in writing within sixty (60) days of GFL's receipt of such notice from Landlord or GFL's notice to Landlord that the Franchise Agreement has been terminated or has expired by its own terms pursuant to Section 1(b)(ii) that GFL intends to take possession of the Premises.

3. Possession of Premises. If GFL exercises its rights hereunder, Landlord shall cooperate with GFL's efforts to retake the Premises, and if requested, take all action reasonably necessary to deliver possession of the Premises to GFL. Such action shall include termination, eviction, and legal action and GFL shall have no obligation under this Rider until the Premises are lawfully tendered to it.

4. Subsequent Assignment. Landlord agrees that GFL may further assign the Lease to one of its parents, subsidiaries, or affiliates, or to a person or legal entity who is an authorized franchisee of GFL, without Landlord's prior consent being required. Such assignee shall agree to assume Tenant's obligations under the Lease and upon such assignment, GFL shall have no further liability or obligation under the Lease as tenant, lessee or otherwise.

5. De-Identification. Upon termination or expiration of the Franchise Agreement or the Lease, GFL shall have the right to enter the Premises and make all necessary modifications or alterations to the Premises for the removal of all articles which display GFL's Proprietary Marks (as defined in the Franchise Agreement), including all signs, marketing materials, stationery and forms. GFL's right to enter shall not be deemed as trespassing.

6. Restrictive Covenant. Landlord covenants and agrees that for a period of one year following the expiration or termination of the Franchise Agreement and/or the Lease (whichever is later), Landlord, Landlord's officers, principals, shareholders, members, or any of their respective affiliates, shall not directly or indirectly operate a child daycare or preschool learning center or business at the Premises (other than a Goddard School® under an effective franchise agreement with GFL for which Landlord, Landlord's officers, principals, shareholders, members, or any of their respective affiliates is a franchisee). Nothing herein shall prohibit Landlord from entering into a lease or occupancy agreement with a third-party tenant or occupant which is not owned in whole or in part (directly or indirectly) by Landlord or any of Landlord's officers, principals, shareholders, members, or any of their respective affiliates, for the operation of a childcare or early learning center at the Premises.

7. Notices. All notices required to be provided to GFL pursuant to this Rider shall be in writing, sent by recognized overnight courier and delivered as follows;

GFL: Goddard Franchisor, LLC
Attn: Chief Executive Officer
1016 West Ninth Avenue
King of Prussia, PA 19406-3107
With a copy to: notices@goddardsystems.com

Landlord: ______________________________
____
____

Tenant: ______________________________
____
____

8. Delegation. Landlord and Tenant understand and acknowledge that GFL may delegate the performance of any or all of its obligations herein, and the right to exercise any of GFL's rights herein, to an affiliate, manager, agent, independent contractor, or other third-party designee. However, GFL will remain responsible for ensuring that such obligations are performed in accordance with the terms set forth herein.

9. Tenant's Indemnification; Reimbursement. Tenant hereby agrees to indemnify and hold harmless GFL and, if applicable, GFL's designee from and against all claims and demands of any type, kind or nature made by any third party which arise out of or are in any manner connected with Tenant's use and occupancy of the Premises and GFL's exercise of its rights pursuant to this Rider.

10. Reimbursement of Costs. Tenant shall reimburse GFL or its designee, as applicable, for the costs and expenses incurred by GFL in connection with Tenant's default under the Lease and any retaking of the Premises pursuant to this Rider, including, but not limited to, attorneys' fees and litigation expenses incurred in enforcing this Rider and repairs to the Premises.

11. Amendment; Renewal of Lease. The parties agree that no surrender, termination, amendment or modification of the Lease shall be effective or enforceable without the prior written consent of GFL, including by reason of the purchase of the Premises by Tenant or a business entity affiliated with Tenant. Throughout the term of the Franchise Agreement and any renewals thereto, Tenant agrees that it shall elect and exercise all options to extend the term of or renew the Lease not less than 30 days before the last day that such option must be exercised, unless GFL otherwise agrees in writing. Tenant shall send GFL a copy of the notice of exercise concurrently with Tenant's exercise of each such option. If Tenant fails to timely exercise any option to renew the Lease as permitted thereunder, Tenant hereby appoints GFL or its designee as its true and lawful attorney-in-fact to exercise such extension or renewal options in the name, place and stead of Tenant for the sole purpose of effecting such extension or renewal, provided that GFL shall have no obligation to exercise such extension or renewal option.

12. Miscellaneous Terms.

(a) All terms capitalized but not defined herein shall have the meanings set forth in the Lease.

(b) This Rider is binding upon the parties, their successors and assigns. GFL is an intended third-party beneficiary of the Lease. However, Landlord acknowledges that GFL is not a party to the Lease, and has no liability or responsibility thereunder, unless and until GFL expressly agrees in a separate writing to assume the Lease.

(c) The provisions of this Rider will supersede and control any conflicting provisions of the Lease. The parts of the Lease that are not expressly modified by this Rider shall remain in full force and effect.

Intending to be bound, the parties have signed this Rider as of the date first written above.

LANDLORD:

____

By:__________________________________
Name: _______________________________
Title:________________________________

GODDARD FRANCHISOR LLC
1016 West Ninth Avenue
King of Prussia, PA 19406-3107

By:__________________________________
Name: _______________________________
Title:________________________________

TENANT

____
By:__________________________________
Name: _______________________________
Title:________________________________

<u>EXHIBIT C-12</u>

OPTION TO LEASE AGREEMENT AND RIGHT OF FIRST REFUSAL

OPTION TO LEASE AGREEMENT AND RIGHT OF FIRST REFUSAL
(To be signed when franchisee or an affiliate owns the premises)

This Option To Lease Agreement and Right of First Refusal ("*Agreement*") is made _______________, 20____ between Goddard Franchisor LLC ("*GFL*"), a Delaware limited liability company and ____("*Owner*"), having a principal address of ____, and the undersigned Holders (as defined below).

BACKGROUND

A. Owner owns a certain lot or parcel of land, with all improvements located at ____ (the "*Premises*") and shown on Appendix A.

B. On or about ______________________________, the undersigned persons and entity affiliated or under common control with Owner (collectively, "*Franchisees*") and GFL entered into a franchise agreement (the "*Franchise Agreement*") for the establishment and operation of The Goddard School franchise (the "*School*") by Franchisees at the Premises.

C. GFL has approved the Premises as the location of the School conditioned on Owner and the holders of the equity interests in Owner (collectively, the "*Holders*") entering into this Agreement in order to preserve the Premises as the School in the event of the termination of the Franchise Agreement and to create a right of first refusal in favor of GFL.

AGREEMENT

With the Background section incorporated in this Agreement as if set forth in full, in consideration of the mutual promises contained in this Agreement and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. **Grant of Option.** As a material essential condition for the approval of the Premises for the operation of the School, Franchisees hereby assign, transfer and set over unto GFL, its successors and assigns, all of Franchisees' right, title and interest as lessee in, to and under that certain lease, a copy of which is attached hereto respecting the Premises (the "*Lease*"), and GFL shall have the irrevocable right and option (the "*Option*"), upon termination of the Franchise Agreement, to lease the Premises pursuant to the terms and conditions set forth in the Lease, subject to the terms and conditions provided in this Agreement. Owner hereby consents to the above assignment and Option, all on the terms and conditions provided in this Agreement. The above assignment is for collateral purposes only and except as specified herein, GFL shall have no liability or obligation of any kind whatsoever arising from or in connection with this Agreement or the Lease unless GFL takes possession of the Premises demised by the Lease pursuant to the terms hereof and assumes its obligations thereunder. If GFL exercises the Option and takes possession of the Premises, Franchisees and Owner, jointly and severally, agree to indemnify and hold harmless GFL from and against all claims and demands of any type, kind or nature made by any third party which arise out of or are in any manner connected with Franchisees' prior ownership, use or occupancy of the Premises. This Agreement shall continue during the then-current term of the Franchise Agreement, and extend for the Option Period (as defined below) and, if GFL elects to exercise the Option, until Owner recognizes GFL as the lessee under the Lease. If the Lease has expired or been terminated before GFL's exercise of the Option, Owner shall enter into a new Lease with GFL on the same terms as contained in the Lease.

2. **<u>Option Period</u>.** GFL may exercise the Option at any time during a 60-day period (the "*Option Period*") starting on the effective date of a termination notice sent under the Franchise Agreement. If GFL wants to exercise the Option, GFL shall give Franchisees and Owner written notice before midnight on the 60^{th} day of the Option Period. During the Option Period, GFL shall have the right to inspect the Premises and all of Owner's books and records relating to the Premises. Franchisees shall also permit GFL to inspect all of Franchisees' books and records relating to operation of the School, including but not limited to all financial records and statements for the past 3 full fiscal years.

3. **<u>Terms of Lease</u>.** If GFL exercises the Option, within five days after Owner's receipt of written notice from GFL advising Owner of GFL's election to exercise the Option, Owner shall take all action necessary to retake the Premises and deliver same to GFL. Such action shall include termination, eviction and (if necessary) legal action and GFL shall have no obligation under the Option and the Lease until the Premises are lawfully tendered to GFL. If GFL takes possession of the Premises demised by the Lease and confirms to Owner the assumption of the Lease by GFL as lessee thereunder, Owner shall recognize GFL as lessee under the Lease and GFL shall occupy the Premises under the terms and conditions of the Lease, including payment of the rent reserved in the Lease. Owner shall deliver possession of the Premises to GFL, free and clear of all rights of Franchisees and any third parties whatsoever.

Rent shall begin to accrue when GFL is in possession of the Premises, free and clear of any rights of Franchisees or any third parties. GFL shall be entitled, at its option, to offset against rent payable by GFL under the Lease all amounts required to cure Franchisees' defaults under the Franchise Agreement or any other agreement between the parties relating to the School.

4. **<u>Owner's Representations and Warranties</u>.** Owner represents and warrants as follows:

(A) Owner holds fee simple title to the Premises;

(B) This Agreement has been duly signed and delivered by Owner and constitutes the legal and binding obligation of the Owner, enforceable by its terms;

(C) The signing and delivery by Owner of this Agreement and the consummation of the transactions contemplated by this Agreement, and the performance by Owner of Owner's obligations under this Agreement shall not conflict with, or result in any violation, termination of, or default under (either immediately or with notice or lapse of time), or create any right of acceleration of any lien, charge or encumbrance pursuant to any provision of any agreement, contract, mortgage, lease, license or other instrument to which the Owner or the Premises are bound; and

(D) If GFL does not exercise the Option under this Agreement, GFL shall have the right (but not the obligation) to enter the Premises and make all necessary modifications or alterations to the Premises for the removal of all articles which display GFL's proprietary Marks (as defined in the Franchise Agreement), including all signs, marketing materials, stationery and forms. GFL's right to enter shall not be deemed as trespassing. This paragraph does not relieve Franchisees of any of their obligations under the Franchise Agreement, including the obligation to de-identify the premises post-termination.

5. **<u>Appointment of GFL as Agent</u>.** Franchisees hereby designate and appoint GFL as their authorized agent to sign any and all documents and take all action as may be necessary or desirable to effectuate the performance of any and all of Franchisees' duties under this Agreement in the event of termination of the Franchise Agreement and GFL's exercise of the Option. Franchisees agree to peaceably and promptly vacate the Premises and to remove Franchisees' personal property therefrom upon receipt of GFL's written notice of its exercise of the Option and its rights under this Agreement. Any property not so removed within 10 days following Franchisees' receipt of such written notice shall be deemed abandoned.

6. **<u>GFL's Right to Assign and/or Sublease</u>.** Notwithstanding any provisions to the contrary in the Lease, GFL reserves the right to assign the Option and/or the Lease (if GFL has exercised the Option) to an affiliate, subsidiary or franchisee of GFL without the consent of Owner and without recourse, provided

that the assignee shall sign and deliver to Owner an assumption agreement by which the assignee agrees to assume GFL's obligations under this Agreement and/or the Lease. GFL shall be relieved of any further liability upon the assumption by the assignee of GFL's obligations.

7. <u>GFL's Right of First Refusal</u>. GFL shall have a right of first refusal to purchase the Premises or any direct or indirect interest in the Premises according to the following procedures:

(A) If, at any time during the term of the Franchise Agreement or within 90 days after termination of the Franchise Agreement, Owner wants to sell or otherwise transfer the Premises, including the sale of an equity interest in Owner by one or more of the Holders, Owner must first give GFL notice (the "*Offer Notice*"). The Offer Notice must contain: (i) the price and terms of the offer; (ii) the name and address of the proposed purchaser; (iii) a copy of the proposed sales contract; and (iv) any other information that GFL may request to evaluate the offer. The Offer Notice will constitute an offer by Owner or the Holders, as the case may be, to sell to GFL the Owner's interest in the Premises (or the Holders' equity interests) on the price and terms set forth in the Offer Notice. Notwithstanding anything to the contrary in this Agreement, GFL's right of first refusal and the requirement to provide GFL with an Offer Notice shall apply only to transfers to third parties and shall not apply to any transfer of equity interests by the Holders among the Holders or their immediate family members. GFL may not exercise the right of first refusal if a proposed transfer is between or among individuals (including members of their immediate families) who, at the time of the proposed transfer, have an ownership interest in the Franchisees or the franchise or the School, and who have guaranteed the Franchisees' obligations under a then-outstanding indebtedness which is guaranteed by the United States Small Business Administration ("*SBA*").

(B) If GFL wants to accept this offer, GFL shall give Owner written notice (the "*Acceptance Notice*") within 30 days of GFL's receipt of the last of the required information. During this 30-day period, GFL shall have the right to inspect the Premises and all of Owner's books and records relating to the Premises. Franchisees shall also permit GFL to inspect all of Franchisees' books and records relating to operation of the School, including but not limited to all financial records and statements for the past three fiscal years. GFL's acceptance shall be on the same terms as stated in the Offer Notice, except the closing will be extended to 60 days after the date of the Acceptance Notice and GFL shall have the right to substitute equivalent cash for any non-cash consideration included in the offer. If GFL and Owner cannot agree within a reasonable time on the equivalent cash for any non-cash consideration, the fair market value of the non-cash consideration at issue shall be determined by an independent appraiser selected by agreement of Owner and GFL (the cost of the appraisal to be shared equally). If Owner and GFL are unable to select an independent appraiser within 10 business days from either party's written notice to the other requesting appraisal, each party shall appoint an appraiser within five business days after receiving notice to do so from the other party and the two appraisers shall jointly appoint a third independent appraiser which independent appraiser shall determine the fair market value of the non-cash consideration at issue, which determination shall be final and binding on the parties. If either party fails to appoint their party-appraiser within the time period permitted, the party failing to appoint its appraiser shall be deemed to have waived its right to an appraiser. In this event, the non-waiving party's appraiser shall perform the appraisal and such appraisal shall be binding on both Owner and GFL. Each party will bear the cost of the appraiser selected by it, and the cost of the third appraiser will be shared equally by the parties. If the Offer Notice involves property or assets not related to the operation of the School, GFL shall have the option to purchase only the property or assets related to the operation of the School or to purchase all of the offered property and assets, and the purchase price will be allocated accordingly, with disputes resolved through the appraisal process described in this paragraph. GFL shall have the right to substitute its own form of sales contract providing the same economic terms as in the contract delivered with the Offer Notice. If GFL elects to use the original form of sales contract, GFL may add all customary warranties and representations given by a seller, including those concerning ownership, condition, title, liens and encumbrances, validity of contracts and truth, accuracy and completeness of material information and issuance of equity interests.

(C) If GFL rejects the offer in writing, or if GFL does not give Owner the Acceptance Notice within 30 days, GFL will be deemed to have rejected the offer and Owner or Holders may, subject to the other provisions of this Agreement, sell Owner's interest in the Premises (or the Holders' equity interests) to a qualified third party on the price and terms in the Offer Notice but not on terms more favorable to the transferee than those in the Offer Notice. Owner or Holders must complete the sale to the proposed purchaser within 60 days after GFL rejects the offer or GFL will again have the right of first refusal provided in this Section 7.

(D) GFL may assign its right of first refusal to any affiliate, subsidiary or franchisee.

(E) The right of first refusal contained in this Section 7 does not apply to transfers to an entity for convenience of ownership, a transfer to an affiliate, an heir, trustee or mortgagee, or a transfer of the equity interests in Owner by the Holders among the Holders or their family members as provided above, but the provisions of Section 8 shall apply, as applicable, and any transferee of an equity interest in Owner shall agree to become a party to this Agreement as a condition of the transfer.

(F) GFL's right to approve or to disapprove a proposed transfer or transferee, or to exercise its right of first refusal with respect to a transfer of a controlling interest in Franchisees or the franchise or the School, shall not be affected by any of the foregoing provisions.

8. **Remedies and Additional Provisions.** Except as provided below, this Agreement shall run with the land and be binding upon the parties hereto and their successors, assigns, executors and administrators and representatives. The rights and obligations contained in this Agreement shall continue, notwithstanding changes in the person or entity that may hold any leasehold or ownership in the land or building. Notwithstanding the above, if Owner desires to transfer the Premises to a third party not affiliated with Franchisees or Holders desire to transfer any of their equity interests in Owner to such third party ("*Third Party Transferee*"), Owner or Holders may do so, after first offering such interests to GFL pursuant to the right of first refusal provided in Section 7, and if GFL does not elect to purchase the Premises or the equity interests, this Agreement and the Option shall terminate as to the Premises or the equity interests, as applicable, provided the following conditions are satisfied as required under Section 6A of the Franchise Agreement to provide GFL with a rider to the lease and collateral assignment as if Franchisees had leased the Premises from an unrelated third party originally:

(A) Franchisees and Third Party Transferee (or Owner in the case of a transfer of equity interests) enter into a lease (the "*Third Party Lease*") which has been approved by GFL, which consent will not be unreasonably withheld or delayed; and

(B) The Third Party Lease contains certain provisions including that:

i. the Premises shall be used only as The Goddard School;

ii. no part of the Premises may be assigned or subleased except as part of a sale of the School approved by GFL;

iii. GFL shall have the right to enter the Premises to inspect and make any modifications GFL deems necessary to protect GFL's proprietary marks;

iv. GFL shall have the right to receive an assignment of the Third Party Lease on termination of the Franchise Agreement; and

v. Franchisees shall not make any changes to the School building or Premises without GFL's consent.

Upon delivery of a rider to the Third Party Lease and collateral assignment in a form GFL requires signed by Third Party Transferee (or Owner), Franchisees and GFL, this Agreement and the Option shall automatically terminate. The parties agree to sign and record any documents reasonably necessary to evidence the termination of this Agreement and the Option.

Similarly, if Franchisees transfer the School to a third party not affiliated with Franchisees ("*Third Party Franchisee*"), and Owner retains ownership of the Premises, and the transfer is in compliance with the requirements contained in the Franchise Agreement, including that Owner and Third Party Franchisee enter into a Third Party Lease which has been approved by GFL, which consent will not be unreasonably withheld or delayed, and the above conditions concerning the Third Party Lease contained in paragraph (B) above of this Section 8 are satisfied as required under Section 6A of the Franchise Agreement to provide GFL with a rider to the lease and collateral assignment as if Third Party Franchisee had leased the Premises from an unrelated third party owner originally, then this Agreement and the Option shall terminate.

The parties agree that GFL's rights under this Agreement do not, and are not intended to, compromise, prejudice or supersede the rights arising from any lien associated with the procurement of the initial funding used by Owner to purchase the Premises. The parties agree, however, that with respect to any subsequent liens that Owner allows to be placed on the Premises associated with a future mortgage or deed of trust, GFL's rights hereunder may be subordinated to the subsequent lien if the mortgagee or trustee agrees in writing, in a form acceptable to GFL, to recognize, honor and not disturb GFL's right to exercise the Option to elect to lease the Premises and enter into the Lease as set forth in this Agreement. If GFL exercises the Option, GFL shall, at the request of the mortgagee or trustee, deliver all subsequent lease payments to such mortgagee or trustee until the earlier of (i) the termination of the lease rights arising from the Option; or (ii) the satisfaction of the mortgage or deed of trust lien. In addition, if GFL exercises the Option, GFL has the right, at its option, to elect to make lease payments directly to the mortgagee or trustee in lieu of making such lease payments to Owner. If GFL does elect to make lease payments directly to the mortgagee or trustee in lieu of making lease payments to Owner, Owner agrees that such lease payments shall be a substitute for, and shall fully satisfy, GFL's rental obligations to Owner under the Lease. Owner further acknowledges and agrees that if Owner fails to timely make any payments due to any mortgagee or trustee under any mortgage or deed of trust associated with the Premises, GFL shall have the right, at its option, to make any such payments on behalf of Owner, to cure any defaults incurred by Owner and to take any other action that GFL, in its sole business judgment, deems necessary to protect any rights acquired by GFL through its exercise of the Option. In the event that GFL makes any payment to a mortgagee or trustee on behalf of Owner, or otherwise is required to incur expense to protect its rights acquired by exercise of the Option, Owner agrees to reimburse GFL for those payments and expenses, or, at GFL's option, to offset the amount of those payments and expenses against future lease payment or other monetary obligations that GFL may owe to Owner.

Any party may record this Agreement or documents related to or evidencing this Agreement in accordance with applicable law, at its own cost. Any party may seek equitable relief or injunctive relief including specific performance for actual or threatened violation or non-performance of this Agreement by any other party. Owner shall indemnify GFL against any damages incurred as a result of the lack of recordation, including but not limited to damages arising out of Owner's sale of the Premises or Holders' sale of their equity interests to a third party without notice of GFL's rights. Such remedies shall be in addition to all other rights provided for in this Agreement or by law.

9. **Multiple Owners.** If more than one person or entity has an ownership interest in the Premises or in the entity owning the Premises, the obligations of each such person under this Agreement shall be joint and several. No change in marital or other legal status between any of the parties to this Agreement will alter or limit that joint and several liability without GFL's express written release, which release may be withheld in GFL's sole business judgment.

10. **Delegation**. Owner, Holders, and Franchisees understand and acknowledge that GFL may delegate the performance of any or all of its obligations under this Agreement, and the right to exercise any of GFL's rights under this Agreement, to an affiliate, manager, agent, independent contractor, or other third party designee. However, GFL will remain responsible for ensuring that such obligations are performed in accordance with the terms of this Agreement.

11. **<u>Notices</u>.** Any notices required or permitted under this Agreement shall be in writing and shall be personally delivered or mailed by registered or certified mail, return receipt requested, or sent by overnight courier or email to the respective parties at the address listed on the signature page of this Agreement unless a different address has been designated in writing by the other party. Any notice by certified or registered mail shall be deemed to have been given at the date and time of mailing. Notices by personal delivery, overnight courier, or email shall be effective upon the earlier of the date of delivery of such notice, or the date after the same was sent.

THE PARTIES WOULD NOT SIGN THIS AGREEMENT IF THEY DID NOT AGREE TO BE BOUND BY ITS TERMS.

[Signature Page Follows]

The parties execute this Option to Lease and Right of First Refusal Agreement as of the date first written above.

OWNER:

By:___________________________________
Name:
Address:
Email:_________________________________

HOLDERS:

____
Name:
Address:
Email:_________________________________

____
Name:
Address:
Email:_________________________________

FRANCHISEES:

By:___________________________________
Name:
Address:
Email:_________________________________

____
Name:
Address:
Email:_________________________________

____
Name:
Address:
Email:_________________________________

GODDARD FRANCHISOR LLC
1016 West Ninth Avenue
King of Prussia, PA 19406-3107
Email: notices@goddardsystems.com

By: _________________________________
Name:
Title:

OPTION TO LEASE AGREEMENT AND RIGHT OF FIRST REFUSAL

APPENDIX A

PREMISES

<u>EXHIBIT C-13</u>

GODDARD FRANCHISOR LLC

ASSIGNMENT AND ASSUMPTION AGREEMENT
(PARTNERSHIP, CORPORATION or LIMITED LIABILITY COMPANY)

GODDARD FRANCHISOR LLC
<u>ASSIGNMENT AND ASSUMPTION AGREEMENT</u>

(PARTNERSHIP, CORPORATION or LIMITED LIABILITY COMPANY)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "*Agreement*") is made and entered into on ________________________________, _____, by and among **GODDARD FRANCHISOR LLC**, a Delaware limited liability company, with its principal offices at 1016 West Ninth Avenue, King of Prussia, Pennsylvania 19406-3107 ("*GFL*"), and the undersigned [Name1] and [Name2] (collectively, "*Assignor*"), and____, ("*Assignee*") a _______ _____________ [corporation/limited liability company] owned and controlled by [Assignor/Name1/Name2].

BACKGROUND

A. Assignor and GFL entered into a certain Franchise Agreement dated _________________ _______, _____ (the "*Franchise Agreement*") whereby Assignor was given the right and undertook the obligation to operate The Goddard School franchise at the following location (the "*School*")

____

____

____

____

B. [Assignor/Name1/Name2] has organized and incorporated Assignee for the convenience and purpose of owning and operating the School.

C. Assignor desires to assign its rights and obligations under the Franchise Agreement to Assignee pursuant to and in accordance with the provisions of the Franchise Agreement.

D. GFL is willing to consent to the assignment of the Franchise Agreement to Assignee, subject to the terms and conditions of this Agreement, including Assignor's agreement to guarantee the performance by Assignee of its obligations under the Franchise Agreement and to continue to be bound by all of the provisions of the Franchise Agreement.

AGREEMENT

In consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignor hereby assigns and transfers over to Assignee all of its right, title and interest in and to the Franchise Agreement, effective as of the date hereof.

2. Assignee hereby assumes all of Assignor's obligations, agreements, commitments, duties and liabilities under the Franchise Agreement, and agrees to be bound by and observe and faithfully perform all of the obligations, agreements, commitments and duties of the Franchisee thereunder with the same force and effect as if the Franchise Agreement were originally written with Assignee as Franchisee.

3. Assignor agrees that Assignor shall continue to be bound by the terms and conditions of the Franchise Agreement which shall remain applicable to Assignor, including the provisions contained in Section 7 (Proprietary Marks), Section 8 (Confidential Operating Manual), Section 9 (Confidential Information), Section 10 (Accounting and Records), Section 12 (Transferability of Interest), Section 14 (Obligations Upon Termination or Expiration), Section 16 (Covenants), Section 18 (Independent

Contractor and Indemnification), Section 23 (Enforcement) and the general provisions, and that nothing contained in this Agreement shall be deemed to relieve Assignor of any of these obligations. Assignor further agrees to, and by this instrument does hereby, guarantee the performance by Assignee, in the same manner and with the same recourse against Assignor, as if Assignor were the Franchisee, of all of Assignee's obligations, commitments, duties and liabilities under the Franchise Agreement. Without limiting the foregoing, Assignor irrevocably and unconditionally guarantees to GFL: (i) that Assignee shall pay all amounts to be paid and otherwise comply with all provisions of the Franchise Agreement or any other agreement with GFL or its affiliates concerning the operation of the School; and (ii) that if Assignee defaults in making any such payments or complying with any such provisions, Assignor shall pay forthwith upon demand all amounts due and owing GFL and all damages that may arise as a result of any such non-compliance.

4. In the enforcement of any of its rights against Assignor, GFL may proceed as if Assignor were the primary obligor under the Franchise Agreement. Assignor waives any right to require GFL to first proceed against Assignee or to proceed against or exhaust any security (if any) held by GFL or to pursue any other remedy available to it before proceeding against Assignor. Assignor waives notice of demand for payment, protest, notice of protest and notice of default, and all other notices and legal or equitable defenses to which Assignor may be entitled. No dealings between GFL and Assignee shall exonerate, release, discharge or in any way reduce the obligations of Assignor hereunder, in whole or in part and in particular and without limiting the generality of the foregoing, GFL may modify or amend the Franchise Agreement, grant any indulgence, release, postponement or extension of time, waive any term or condition of the Franchise Agreement, or any obligation of Assignee, take or release any securities or other guarantees for the performance by Assignee of any of its obligations, and otherwise deal with Assignee as GFL may see fit without affecting, lessening or limiting in any way the liability of Assignor. Nothing but payment and satisfaction in full of the obligations owing GFL by Assignee shall release Assignor from Assignor's obligations under this Agreement. Notwithstanding any assignment for the general benefit of creditors or any bankruptcy or other act of insolvency by Assignee and notwithstanding any rejection, disaffirment or disclaimer of this Agreement or the Franchise Agreement, Assignor shall continue to be fully liable. Upon any such assignment for the general benefit of creditors, bankruptcy or other act of insolvency, or the winding up or distribution of any of the assets of Assignee, GFL's rights shall not be affected or impaired by its omission to prove its claim or to prove its full claim and GFL may prove such claims as it sees fit and may refrain from proving any claim. Neither the liability of Assignor nor the rights of GFL shall in any way be released, diminished, or extinguished or in any way affected by any failure on the part of GFL to assert its rights under this Agreement.

5. This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns.

6. Assignor and Assignee agree that this Agreement takes effect when accepted and signed by GFL in Pennsylvania. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania and any dispute between the parties shall be governed by and determined in accordance with the substantive law of the Commonwealth of Pennsylvania, which laws shall prevail in the event of any conflict of law. If GFL moves its corporate headquarters, it shall have the option of determining that the substantive law of the state to which it moves will replace all references to Pennsylvania law in this Agreement, or of continuing to have Pennsylvania law apply. If GFL chooses to have the law of the new state apply, GFL will so notify Assignor and Assignee within six months of its move, and the chosen law will apply to the parties; except any franchise registration or disclosure law or any franchise relationship law of the new state will only apply where the jurisdictional requirements of the law are otherwise met. Assignor and Assignee acknowledge that they have and will continue to develop a substantial and continuing relationship with GFL at its offices in the Commonwealth of Pennsylvania, where its decision-making authority is vested and franchise operations are conducted and supervised. Except for GFL's right to obtain injunctive relief in any appropriate forum, any action arising out of or relating to this Agreement

shall be commenced, conducted and concluded only in a state or federal court of general jurisdiction in the Commonwealth of Pennsylvania for the district or county in which GFL's headquarters are then located. Assignor and Assignee irrevocably submit to the jurisdiction of these courts, waive any objection they may have to either the jurisdiction or venue of these courts and agree not to argue that any of these courts is an inconvenient forum. If GFL moves its corporate headquarters, Assignor and Assignee acknowledge that they will have a substantial and continuing relationship with GFL in the state to which it moves and that any references to Pennsylvania in this paragraph will be deemed to be references to the new state.

7. Assignor and Assignee understand and acknowledge that GFL may delegate the performance of any or all of its obligations under this Agreement, and the right to exercise any of GFL's rights under this Agreement, to an affiliate, manager, agent, independent contractor, or other third party designee. However, GFL will remain responsible for ensuring that such obligations are performed in accordance with the terms of this Agreement.

8. This Agreement shall constitute the entire integrated agreement between the parties with respect to the subject matter contained herein and shall not be subject to change, modification, amendment or addition without the express written consent of all the parties.

9. If GFL retains the services of legal counsel to enforce the terms of this Agreement, GFL shall be entitled to recover all costs and expenses, including travel, attorneys', expert and investigative fees, incurred in enforcing the terms of this Agreement.

10. Any person executing this Agreement on behalf of a corporate entity represents and warrants that he/she is duly authorized to bind the corporate entity.

11. The obligations of Assignor and Assignee under this Agreement shall be joint and several.

I WOULD NOT SIGN THIS AGREEMENT IF I DID NOT AGREE TO BE BOUND BY ITS TERMS.

Intending to be legally bound, the parties execute this Agreement as of the date first written above.

ASSIGNOR:

____
Name:
Address:

____
Name:
Address:

____
Name:
Address:

____
Name:
Address:

ASSIGNEE:

By: ______________________________

Name: ______________________________

Title:______________________________

GODDARD FRANCHISOR LLC
1016 West Ninth Avenue
King of Prussia, PA 19406-3107

By: ______________________________

Name: ______________________________

Title:______________________________

EXHIBIT C-14

DISCLOSURE ACKNOWLEDGEMENT STATEMENT

NOTE: THIS DISCLOSURE ACKNOWLEDGEMENT STATEMENT SHALL NOT BE COMPLETED OR SIGNED BY YOU, AND WILL NOT APPLY, IF THE OFFER OR SALE OF THE GODDARD SCHOOL FRANCHISE IS SUBJECT TO THE STATE FRANCHISE REGISTRATION/DISCLOSURE LAWS IN THE STATES OF CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.

DO NOT SIGN THIS DISCLOSURE ACKNOWLEDGEMENT STATEMENT IF THE FRANCHISE IS TO BE OPERATED IN, OR YOU ARE A RESIDENT OF, CALIFORNIA OR MARYLAND.

DISCLOSURE ACKNOWLEDGEMENT STATEMENT

(To be signed when applicant signs Preliminary Agreement and franchisee signs Franchise Agreement)

GODDARD FRANCHISOR LLC ("*GFL*") through the use of this document, desires to ascertain that I, ____ fully understand and comprehend that the purchase of The Goddard School franchise is a business decision, complete with its associated risks, and that it is the company policy of GFL to verify that I am not relying upon any statements, representations, promises or assurances during the negotiations for the purchase of the franchise which are not contained in GFL's disclosure document and which have not been authorized by GFL.

1. I recognize and understand that the business risks, which exist in connection with the purchase of any business, make the success or failure of the franchise subject to many variables, including my skills and abilities, the number of hours I work, competition, interest rates, the economy, inflation, school location, operation costs, lease terms and costs and the marketplace. I hereby acknowledge that I am willing to undertake these business risks.

2. I have had the opportunity to seek professional assistance and to have professionals review the franchise documents and to consult with me regarding the risks associated with the purchase of the franchise.

3. I agree that the decision to enter into this business risk is in no manner based upon any representations, assurances, warranties, guarantees or promises made by GFL or its affiliates as to the likelihood of success of the franchise. I further acknowledge that I have not received any information concerning actual, average, projected or forecasted franchise sales, profits or earnings, except for the information contained in GFL's disclosure document and except for the actual records of an existing school that I was considering buying, if applicable. **If I believe that I have received information concerning actual, average, projected or forecasted franchise sales, profits or earnings other than the information contained in GFL's disclosure document, or other than actual records of an existing school that I was considering buying, this additional information is described in the space below; or, if I have received no such information, I have written "None" below.**

____

____

4. I acknowledge that I received GFL's disclosure document at least 14 calendar days before I signed the Preliminary Agreement and/or Franchise Agreement or other binding franchise related agreement or paid GFL or its affiliates any monies, refundable or otherwise, or earlier in the sales process if I requested it, or sooner if required under state law (at least 10 business days in Michigan, and at least the earlier of 10 business days (14 calendar days in Iowa) or the first personal meeting in Iowa and New York).

I also acknowledge receipt of the Preliminary Agreement and/or Franchise Agreement and other signature documents, with all blanks completed and with any amendments and exhibits, at least seven calendar days before I signed the agreement, not including merely inserting my name and address and other information, or incorporating any changes that were a result of negotiated changes I requested and had an opportunity to review before signing the agreement. I acknowledge that before furnishing a disclosure document to me, GFL's or its affiliate's employee or agent advised me of the formats in which the disclosure document is made available and any prerequisites for obtaining and conditions necessary for reviewing the disclosure document in a particular format. This Disclosure Acknowledgement Statement will survive the execution and delivery of any Preliminary Agreement and the Franchise Agreement.

Acknowledged and accepted this ___day of ______________________________, 20__.

______________________________ Name: Address:	______________________________ Name: Address:
______________________________ Name: Address:	______________________________ Name: Address:

EXHIBIT C-15.1

CONFIDENTIALITY AGREEMENT
(for trained employees of and others associated with the franchisee)

CONFIDENTIALITY AGREEMENT
(for trained employees of and others associated with the franchisee)

In consideration of my being a ___________________________ [fill in relationship to the franchisee, for example, director, employee, designated on-site operator, vendor] of ______________________________ ___________________________ [fill in name of franchisee] d/b/a The Goddard School located in __________________ ("*you*"), the disclosure to me of certain confidential information and trade secrets, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, I acknowledge and agree that:

1. You have acquired the right and franchise from **GODDARD FRANCHISOR LLC**, a Delaware limited liability company (the "*Franchisor*") to establish and operate a school offering primarily preschool learning programs and care for children between six weeks and 6 years of age under the name **The Goddard School®** (the "*School*") and the limited right to use in the operation of the School the Franchisor's registered trade names, trademarks and service marks, including the service mark **The Goddard School®** (the "*Marks*") and the Franchisor's system for operation and management of **The Goddard School®** businesses (the "*System*"), as they may be changed, improved and further developed from time to time in the Franchisor's sole business judgment.

2. In my position with you described at the beginning of this Agreement, you and/or the Franchisor may disclose Confidential Information to me. Confidential Information means information, or a compilation of information, in any form (tangible or intangible), related to the System and any other aspects of your or the Franchisor's business that the Franchisor has not made public or authorized public disclosure of and that is not already generally known to the public or to other persons who might obtain value or competitive advantage from its disclosure or use. The Franchisor's Confidential Information includes, but is not limited to: the Manual (the "Manual") and its contents, and other business methods; business plans and analysis; marketing plans and strategies; information regarding franchisees and prospective franchisees; research and development data; trade secrets; copyrightable materials; knowledge, know-how, methods and techniques; computer programs; innovations and un-patented inventions; and information about third parties (including, but not limited to, customers and franchisees) that such third parties provide to you or the Franchisor in confidence (such as financial or personal information, student lists, and student information).

3. I acknowledge that the System is unique and not available to the general public, and that I do not have, and will not acquire, any ownership interest in the System, the Marks, the Manual or other Confidential Information. Confidential Information is owned by the Franchisor, includes trade secrets of the Franchisor, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I will hold in strict confidence all Confidential Information. I will not use, copy, disclose or divulge any part of the Manual or other Confidential Information that has been or may be communicated or disclosed to me or that I may learn in my position with you, other than disclosure to other employees of yours, as needed to fulfill my employment responsibilities, but only to the extent necessary. The use or duplication of Confidential Information for any use outside of my employment is unauthorized and is strictly prohibited. My obligations under this paragraph shall survive the termination of my employment. If an additional time limitation on this restriction is required by law in order for it to be enforceable, then this restriction shall be limited to a period of three years following the termination of my employment for any information that does not qualify as a trade secret. Trade secret information will remain protected at all times and nothing herein shall be construed to reduce or diminish the applicability of trade secret protections, statutory or common law, that apply to the Franchisor's trade secrets independent from this Agreement. Nothing herein shall be construed to require withholding information in violation of any applicable state or federal law, or to prohibit the reporting of information where doing so is protected by law.

4. I will only have the right to use Confidential Information for the purpose it is disclosed to me in my capacity with you unless the Franchisor otherwise grants me permission in writing. For example, if I am an employee, I may use Confidential Information only in the performance of my duties in the operation of the School. I will continue not to disclose any Confidential Information and I will not use any Confidential Information for my own benefit or the benefit of any other person even after I cease my relationship with you unless I can demonstrate that the information has become generally known or easily accessible other than by my breach of this Agreement or your breach of an obligation to the Franchisor or unless the Franchisor otherwise grants me permission in writing.

I agree to protect all user IDs, passwords, or other login and user authentication credentials, issued by you and/or the Franchisor, as Confidential Information. I agree not to share these credentials with anyone who does not have a business need to know and use this information. I also agree to immediately report to you and Franchisor if I discover or suspect that login credentials may have been compromised or accessed by unauthorized persons.

5. I will disclose promptly to you any idea, improvement, invention, concept, technique, copyright eligible work, intellectual property, software or material that I conceive, develop, discover, create or reduce to practice (a) concerning the System, including any aspects of the System or any Confidential Information, or (b) that results from work I perform for you, perform on your time, or perform using your property or resources; all such works and materials being referred to as "Inventions and Intellectual Property" or "IIP". I hereby grant and assign to the Franchisor my entire right, title, and interest in and to any and all IIP that I conceive, discover, develop, create or reduce to practice, alone or with others, during employment with you, regardless of whether such occurs during regular working hours. The Franchisor shall exclusively own all rights, moral or otherwise, in all IIP. To the extent that I retain any moral rights under applicable law, I hereby ratify and consent to any action that may be taken or authorized by the Franchisor with respect to such moral rights and agree not to assert any moral rights with respect thereto. Any copyrightable IIP is a "work for hire" under the Copyright Act, and the Franchisor shall be considered the author and owner of these copyrightable works. If an item of IIP does not qualify as a work made for hire by me, by signing this Agreement, I hereby assign to Franchisor ownership of any and all rights in such IIP. Franchisor may use IIP and any other information provided by me in any manner deemed appropriate by Franchisor without additional compensation to or consent by me. While employed by you, and as necessary thereafter, I shall, upon your request, promptly execute all applications, assignments, or other instruments to apply for and obtain invention rights, patents, patent applications, letters patent, copyrights, trademarks, and reissues of any of these rights in and on IIP within the United States and foreign countries that are necessary to secure for Franchisor the complete benefit of the IIP and to confirm this present assignment of the sole and exclusive rights, title, and interest in and to my right in and to IIP. **Where required by state law, I understand that the provisions of this Agreement requiring assignment of IIP do not apply to any IIP for which none of your equipment, supplies, facilities or trade secret information was used and which was developed entirely on my own time, unless (a) the invention relates directly to your business or actual or demonstrably anticipated research or development, or (b) the invention results from any work I performed for you.**

6. I agree that, at the time I leave your employment, I will deliver to you (and will not keep in my possession, recreate or deliver to anyone else) any and all data, information, documents or other property (in "hard" format, electronic or otherwise), or reproductions of any the aforementioned items, developed by me pursuant to my employment with you or otherwise belonging to you, including any and all Confidential Information.

7. Except as otherwise approved in writing by the Franchisor, I will not, (A) at any time, do or perform, any act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System, and (B) while in my capacity relative to Franchisee and the Franchised Business and for three years

after my relationship with Franchisee and the Franchised Business and the Company ceases or terminates, regardless of the cause, either directly or indirectly, for myself or through, on behalf of, or in conjunction with any other person(s), partnership, association, corporation, limited liability company or other entity, do any of the following: (i) divert or attempt to divert any business or customer of the Franchised Business to any competitor, by direct or indirect inducement or otherwise; and/or (ii) own, maintain, engage in, be employed by, lease real estate to, consult with or assist in any way, finance, have an interest in or perform any services in any capacity for any child daycare or preschool learning center or business (other than the Franchised Business or another licensed The Goddard School® business that I operate); provided that after my relationship with Franchisee and the Franchised Business and the Company ceases or terminates, the covenant in this subsection (ii) will restrict me from being involved with a competing business only if the competing business is at the premises of the Franchised Business or within a radius of 10 miles of the Franchised Business or any existing or proposed The Goddard School® business (other than a business under an effective Franchise Agreement with the Company that I operate). This restriction does not apply to my ownership of less than a 5% beneficial interest in the outstanding securities of any publicly-held corporation.

8. I agree that each of the covenants above will be construed as independent of the others and of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which the Franchisor is a party, I expressly agree to be bound by any lesser covenant included within the terms of the covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

9. I understand and acknowledge that the Franchisor will have the right to reduce the scope of any covenant set forth in this Agreement, or any portion of any covenant, without my consent, effective immediately upon receipt by me of written notice; and I agree to comply with any covenant as so modified.

10. The Franchisor is a third-party beneficiary of this Agreement and may, directly or through its designee, enforce it, solely and/or jointly with you. I am aware that my violation of this Agreement will cause you and the Franchisor irreparable harm; therefore, I acknowledge and agree that you and/or the Franchisor (or its designee) may apply for the issuance of an injunction preventing me from violating this Agreement, and I agree to pay you or the Franchisor (or its designee) all the costs you or the Franchisor (or its designee) incur, including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to you and the Franchisor, any claim I have against you or the Franchisor (or its designee) will be a separate matter and will not entitle me to violate this Agreement and will not justify any violation of this Agreement.

11. This Agreement will be governed by the internal laws of the Commonwealth of Pennsylvania. This Agreement may only be changed in a writing signed by both me and you and consented to by the Franchisor.

Signature:______________________________________
[of director, employee, vendor, etc.]

Printed Name: _________________________________

Address:______________________________________

Title/Relationship to Franchisee:_________________________________

Date: _________________________________

ACKNOWLEDGED BY FRANCHISEE

FRANCHISEE:
___________________________ [entity name],
a _____________________ [corporation]/[limited liability Franchisor]

Signature:________________________________

Printed Name: ___________________________

Title: __________________________________

Date: ___________________________

EXHIBIT C-15.2

CONFIDENTIALITY AGREEMENT
(for franchise sales prospects and individuals attending training before signing the Franchise Agreement)

CONFIDENTIALITY AGREEMENT
(for franchise sales prospects and individuals attending training before signing the Franchise Agreement)

This Confidentiality Agreement is entered into in connection with the undersigned Recipient's possible purchase of all or a portion of an existing **The Goddard School®** preschool franchise (the "School") business from an existing franchisee (the "Seller") and to the extent GODDARD FRANCHISOR LLC, a Delaware limited liability company (the "Company" or "GFL") approves Recipient to attend training in their capacity as a [member] [employee] of the entity that is the prospective purchaser of the School and a prospective franchisee of the Company (the "Recipient").

The Recipient has been or will be furnished with certain confidential information owned by GFL and/or by Seller regarding the School and The Goddard School®. Seller and GFL desire to protect the Confidential Information from unauthorized disclosure and to ensure that it is used by Recipient only in Recipient's evaluation of the acquisition of the School or in relation to training for the operation of the School as a **The Goddard School®** preschool franchise.

For other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, each of the undersigned, jointly and severally, acknowledges and agrees that:

1. The Company, its affiliates, and its predecessors have established a system for the operation and management of THE GODDARD SCHOOL® franchised businesses (the "System"), as it may be changed, improved and further developed from time to time in the Company's sole business judgment. The Seller has acquired the right and franchise from the Company to establish and operate the School, which offers primarily preschool learning programs and care for children and the right to use in the operation of the Company's licensed trade names, trademarks, service marks, including the service mark THE GODDARD SCHOOL® (the "Proprietary Marks") and the System.

2. The Seller's franchised business utilizes (a) student lists, student information, faculty information, financial information and other confidential information, compilations and trade secrets; and (b) certain proprietary and confidential information licensed from the Company relating to the System, which includes the Operating Manual (the "Manual") and its contents, trade secrets and other confidential or proprietary information or compilations, any material in which the Company claims copyright protection, knowledge, know-how, methods and techniques concerning the methods of operation of a Goddard School, and information disclosed in connection with any Company franchisee or other training program (the "Confidential Information").

3. Recipient agrees that: (a) it shall not disclose the Confidential Information or any part of the Confidential Information to any person or entity other than Recipient's professional advisors, provided that any professional advisor to whom the Confidential Information is to be disclosed under this Agreement shall first be informed of the confidential and/or proprietary nature of the Confidential Information and shall agree in writing to be bound by the confidentiality obligations contained in this Agreement; (b) it shall protect the confidentiality of all Confidential Information it receives with at least the same degree of care as Recipient would use to protect its own confidential information, but in no event less than a commercially reasonable degree of care; and (c) it shall use the Confidential Information only in connection with its evaluation of the School for the sole purpose of operating the School as **The Goddard School®** preschool under a franchise agreement with GFL. If Recipient does not purchase the School, Recipient shall return all of the Confidential Information to Seller and/or GFL (or GFL's designee), as applicable, and shall not keep copies of all or any part of the Confidential Information, including without limitation any memoranda, reports or other data or information, in any form or media, which includes, relates to or otherwise reflects the Confidential Information.

4. Recipient acknowledges that the System is unique and not available to the general public, and Recipient had no part in the creation or development of the System, including the Proprietary Marks, the Manual and other Confidential Information. Recipient will not acquire any interest in Confidential Information

by virtue of its disclosure under this Agreement. Confidential Information is owned by the Company and is disclosed to Recipient solely on the condition that Recipient agrees (who, by signing this Agreement does hereby agree) that Recipient will hold in strict confidence all Confidential Information. Recipient will not use, copy, disclose or divulge any part of the Manual or other Confidential Information which has been or may be communicated or disclosed or which Recipient learned or may learn. The use or duplication of Confidential Information for any use outside the System constitutes unauthorized disclosure and an unfair method of competition.

5. Recipient will only have the right to use Confidential Information for the purpose expressly described herein unless the Company otherwise grants Recipient permission in writing. Recipient will continue not to disclose any Confidential Information and will not use any Confidential Information for Recipient's own benefit or the benefit of any other person or company unless Recipient can demonstrate that the information has become generally known or easily accessible other than by Recipient's breach of this Agreement unless the Company otherwise grants Recipient permission in writing. If Recipient is compelled by a court of competent jurisdiction to disclose any Confidential Information, Recipient will inform Company and/or Seller promptly by written notice and provide reasonable assistance in obtaining and enforcing a protective order or other appropriate means of safeguarding the information required to be disclosed. Recipient may then disclose only the Confidential Information that is legally required to be disclosed.

6. Except as otherwise approved in writing by the Company, Recipient will not at any time, do or perform, any act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System.

7. Neither Seller nor the Company make any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information disclosed to Recipient. Neither the Seller, the Company, nor any other person or entity disclosing Confidential Information on either of their behalf shall be liable to Recipient or any of its representatives or affiliates relating to or resulting from Recipient's use of any Confidential Information or any errors therein or omissions therefrom.

8. No party shall be under any legal or other obligation of any kind whatsoever to disclose Confidential Information, or otherwise be obligated to enter into any business or contractual relationship, investment, or transaction, by virtue of this Agreement, except for the matters specifically agreed to herein. Any party may, at any time and from time to time in its sole discretion, for any reason or no reason, terminate discussions and negotiations with the other parties, in connection with the proposed transaction.

9. Recipient agrees that each of the covenants above will be construed as independent of the others and of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held to be unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which the Company is a party, Recipient expressly agrees to be bound by any lesser covenant included within the terms of the covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

10. Recipient understands and acknowledges that the Company or Seller will have the right to reduce the scope of any covenant set forth in this Agreement, or any portion of any covenant, without Recipient's consent, effective immediately upon receipt of written notice; and Recipient agrees to comply with any covenant as so modified.

11. Recipient is aware that any violation of this Agreement by Recipient or any of its representatives or professional advisors will cause the Seller and/or the Company irreparable harm for which monetary damages would not be a sufficient remedy. Therefore, in addition to all other remedies available at law, Recipient acknowledges and agrees that the Seller and/or the Company (or the Company's designee) shall be entitled to seek specific performance and/or the issuance of an injunction preventing Recipient from violating this Agreement, without the requirement to post bond. Recipient agrees not to oppose the granting of such relief on the basis that the Seller and/or the Company have an adequate remedy at law, and further agrees to pay the Seller and/or the Company (or the Company's designee) all costs the Seller and/or the Company (or the

Company's designee) incur, including, without limitation, legal fees and expenses, if this Agreement is enforced against Recipient. Due to the importance of this Agreement to the Seller and the Company, any claim Recipient may have against the Seller or the Company (or the Company's designee) will be a separate matter and will not entitle Recipient to violate this Agreement and will not justify any violation of this Agreement. Recipient shall be responsible to the Company and the Seller for any breach of this Agreement caused by any of its professional advisors or any person or entity acting on behalf of, or for the benefit of, the Recipient.

12. This Agreement takes effect when accepted and executed by the Recipient(s) and Seller.

13. The Agreement shall be construed under the laws of the Commonwealth of Pennsylvania and any dispute between the parties shall be governed by and determined in accordance with the substantive law of the Commonwealth of Pennsylvania, which laws shall prevail in the event of any conflict of law. Recipient and Seller agrees that they have and will continue to develop a substantial relationship with the Company in the Commonwealth of Pennsylvania, where the Company's decision-making authority is vested and franchise operations are conducted and supervised. Except for the Company's right to obtain injunctive relief in any appropriate forum, any action arising out of or relating to this Agreement shall be commenced, conducted and concluded only in a state or federal court of general jurisdiction in the Commonwealth of Pennsylvania for the district or county in which Company's headquarters are located. The Seller and Recipient irrevocably submit to the jurisdiction of these courts, waive any objection they may have to either the jurisdiction or venue of these courts and agree not to argue that these courts are inconvenient forums.

14. This Agreement may only be changed in a writing signed by all the parties.

15. This Agreement constitutes the entire integrated Agreement related to the subject matter of this Agreement and may not be modified or amended except in a writing signed by Recipient, Seller and GFL. This Agreement shall inure to the benefit of Seller and GFL, jointly and severally, and their respective successors and assigns, and may be enforced by Seller and GFL (or GFL's designee) acting jointly or by either Seller or GFL (or GFL's designee) acting alone.

RECIPIENT:	SELLER:
Name1 Address Email Date:	Franchisee1 Address Email Date:
Name2 Address Email Date:	Franchisee2 Address Email Date:
Name3 Address Email Date:	Franchisee3 Address Email Date:
Name4 Address Email Date:	Franchisee4 Address Email Date:

GODDARD FRANCHISOR, LLC

Name:
Title:

<u>EXHIBIT C-16</u>

CONFIDENTIALITY AND NONCOMPETITION AGREEMENT

GODDARD FRANCHISOR LLC
CONFIDENTIALITY AND NONCOMPETITION AGREEMENT
(for individuals attending training before signing the Franchise Agreement and individuals added to Franchise Agreement)

In consideration of the consent granted by GODDARD FRANCHISOR LLC, a Delaware limited liability company (the "Company") to allow me ____
[to attend training in my capacity as a [member] [employee] of the entity that is [the prospective purchaser of the Franchised Business and a prospective franchisee of the Company (the "Franchisee")]

[,] [to be added as an individual franchisee on the Franchise Agreement and Assignment and Assumption Agreement and as a member of the entity franchisee ["Franchisee")]

[to attend training in my capacity as a [member] [employee] of the entity that is the owner of the Franchised Business and a franchisee of the Company ("Franchisee")]

and for the disclosure to me of certain confidential information and trade secrets by the Company and/or by Franchisee of THE GODDARD SCHOOL® located at ____
___________________________________ (the "Franchised Business"), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, each of the undersigned, jointly and severally, acknowledges and agrees that:

1. The Company, its affiliates, and its predecessors have established a system for the operation and management of THE GODDARD SCHOOL® franchised businesses (the "System"), as it may be changed, improved and further developed from time to time in the Company's sole business judgment. Franchisee has acquired the right and franchise from the Company to establish and operate the Franchised Business as a school offering primarily preschool learning programs and care for children and the right to use in the operation of the Franchised Business the Company's licensed trade names, trademarks, service marks, including the service mark THE GODDARD SCHOOL® (the "Proprietary Marks") and the System.

2. The Franchised Business utilizes (a) student lists, student information, faculty information, financial information and other confidential information, compilations and trade secrets; and (b) certain proprietary and confidential information licensed from the Company relating to the System, which includes the Operating Manual (the "Manual") and its contents, trade secrets and other confidential or proprietary information or compilations, any material in which the Company claims copyright protection, knowledge, know-how, methods and techniques concerning the methods of operation of a Goddard School, and information disclosed in connection with any Company franchisee or other training program (together, "Confidential Information").

3. In my capacity relative to Franchisee and the Franchised Business, Franchisee, the Franchised Business and/or the Company have disclosed and will disclose Confidential Information to me.

4. I acknowledge that the System is unique and not available to the general public and I had no part in the creation or development of the System, including the Proprietary Marks, the Manual and other Confidential Information. I will not acquire any interest in Confidential Information. Confidential Information is owned by the Company and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I will hold in strict confidence all Confidential Information. I will not use, copy, disclose or divulge any part of the Manual or other Confidential Information which has been or may be communicated or disclosed to me or which I have learned or may learn. The use or duplication of Confidential Information for any use outside the System constitutes unauthorized disclosure and an unfair method of competition.

5. I will only have the right to use Confidential Information for the purpose it is disclosed to me in my capacity relative to Franchisee and the Franchised Business unless the Company otherwise grants me permission in writing. I will continue not to disclose any Confidential Information and I will not use any Confidential Information for my own benefit or the benefit of any other person or company even after I cease

acting in my capacity relative to Franchisee and the Franchised Business, unless I can demonstrate that the information has become generally known or easily accessible other than by my breach of this Agreement unless the Company otherwise grants me permission in writing. If the recipient is compelled by a court of competent jurisdiction to disclose any Confidential Information, the recipient will inform the Company promptly by written notice and provide reasonable assistance in obtaining and enforcing a protective order or other appropriate means of safeguarding the information required to be disclosed. The recipient may then disclose only the Confidential Information that is legally required to be disclosed.

6. I agree to protect all user IDs, passwords, or other login and user authentication credentials, issued by Franchisee and/or the Company, as Confidential Information. I agree not to share these credentials with anyone who does not have a business need to know and use this information. I also agree to immediately report to Franchisee and the Company if I discover or suspect that login credentials may have been compromised or accessed by unauthorized persons.

7. Except as otherwise approved in writing by the Company, I will not (A) at any time, do or perform, any act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System, and (B) while in my capacity relative to Franchisee and the Franchised Business and for three years after my relationship with Franchisee and the Franchised Business and the Company ceases or terminates, regardless of the cause, either directly or indirectly, for myself or through, on behalf of, or in conjunction with any other person, persons, partnership, association, corporation, limited liability company or other entity, do any of the following:

(i) divert or attempt to divert any business or customer of the Franchised Business to any competitor, by direct or indirect inducement or otherwise;

(ii) own, maintain, engage in, be employed by, lease real estate to, consult with or assist in any way, finance, have an interest in or perform any services in any capacity for any child daycare or preschool learning center or business (other than the Franchised Business or another licensed THE GODDARD SCHOOL® business that I operate); provided that after my relationship with Franchisee and the Franchised Business and the Company ceases or terminates, the covenant in this paragraph (ii) will restrict me from being involved with a competing business only if the competing business is at the premises of the Franchised Business or within a radius of 10 miles of the Franchised Business or any existing or proposed THE GODDARD SCHOOL® business (other than a business under an effective Franchise Agreement with the Company that I operate). This restriction does not apply to my ownership of less than a 5% beneficial interest in the outstanding securities of any publicly-held corporation.

8. I agree that each of the covenants above will be construed as independent of the others and of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held to be unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which the Company is a party, I expressly agree to be bound by any lesser covenant included within the terms of the covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

9. I understand and acknowledge that the Company will have the right to reduce the scope of any covenant set forth in this Agreement, or any portion of any covenant, without my consent, effective immediately upon receipt by me of written notice; and I agree to comply with any covenant as so modified.

10. I understand and acknowledge that the Company may delegate the performance of any or all of its obligations under this Agreement, and the right to exercise any of the Company's rights under this Agreement, to an affiliate, manager, agent, independent contractor, or other third party designee. However, the Company will remain responsible for ensuring that such obligations are performed in accordance with the terms of this Agreement.

11. Franchisee is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Company. I am aware that my violation of this Agreement will cause the Franchise and the Company irreparable harm for which monetary damages would not be a sufficient remedy. Therefore, I acknowledge and agree that Franchisee and/or the Company shall be entitled to seek specific performance and/or the issuance of an injunction preventing me from violating this Agreement, without the requirement to post bond. I agree not to oppose the granting of such relief on the basis that Franchisee and/or the Company have an adequate remedy at law, and further agree to pay Franchisee and/or the Company all costs Franchisee and/or the Company incur, including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to Franchisee and the Company, any claim I may have against Franchisee or the Company will be a separate matter and will not entitle me to violate this Agreement and will not justify any violation of this Agreement.

12. This Agreement takes effect when accepted and executed by the Company in Pennsylvania. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania and any dispute between the parties shall be governed by and determined in accordance with the substantive law of the Commonwealth of Pennsylvania, which laws shall prevail in the event of any conflict of law. I agree that I have and will continue to develop a substantial relationship with the Company in the Commonwealth of Pennsylvania, where the Company's decision-making authority is vested and franchise operations are conducted and supervised. Except for the Company's right to obtain injunctive relief in any appropriate forum, any action arising out of or relating to this Agreement shall be commenced, conducted and concluded only in a state or federal court of general jurisdiction in the Commonwealth of Pennsylvania for the district or county in which the Company's headquarters are located. I irrevocably submit to the jurisdiction of these courts, waive any objection I may have to either the jurisdiction or venue of these courts and agree not to argue that these courts are inconvenient forums.

13. This Agreement may only be changed in a writing signed by both us and the Company.

Signature: ______________________________
Printed Name:____________________________
Address: _______________________________
____
Email: _______________________________
Date: _______________________________

Signature: ______________________________
Printed Name:____________________________
Address: _______________________________
____
Email: _______________________________
Date: _______________________________

Signature: ______________________________
Printed Name:____________________________
Address: _______________________________
____
Email: _______________________________
Date: _______________________________

ACKNOWLEDGED BY:

GODDARD FRANCHISOR LLC
1016 West Ninth Avenue
King of Prussia, PA 19406-3107
notices@goddardsystems.com

By:______________________________

Title: ___________________________

Date: ___________________________

<u>EXHIBIT D-1</u>

LETTER OF INTENT

LETTER OF INTENT

[month] [day], [year]

[Owner name]

[Owner address]

[Owner address]

[Owner address]

Re: Purchase of Real Property: [property address or description]

Dear [individual name]:

This Letter of Intent (this "LOI") sets forth the basic terms under which **Goddard Real Estate Development Company, LLC** or its assigns ("Buyer") through its affiliate Goddard Systems, LLC ("GSL"), manager of The Goddard School® franchise system nationally, is interested in acquiring the property commonly known as [property address] as more particularly described on the attached Exhibit A ("Property") from [Owner name] ("Seller") (collectively, the "Proposed Transaction").

This LOI does not obligate either party to negotiate in good faith or to proceed to the completion of an agreement. This LOI includes specific details relating to the Proposed Transaction. However, this LOI is only an expression of the basic terms and conditions to be incorporated in a formal written agreement, and is not (nor is it intended to be) contractually binding on the parties, except for the provisions in Section 11 of this LOI which expressly state that they are legally binding on the parties. The parties shall not otherwise be contractually bound unless and until they execute a final purchase and sale agreement, which must be in form and content satisfactory to each party and its counsel in their sole discretion. Neither party may rely on this LOI as creating any legal obligation of any kind, except to the extent expressly set forth herein.

1. Purchase Agreement:

Following the execution of this LOI, Buyer shall prepare a Real Estate Purchase and Sale Agreement ("Purchase Agreement") for the Property, setting forth the specific terms of the purchase and sale in accordance with this LOI. Thereafter, the parties shall negotiate the terms of the Purchase Agreement diligently and in good faith; provided, however, that neither party shall be obligated to enter into any such Purchase Agreement except at their sole discretion. Both parties require a formal Purchase Agreement to be executed in form and content satisfactory to each party and its counsel in their sole discretion. If a Purchase Agreement is not executed and delivered by both parties within _____ business days after execution of this LOI by both Buyer and Seller, this LOI shall automatically be terminated and of no further force and effect (except to the extent that any legally binding provisions of this LOI set forth in Section 11 are intended to survive termination hereof).

2. **Escrow:**

The Escrow Agent for this transaction shall be First American Title Co.

3. **Earnest Money:**

Within ___ business days of the execution of the Purchase Agreement, Buyer will deposit $____________ in the form of immediately available funds to be held in escrow by the Escrow Agent in accordance with the Purchase Agreement. At Closing, the Earnest Money will be applied to the Purchase Price.

4. **Purchase Price; Adjustments:**

$_____________, to be paid in immediately available funds at Closing pursuant to the Purchase Agreement, subject to the adjustments and prorations set forth therein and which are customary in the state in which the Property is located. Such prorations shall include, but not be limited to, deposits, rents and other revenues, operating expenses, and real and personal property taxes.

5. **Due Diligence & Entitlements:**

After execution of this LOI, Seller shall deliver to Buyer all information set forth on Exhibit B attached hereto and incorporated herein by reference, and Buyer will have ___ days following the execution of the Purchase Agreement ("Inspection Period") to review all matters pertaining to the Property, including, without limitation, the conditions of title, survey, an environmental audit, and availability of financing. Seller will cooperate with Buyer and its representatives during this Inspection Period and permit such access to the Property and Seller's files and records relating thereto as Buyer reasonably requests. The Purchase Agreement shall terminate, and the Earnest Money will be refunded to Buyer, if Buyer gives written notice to Seller that the results of Buyer's examinations and investigations undertaken during the Inspection Period are unsatisfactory to Buyer in Buyer's sole discretion, provided that such written notice is received by Seller on or before the expiration of the Inspection Period. Buyer will indemnify Seller from any claims against Seller arising as a direct result of Buyer's due diligence activities on the Property.

Buyer shall also have a period of one hundred twenty (120) days following execution of the Purchase Agreement (the "Entitlements Period") within which to obtain any and all permits, licenses, variances, or other entitlements or approvals, including but not limited to site plan approvals, approvals of construction plans and issuance of building permit(s) (collectively the "Entitlements") necessary, desirable or required by Buyer for its intended use and development of the Property. In the event that Buyer is unable to obtain all Permits prior to the expiration of the Entitlements Period that are satisfactory to Buyer in its sole discretion, then Buyer shall have the right to terminate the Purchase Agreement after which the Earnest Money shall be returned, and Buyer and Seller shall have no further obligations to each other under the Purchase Agreement.

6. Extensions:

Buyer may purchase up to two (2) separate extensions of the Due Diligence Period and Entitlements Period as referenced herein above. Two separate extensions of sixty (60) calendar days each may be purchased, at Buyer's sole election, upon providing notice to Seller from Buyer as to each extension, accompanied in each case by an additional Earnest Money payment in the amount of $_____ for each such extension. The extension payments shall be applied towards the Purchase Price of the Property upon Closing and shall be credited to the Buyer at Closing. The extension payment(s) shall become part of the initial Earnest Money deposit and shall be subject to the same terms and provisions contained herein with respect to the refunding and forfeiture of the same.

7. Title & Survey:

Within ___ days after execution of this LOI, Seller, at Seller's cost and expense, shall deliver to Buyer a title commitment for a standard form ALTA 2006 owner's title insurance policy ("Title Commitment") which shall contain its express commitment to issue an ALTA owner's title insurance policy to Buyer subject only to those exceptions approved by Buyer. Buyer shall have the right to obtain an ALTA survey of the Property ("Survey") as part of the due diligence activities on the Property.

Within ___ days prior to the end of the Inspection Period, Buyer will provide notice to Seller of Buyer's objections to the Title Commitment and the Survey, and Seller will thereafter have ___ days to provide notice to Buyer whether Seller will cure such objections. All objections raised by Buyer must either be cured to Buyer's satisfaction (or otherwise waived in writing by Buyer) as a condition of Closing.

8. Closing:

The closing date of the transaction contemplated by this LOI shall occur no later than ___ days after the end of the Inspection Period and satisfaction of all contingencies stated in the Purchase Agreement ("Closing Date"). At the closing, Seller shall convey good, marketable and insurable fee simple title to the Property, free and clear of all liens and encumbrances, except as otherwise approved by Buyer in accordance with the terms of the Purchase Agreement.

9. Closing Costs:

Seller shall pay: (i) all documentary transfer taxes payable on the deed; (ii) recording fees for the deed and any documents necessary to clear title; (iii) one-half of all closing fees charged by Escrow Agent in connection with the Closing; and (iv) all premiums charged by the Title Company for the issuance of the Title Policy (but excluding the cost of any endorsements). Buyer shall pay: (i) all premiums charged by Title Company for any endorsements requested by Buyer; (ii) any and all fees and costs relating to any financing obtained by Buyer in connection with the acquisition of the Property, including, but not limited to, any documentary stamp taxes, intangible taxes and recording fees and the premium for any mortgagee policy required by Buyer's lender in connection with such financing, (iii) any and all fees and costs associated with obtaining the Survey, (iv) all fees for recording of the Deed; and (v) one-half of all closing fees charged by Escrow Agent in connection with the Closing

Each party shall pay its own attorney's fees. All other costs and expenses of the transaction contemplated hereby shall be borne by the party incurring the same, or as otherwise provided in the Purchase Agreement.

10. Warranties and Representations:

Buyer and Seller shall provide customary representations, warranties, and covenants to each other regarding their respective entity status, authority to perform under the Purchase Agreement, conditions of the Property and maintenance of the Property between execution of the Purchase Agreement and Closing, and other matters, as may be agreed by Buyer and Seller.

11. Commissions:

Seller shall pay any and all commissions to any broker. Except for brokers recognized in the Purchase Agreement, Buyer and Seller shall indemnify, defend, and hold harmless the other from and against the claims, demands, actions, and judgments of any and all brokers, agents, and other persons or entities alleging a commission, fee, or other payment to be owing by reason of their respective dealings, negotiations, or communications in connection with the Purchase Agreement.

12. Assignment:

Buyer shall have the right, without any consent of Seller, to assign Purchase Agreement to any other party.

13. LEGALLY BINDING PROVISIONS:

The following provisions are acknowledged by Buyer and Seller to be legally binding and enforceable, and Buyer and Seller acknowledge and agree that the undertakings described in this LOI constitute sufficient consideration for such binding agreements.

(a) Exclusivity. From the date of execution of this LOI through the earlier of (i) the Closing Date or (ii) the termination of this LOI or the Purchase Agreement, whichever occurs first ("Exclusivity Period"), Seller shall not, and shall not permit its affiliates or representatives, directly or indirectly, to (1) solicit, initiate or encourage the submission of proposals or offers relating to, (2) participate in any discussions or negotiations with any person relating to, (3) furnish to any person any information with respect to, or (4) take any other action to facilitate or cooperate in any way with the making of any proposal that constitutes, or may reasonably be expected to lead to a direct or indirect purchase of the Property. Seller shall, within 24 hours of receipt, notify Buyer in writing of Seller's receipt of any such submissions, proposals, offers or inquiries from a third party and communicate to Buyer all details associated therewith (email being sufficient).

(b) Confidentiality. Buyer and Seller shall keep all information, negotiations, and communications between the parties regarding the potential purchase or purchase of the Property strictly confidential, and shall not disclose any matter related to such information, negotiations, and communications to any third party, except on a “need to know” basis, to either party’s attorneys, accountants, advisors, or similar consultants provided that such persons agree to keep such negotiations, communications, and related matters confidential. This confidentiality provision shall apply starting on the date of this LOI, through the Inspection Period and thereafter until the execution of the Purchase Agreement containing mutually-agreeable confidentiality provisions.

(c) Governing Law. The provisions of this LOI shall be governed by and construed according to the laws of the State of [state], without regard to its conflicts of laws principles.

(d) Counterparts. This LOI may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same, and may be executed and/or delivered via electronic means.

[signatures to follow]

If Seller is agreeable to the terms set forth in the LOI, please so indicate by signing where indicated below and returning same to me at [REM email address], with a copy to Ashley Veltman, Corporate Counsel, at aveltman@goddardsystems.com.

BUYER:

By: ______________________________
[signatory name]
[signatory title]

Date: _______________

ACCEPTED AND AGREED TO:

[Seller name], a(n) [state of incorporation or formation and type of entity]

By: ______________________________
[signatory name]
[signatory title]

Date: _______________

Goddard Systems, LLC | 1016 W. Ninth Ave., King of Prussia, PA 19406 | 610-265-8510 | Fax: 610-265-8867 | GoddardSchool.com

Exhibit A

Property description: Approximately ___ acres, improved by a _____ square foot building as depicted below, and all fixtures, rights, privileges and appurtenances pertaining thereto, including any right, title and interest of Seller in and to adjacent streets, alleys, and rights-of-way and development rights, water rights, oil and mineral rights.

<insert picture or legal description>

Exhibit B

The following documents and information with respect to the Property, but only to the extent the documents and information are in the custody or control of Seller:

1. Photocopies of all real property and other ad valorem tax bills for the Property for the two (2) year period preceding the date of the Purchase Agreement;

2. Copies of any service agreements executed in connection with the Property;

3. Copy of Seller's owner's title insurance policy insuring Seller's title to the Property;

4. Copy of the most recent survey of the Property;

5. Copies of advice letters, deficiency notices, compliance notices, and / or other similar correspondence and / or written communication pertaining to the Property from codes and zoning authorities, environmental agencies, and / or other governmental units that have jurisdiction over the Property;

6. Copies of all other information relating to the Property such as environmental site assessments (as supplemented, the "Environmental Reports"), physical condition reports, soil reports, restrictive covenants, engineering reports, appraisals, and information concerning zoning, access, development standards, utilities, topography, and any other useful information; and

7. Copies of operating statements covering the operation of the Property for calendar year(s) [calendar years], and year-to-date, including copies of utility bills for the past twelve (12) months and the budget for fiscal operations on the Property for [year].

EXHIBIT D-2

REAL ESTATE PURCHASE AND SALE AGREEMENT

REAL ESTATE PURCHASE AND SALE AGREEMENT

This **REAL ESTATE PURCHASE AND SALE AGREEMENT** (this "**Agreement**") is made as of this ____________ day of _______, 20__ (the "**Effective Date**") by and among __________________, a(n) _____________ limited liability company ("**Seller**") and **GODDARD REAL ESTATE DEVELOPMENT COMPANY, LLC**, a Delaware limited liability company ("**Purchaser**").

1. **Purchase and Sale**. Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Property (as defined below) for the Purchase Price and subject to the terms and conditions set forth in this Agreement.

2. **Purchase Price**. The purchase price (the "**Purchase Price**") for the Property shall be __________________ and 00/100 Dollars ($________________), subject to the adjustments, prorations and credits set forth in this Agreement.

3. **Property**. "**Property**" means all of Seller's right, title and interest in to (a) the land described on **Exhibit A** (the "**Land**") located at __________________; (b) all air rights, development rights, water rights, tenements, hereditaments, easements and appurtenances, and all other property rights, to the extent that they benefit the Land ("**Appurtenances**"); (c) the building consisting of approximately __________________ square feet (the "**Building**"), all fixtures and other improvements located on the Land ("**Improvements**") (the Land, Appurtenances and Improvements are referred to collectively as the "**Real Property**"); (e) all fixtures, equipment, furniture, furnishings, appliances, supplies, tools, machinery, building materials and other personal property of every nature and description attached or pertaining to, or otherwise used in connection with, the Real Property, and located on or within the Real Property, including, without limitation, all playground equipment (the "**Personalty**"); and (f) all intangible property used or useful in connection with the Real Property and/or the Personalty and/or the use and operation thereof, including, without limitation, all Licenses and Permits (as defined below), certificates of occupancy, warranties, causes of action, claims, contract rights, guarantees, records, software licenses, plans and specifications (collectively, "**Intangible Property**"). "**Licenses and Permits**" means (i) all licenses, permits, certificates of occupancy, approvals, dedications, subdivision plats and entitlements issued, approved or granted by applicable governmental authorities or otherwise in connection with the Property or any part thereof, (ii) any and all development rights and other intangible rights, titles, interests, privileges and appurtenances owned by or granted to Seller and in any way related to or used in connection with the Property and its operation, including without limitation all surveys, reports, drawings, engineering reports, architectural plans and drawings, warranties, and guaranties, and (iii) all licenses, consents, easements, rights of way and approvals required from any other party to make use of utilities and to insure vehicular and pedestrian ingress and egress to the Real Property and Improvements.

4. **Earnest Money Deposit**. Simultaneously with the execution of this Agreement, Seller and Purchaser shall execute and deliver to each other and First American Title Insurance Company, Two Liberty Place, Suite 2600, 50 South 16th Street, Philadelphia, PA 19102, Attention: Lisa Trexler and Shaleese Hines; ltrexler@firstam.com; shines@firstam.com ("**Escrow Agent**" or "**Title Company**") a strict joint-order escrow agreement between Seller, Purchaser and Escrow Agent in the form provided by Escrow Agent ("**Earnest Money Escrow Agreement**"). Purchaser

shall, within five (5) Business Days (as defined below) following the Effective Date, deposit __________________ and 00/100 Dollars ($__________________) (the "**Earnest Money Deposit**") with Escrow Agent. Purchaser's failure to deposit the Earnest Money Deposit in strict accordance with the foregoing shall not constitute a Purchaser default hereunder, but in the event of any such failure to timely deliver the Earnest Money Deposit, Seller shall have the right to terminate this Agreement upon written notice to the Purchaser and Escrow Agent, and the parties shall have no further obligations under this Agreement. At 5:01 pm (ET) on the Termination Date (provided that Purchaser has not terminated this Agreement under Section 7 hereof or pursuant to any other Section under this Agreement granting Purchaser a termination right), the Earnest Money Deposit shall become nonrefundable except to the extent expressly provided otherwise in this Agreement. In the event the Earnest Money Deposit is required to be paid to Seller or Purchaser pursuant to the terms of this Agreement, Seller and Purchaser will each execute and deliver to Escrow Agent a written direction to disburse the Earnest Money Deposit to such party. Notwithstanding anything herein to the contrary, in the event that Purchaser exercises its right to terminate this Agreement pursuant to Section 7 of this Agreement, the Escrow Agent shall release the Earnest Money Deposit to Purchaser upon the written direction of Purchaser and no written direction of Seller shall be required in connection with such release.

5. **Contingencies**. Purchaser's obligation to purchase the Property is subject to the satisfaction of each of the following conditions (collectively, the "**Contingencies**"). All of the Contingencies are for the benefit of Purchaser, and any or all of them may be waived by Purchaser in its sole discretion.

(a) Due Diligence & Inspection Period.

(i) Within three (3) days of the Effective Date, Seller shall provide to Purchaser, by delivery of hard copies, email, or file sharing site such as "Dropbox", to the extent in Seller's possession or control, copies of those documents and materials set forth on **Exhibit B**, attached hereto (collectively, the "**Due Diligence Materials**"). If this Agreement is terminated for any reason, Purchaser shall, upon such termination, promptly return to Seller, or destroy all Due Diligence Materials and other documents (originals and copies) received from Seller, provided, however, that Purchaser and its employees, agents, contractors and representatives shall (i) have the right to keep archival copies of such Due Diligence Materials for legal or compliance purposes or to comply with such party's record retention policies and (ii) not be required to return or destroy any electric copies of the Due Diligence Materials created pursuant to standard electronic backup and archival procedures. The terms of this Section 5 shall survive termination of this Agreement for a period of twelve (12) months.

(ii) For the period commencing on the Effective Date and continuing for ninety (90) days thereafter ("**Inspection Period**"), Purchaser and any representatives designated by Purchaser may, at Purchaser's expense, at reasonable times and upon reasonable prior notice to Seller, to the extent reasonably necessary in connection with the purchase of the Property inspect and perform testing at the Real Property, including, without limitation, surveys, environmental studies (including a so called Phase 1 study and testing), zoning analyses, examinations and tests of the roof and all structural and mechanical systems within the Improvements or located in, on or under the Property (collectively, "**Inspections**"), provided that all of the Inspections shall be non-invasive except to the extent approved in writing (by electronic mail, or otherwise) by Seller, which approval will not be unreasonably withheld, conditioned or delayed, and that Purchaser gives Seller at least twenty-four (24) hours advance notice of, and the right and opportunity for a representative of Seller to monitor, such Inspections. During the Inspection Period, Purchaser shall also obtain any and all permits, licenses, variances, or other entitlements or approvals, including but not limited to site plan approvals, approvals of construction plans and issuance of building permit(s) (collectively, "**Entitlements**") necessary, desirable or required by Purchaser for Purchaser's intended use and development of the Property as a Goddard School early childhood care facility. All actions taken by or on behalf of Purchaser shall be in accordance with all applicable laws, rules and regulations of the applicable governmental authorities. Purchaser shall (a) restore any damage to the Real Property caused by Purchaser's Inspections to substantially the condition which existed immediately prior to each of the Inspections, and (b) defend and indemnify Seller, its members and affiliates, and each of their officers, directors, agents and employees, from and against any and all liability, loss, cost, expense and damage for physical damage to the Real Property or injury or death to any person (including, without limitation, reasonable attorneys' fees) incurred by any of them in connection with the Inspections, provided, however, that the foregoing indemnity shall not apply to any liability, claims, demands, damages, and/or costs arising from the discovery or disclosure of pre-existing conditions or any acts, omissions, negligence or willful misconduct of Seller or any of Seller's employees, agents, contractors, agents or representatives, or for any special, consequential, speculative, punitive or similar damages.

(iii) Notwithstanding the foregoing or anything in this Agreement to the contrary, Purchaser, in its sole discretion, shall have the right and option to extend the Inspection Period for one (1) additional period of thirty (30) days by providing notice to Seller of Purchaser's election to extend at least one (1) business day prior to the expiration of the Inspection Period.

6. **Title Insurance and Survey.**

(a) **Title/Survey Documents**. Seller, at Seller's cost and expense, shall deliver to Purchaser a title commitment for a standard form ALTA 2006 owner's title insurance policy issued by the Title Company for the Property in the amount of the Purchase Price and copies of (or links to) all title exceptions and other documents referenced therein ("**Title Commitment**"); and (ii) a copy of the most current survey of the Property in Seller's possession ("**Existing Survey**", and together with the Title Commitment, the "**Title Documents**"). Seller shall have no obligation to cause to be prepared or deliver to Purchaser any updates of the Existing Survey. In the event that Purchaser determines, in its sole discretion, that Purchaser desires to update the Existing Survey or order a new survey of the Property (in either case, to the extent that either is obtained by Purchaser, such update/new survey shall be referred to as the "**New Survey**"), Purchaser shall, at its sole cost and expense, order the New Survey. Herein and hereafter, (i) to the extent that Purchaser obtains and delivers to Seller a New Survey prior to the end of the Inspection Period, the New Survey shall be referred to herein as the "**Survey**" and (ii) to the extent that Purchaser does not obtain and deliver to Seller a New Survey by the end of the Inspection Period, the Existing Survey shall be referred to herein as the "**Survey**".

(b) On or before the date which is ten (10) days prior to the end of the Inspection Period ("**Objection Date**"), Purchaser will notify Seller in writing ("**Objection Notice**") of those title exceptions set forth in the Title Commitment and matters depicted on the Survey to which it objects ("**Objections**"). If Purchaser fails to deliver the Objection Notice on or before the Objection Date, then, excluding the Mandatory Cure Items (as defined below) (i) all of the title exceptions listed in the Title Commitment shall be deemed to be Permitted Exceptions and Purchaser shall be deemed to have waived all rights to object to such title exceptions, and (ii) Purchaser shall be deemed to have accepted all matters depicted on the Survey and Purchaser shall be deemed to have waived all rights to object to such matters. Within two (2) Business Days of receipt of Purchaser's notice of any Objections ("**Seller's Title Clearance Period**"), Seller shall advise Purchaser in writing whether Seller (i) will cure such Objections (which cure, upon the reasonable consent of Purchaser, may be effectuated by appropriate title insurance thereover), or (ii) decline to cure any such Objections; provided that if Seller shall fail to advise Purchaser of its decision within the Seller's Title Clearance Period, it shall be conclusively presumed that the Seller has declined to cure any Objections. If, during Seller's Title Clearance Period, Seller declines or is deemed to have declined to cure any Objections (which cure, upon the reasonable consent of Purchaser, may be effectuated by appropriate title insurance thereover), Purchaser shall have the option, to be exercised within five (5) Business Days from the expiration of Seller's Title Clearance Period ("**Purchaser's Title Acceptance Period**"), to either: (x) terminate this Agreement, in which case the Earnest Money Deposit shall be paid to Purchaser and neither party shall thereafter have any further rights or obligations hereunder, and neither party shall thereafter have any further rights, obligations or liability hereunder, except those liabilities or obligations that expressly survive termination of this Agreement, or (y) close and accept title subject to the Objections. Failure of Purchaser to notify Seller in writing of its election to terminate the Agreement prior to the expiration of Purchaser's Title Acceptance Period shall constitute Purchaser's satisfaction of the title/survey contingencies set forth in this Section.

(c) Notwithstanding the foregoing, Seller shall be obligated to remove at or before the Closing (as defined below), whether or not same are included in Purchaser's notice of any Objections, the following (collectively, "**Mandatory Cure Items**"): (i) any and all mortgages, deeds of trust and other security instruments affecting fee title to the Property and securing an obligation to pay money that were entered into or assumed by Seller; (ii) any and all mechanic's liens that encumber the Property as of the Closing Date (as defined below) filed by contractors or suppliers for work done, or materials provided, to the Property at the written request of, or on behalf of, Seller; (iii) any and all delinquent real estate tax liens encumbering the Property or any portion thereof (except to the extent the real estate taxes secured by such liens are not yet due and payable); (iv) any and all monetary judgments against Seller encumbering the Property or any portion thereof; (v) violations and open permits affecting the Property; (vi) any other exceptions or matters created by Seller or Seller's employees, contractors, tenants, agents or representatives after the Effective Date to which Purchaser has not consented in writing; and (vii) standard pre-printed title exceptions (other than the standard survey exception, which shall be an obligation of Purchaser).

(d) "**Permitted Exceptions**" means (i) exceptions listed in the Title Commitment and/or any matter related to the Survey to which Purchaser does not object as provided for in Section 6(b), (ii) any Objections to which Purchaser has agreed to take subject to or has otherwise waived as provided for in Section 6(b), (iii) property taxes and assessments not due and payable at or prior to Closing, and (iv) matters created by Purchaser. Permitted Exceptions shall explicitly exclude all Mandatory Cure Items.

7. **<u>Purchaser's Right to Terminate</u>**. If Purchaser is unsatisfied in any manner for any reason or no reason, with the transaction contemplated herein, then Purchaser may, in its sole and absolute discretion, terminate this Agreement by delivering to Seller written notice of such termination ("**Termination Notice**") prior to 5:00 p.m. (ET) on the date that is the end of the Inspection Period ("**Termination Date**"), in which event the Earnest Money Deposit shall be returned to Purchaser and the parties shall be relieved of all further obligations and liabilities hereunder, except as expressly set forth in this Agreement. If Purchaser fails to notify Seller, in writing, on or before 5:00 p.m. (ET) on the Termination Date, of Purchaser's election to terminate this Agreement, Purchaser shall be deemed to have waived its right to terminate this Agreement under this <u>Section 7</u>.

8. **<u>Representations and Warranties</u>**.

(a) **Purchaser**. Purchaser represents and warrants to Seller, as of the date hereof, the following (which representations and warranties shall be deemed recertified by Purchaser at Closing, except to the extent disclosed by Purchaser to Seller in writing prior to Closing):

(i) **OFAC.** To Purchaser's best knowledge, neither Purchaser nor any of its respective affiliates or constituents, nor any of their respective agents acting in any capacity in connection with the transactions contemplated by this Agreement is or will be (a) conducting any business or engaging in any transaction or dealing with any person appearing on the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**") list of restrictions and prohibited persons ("**Prohibited Person**") (which lists can be accessed at the following web address: http://www.ustreas.gov/offices/enforcement/ofac/), including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (b) dealing in, or otherwise engaging in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224 dated September 24, 2001, relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism"; or (c) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempting to violate, any of the prohibitions set forth in any U.S. anti-money laundering law.

(b) **Seller**. Seller represents and warrants to Purchaser, as of the date hereof, the following (which representations and warranties shall be deemed recertified by Seller at Closing, except to the extent disclosed by Seller to Purchaser in writing prior to Closing):

(i) **Leases**. Seller has not entered into any leases, license agreements or occupancy agreements, or amendments or modifications thereto, currently in effect with respect to the Property other than that certain Lease Agreement dated ____________________ (the "**Current Lease**") by and between Seller and ____________________ (the "**Current Tenant**"). The Current Lease will be terminated, at the sole cost and expense of the Seller, on or prior to the Closing Date, the Current Tenant will have vacated the Property in its entirety on or prior to the Closing Date, the Current Tenant will have no rights to the Property (or any portion thereof) on or after the Closing Date or any rights to contest the termination of the Current Lease on or after the Closing Date, and the Current Lease shall not be binding on the Property or Purchaser from and after the Closing Date. Seller has delivered to Tenant a true, complete and accurate copy of the Current Lease, including all amendments, modifications, estoppels and material correspondence relating thereto. At no point during term of the Current Lease was Seller, as landlord, in breach or default thereof and to Seller's knowledge, the Current Tenant has no claims or counterclaims against Seller.

(ii) **OFAC.** To Seller's best knowledge, neither Seller nor any of its respective affiliates or constituents, nor any of their respective agents acting in any capacity in connection with the transactions contemplated by this Agreement is or will be (a) conducting any business or engaging in any transaction or dealing with any person appearing on the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") list of restrictions and prohibited persons ("Prohibited Person") (which lists can be accessed at the following web address: http://www.ustreas.gov/offices/enforcement/ofac/), including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (b) dealing in, or otherwise engaging in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224 dated September 24, 2001, relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism"; or (c) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempting to violate, any of the prohibitions set forth in any U.S. anti-money laundering law.

(iii) **FIRPTA**. Seller is not a "foreign person" as defined in Section 1445(f)(3) of the Internal Revenue Code.

(iv) **Violations**. Seller has not received written notice from any governmental authority indicating that any portion of the Property materially violates any law, ordinance, regulation, order or legal requirement, which has not been cured as of the Effective Date.

(v) **Litigation.** There is no action, suit, proceeding, inquiry or investigation pending or, to the knowledge of Seller, threatened against Seller by or before any court or governmental authority (A) affecting the Property or arising out of the development, construction, financing, operation, maintenance or management of the Property or (B) that would prevent or hinder the performance by Seller of its obligations under this Agreement or the completion of the transfer of the Property contemplated by this Agreement.

(vi) **Condemnation**. To Seller's knowledge, there are no pending or threatened condemnation, eminent domain or similar proceedings affecting the Property or any portion thereof by any governmental or quasi-governmental authority.

(vii) **Zoning**. To Seller's actual knowledge, there are no pending, and Seller has not received written notice of, any threatened applications or proceedings to alter or restrict the zoning applicable to the Property.

(viii) **Environmental Laws**. Except to the extent set forth in any environmental reports delivered to or received by Purchaser, Seller has not received from any governmental authority, any written notice of any pending or threatened claims, complaints, notices, correspondence or requests for information with respect to any violation or alleged violation of any Environmental Law (as hereinafter defined). The term "**Environmental Law**" means all federal, state and local statutes, regulations, ordinances, rules, regulations and policies, all court orders and decrees and arbitration awards, and the common law, which pertain to protection of the environment, environmental matters or contamination of any type whatsoever. Environmental Laws include, without limitation, those relating to: manufacture, processing, use, distribution, treatment, storage, disposal, generation or transportation of Hazardous Substances; air, surface or ground water or noise pollution; releases of Hazardous Substances into the environment; protection of wildlife, endangered species, wetlands or natural resources; tanks; health and safety of employees and other persons; and notification requirements relating to the foregoing; including, without limiting the generality of the foregoing, any of the following: the Clean Air Act, 42 U.S.C. §7401 et seq.; Clean Water Act, 33 U.S.C. §1251 et seq.; CERCLA; the Solid Waste Disposal Act, as amended by RCRA; as any of them may be or have been amended from time to time, together with all regulations promulgated thereunder, and any similar state or local laws. In the event any Environmental Law is amended to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment.

(ix) Seller owns good and marketable title to the Property.

(x) Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of __________________. The Agreement constitutes a valid and binding agreement of Seller enforceable in accordance with its terms. Neither the signing and delivery nor the performance of this Agreement by Seller will violate the terms of any agreements to which Seller is a party or violate or constitute a default under any judgment, order, law or regulation.

(xi) Other than Seller, no other person or entity has a contract, option to purchase, binding letter of intent, right of first refusal or first offer affecting all or any portion of the Property.

(xii) Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Seller’s creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of the Seller’s assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller’s assets, (v) admitted in writing its inability to pay its debts as they become due, or (vi) made an offer of settlement, extension or compromise to its creditors generally;

(xiii) There are no current or pending tax appeals or contests affecting the Property.

(xiv) To Seller’s knowledge, the Due Diligence Materials are complete copies and do not contain any material inaccuracies.

(xv) The Seller Knowledge Parties (as defined below) are the parties with the most information on the day-to-day operations of the Property and the representations and warranties of Seller set forth herein.

(xvi) Attached as Exhibit C is a true, correct, and complete schedule of all contracts and agreements affecting the Property.

(c) **Knowledge**. For purposes of this Agreement and any document delivered at Closing, whenever the phrase "to the Seller's actual knowledge," or the "knowledge" of Seller or words of similar import are used, they shall be deemed to mean and are limited to the actual knowledge of __________________ in the performance of his duties for and on behalf of Seller as the property manager of the Property at the times indicated only after a reasonable due diligence inquiry conducted in good faith, and not any implied, imputed or constructive knowledge of such individual or of Seller. It is understood and agreed that such individuals shall have no personal liability in any manner whatsoever hereunder or otherwise related to the transactions contemplated hereby.

(d) **Survival**. The representations and warranties contained in this Agreement shall survive the Closing for a period of twelve (12) months following the Closing Date (the "**Survival Period**") and shall not be deemed to be merged into or waived by the instruments of the Closing.

(e) **Waiver**. Notwithstanding the foregoing, if the Closing occurs, Purchaser hereby expressly waives, relinquishes and releases any rights or remedies available to it at law, in equity, under this Agreement or otherwise, including any claim against Seller for damages that Purchaser may have as the result of any of Seller's representations being untrue, inaccurate or incorrect if Purchaser had actual knowledge, at the time of Closing, that any of Seller's representations or warranties was untrue, inaccurate or incorrect at the time of the Closing. For purposes of this Section 8(e) only, the term "actual knowledge" shall mean the actual knowledge of Matthew Zaia, Chief Development Officer, without any duty of inquiry.

(f) **Covenants of Seller**. Between the Effective Date and Closing, Seller shall (i) maintain the Property in substantially the same condition as on the Effective Date, including maintaining all heating, cooling, mechanical, plumbing, electrical, and built-in applicable systems in working condition; (ii) notify Purchaser of Seller's receipt of any written notice of violation, fine, litigation or complaint of any type against the Property and provide Purchaser with a copy of any such notice received by Seller; (iii) not modify the Property to be sold under this Agreement without Purchaser's prior written consent; and (iv) not enter into any leases, subleases, licenses, or contracts that would be binding upon the Purchaser or the Property on or after Closing.

9. **<u>Purchaser's Closing Conditions</u>**. The obligation of Purchaser to consummate the purchase of the Property at the Closing is expressly conditioned upon satisfaction (or waiver by Purchaser) of all of the following conditions as of the Closing Date ("**Purchaser's Closing Conditions**"):

(a) The issuance by Title Company of an Owner's Policy of Title Insurance covering the Real Property (the "**Title Policy**") or a "marked-up" written commitment to issue a title insurance policy, in the aggregate amount of the Purchase Price and naming Purchaser as the owner of the Property subject only to the Permitted Exceptions;

(b) The Current Lease will be terminated on or prior to the Closing Date and Current Tenant's right to possession to the Property shall have been terminated and the Property shall be vacant, free and clear of Current Tenant's personal property and any rights or claims of Current Tenant to the Property (or any portion thereof);

(c) The representations and warranties of Seller set forth in this Agreement shall be true and correct on the Closing Date in all material respects as if made on the Closing Date;

(d) Seller shall have performed all acts and covenants required of Seller pursuant to this Agreement; and

(e) There shall have been no material adverse change in the Property after completion of Purchaser's Inspections and investigation thereof.

If any of Purchaser's Closing Conditions have not been satisfied as of the Closing Date, Purchaser, in its sole discretion, may elect to: (i) waive (in writing) the condition and proceed to Closing, (ii) extend the Closing for up to thirty (30) days in order to provide the parties additional time to satisfy all of Purchaser's Closing Conditions, or (iii) terminate this Agreement, in which event the Earnest Money Deposit, and all interest thereon shall be disbursed to Purchaser and all obligations of the parties hereunder (except for those which expressly survive termination) shall cease and terminate.

10. **<u>Closing</u>.** The closing of the sale of the Property ("**Closing**") shall take place through a remote style escrow with the Escrow Agent on the Closing Date. "**Closing Date**" means the date that is thirty (30) days after the Termination Date.

(a) **Seller Closing Documents**. At the Closing, Seller shall execute and deliver to Purchaser or, as applicable, the Title Company, the following documents:

(i) A recordable Limited Warranty Deed for the Property in form and substance acceptable to Seller and Purchaser ("**Deed**");

(ii) A general assignment of the Intangible Property wherein Seller assigns its rights and Purchaser assumes Seller's obligations under the Intangible Property allocable to the period after Closing (the "**Assignment and Assumption Agreement**") in form and substance acceptable to Seller and Purchaser;

(iii) A FIRPTA certification;

(iv) A closing statement showing the Purchase Price and all debits, credits and closing prorations determined in accordance with the terms of this Agreement in form and substance acceptable to Seller and Purchaser ("**Closing Statement**");

(v) A Bill of Sale conveying to Purchaser all of Seller's right, title and interest to the Personalty in form and substance acceptable to Seller and Purchaser; and

(vi) An owner's affidavit, gap undertaking and documents evidencing Seller's authority in form and substance reasonably be required by Title Company to issue the Title Policy;

(vii) Evidence in form and substance acceptable to Purchaser of the termination, at Seller's sole cost and expense, of (x) the Current Lease and Current Tenant's possession of the Property, (y) any property management agreement affecting the Property and (z) any contracts with respect to the Property; and

(viii) All documents, affidavits or certificates customary in the county where the Property is located to consummate the sale of the Property or required by Title Agent to issue to Purchaser the Title Policy.

(b) **Purchaser Closing Documents**. At the Closing, Purchaser (or its nominee or Permitted Assignee) shall execute and deliver to Seller the following documents:

(i) The Assignment and Assumption Agreement;

(ii) the Closing Statement; and

(iii) such other usual and customary documents, instruments, consents, or agreements as may be necessary to consummate the transaction contemplated by this Agreement or which are required by the Title Company to issue the Title Policy in the form required by this Agreement.

(c) **Purchase Price**.

(i) **Earnest Money Deposit**. At the Closing, Seller and Purchaser shall direct Escrow Agent to disburse by federally insured wire transfer to Seller the amount of the Earnest Money Deposit.

(ii) **Balance**. At the Closing, Purchaser shall pay to Seller, by federally insured wire transfer, the total amount of the Purchase Price (A) less the amount of the Earnest Money Deposit and any interest earned thereon, (b) plus or minus (as the case may be) the net amount of payments required to be made by Seller and Purchaser at the Closing pursuant to Sections 10 and 11 hereof.

(d) **Further Assurances**. Seller and Purchaser shall, at the Closing, upon request, execute such additional documents as are reasonably necessary in order to convey, assign and transfer the Property pursuant to this Agreement, provided that such documents are consistent with the terms of this Agreement, and do not increase Seller's or Purchaser's obligations hereunder or subject Seller or Purchaser to additional liability not otherwise contemplated by this Agreement.

(e) **Other Seller Deliveries**. Seller shall, at the Closing, deliver to Purchaser, all assignable warranties, all architectural and mechanical plans and other records with respect to the Property, and all permits and approvals related to the Property, and all keys to the Improvements, to the extent such documents and keys are in the possession of Seller.

11. **Prorations and Adjustments.** At Closing, Seller and Purchaser shall make all adjustments and apportion all expenses with respect to the Property, including, without limitation, the following:

(a) To the extent practicable, Seller shall cause all the utility meters, if any, to be read on the Closing Date, and will be responsible for the cost of all utilities monitored by those meters and used prior to the Closing Date.

(b) General real estate taxes not yet due or payable on the Property shall be prorated as of the Closing Date based upon the most recently ascertainable tax bills pertaining to the Property for real estate taxes which have accrued for the period of time on and prior to Closing Date which have not yet been paid.

(c) There will be no proration of insurance premiums or coverage relating to the Property. Purchaser shall be obligated (at its own election) to obtain any insurance coverage deemed necessary or appropriate by Purchaser.

(d) All prorations shall be final as of the Closing Date, absent manifest error.

12. **Closing Costs.**

(a) Seller shall be responsible for the payment of (i) one-half of all closing fees charged by Escrow Agent in connection with closing of the sale of the Real Property, (ii) all premiums charged by the Title Company for the issuance of the Title Policy (but excluding the cost of any endorsements), (iii) all fees and costs of Seller's counsel representing it in connection with this transaction, (iv) all state and county real estate transfer taxes, (v) all costs and expenses of curing any Objections or Mandatory Cure Items required to be cured by Seller under this Agreement, (vi) all commissions, fees and costs to the Broker (as defined below) and (vii) all other fees and costs customarily paid by the seller in a sale of property similar to the sale of the Property under this Agreement.

(b) Purchaser shall be responsible for the payment of (i) one-half of all closing fees charged by Escrow Agent in connection with closing of the sale of the Real Property, (ii) all premiums charged by the Title Company for the issuance of any endorsements, (iii) all fees and costs charged by Purchaser's lender, if any, and any other costs associated with the Purchaser's financing of the purchase of the Property (including, without limitation, all premiums charged by Title Company for a loan policy of title insurance), (iv) all fees and costs of Purchaser's counsel representing it in connection with this transaction, (v) all costs and fees related to any updates or modifications to the Current Survey, and (vi) all other fees and costs customarily paid by the purchaser in a purchase of the property similar to the purchase of the Property under this Agreement.

13. **Remedies.**

(a) **Purchaser Default**. If Purchaser fails to perform any of its obligations under this Agreement and such default is not cured within five (5) days following the date of written notice to Purchaser, then Seller shall have the right, as its sole and exclusive remedy for such failure, to terminate this Agreement by delivering written notice thereof to Purchaser, in which event the Earnest Money Deposit (together with all interest thereon) shall be paid to Seller as liquidated damages. SELLER AND PURCHASER AGREE THAT SELLER'S ACTUAL DAMAGES IN THE EVENT OF A PURCHASER DEFAULT ARE UNCERTAIN AND DIFFICULT TO ASCERTAIN, AND THAT THE EARNEST MONEY DEPOSIT (TOGETHER WITH ALL

INTEREST THEREON) IS A REASONABLE ESTIMATE OF SELLER'S DAMAGES; IT BEING AGREED AND ACKNOWLEDGED THAT IN THE EVENT THAT THE PURCHASER DEFAULT IS THE RESULT OF PURCHASER NOT TIMELY DEPOSITING THE ADDITIONAL EARNEST MONEY DEPOSIT, SELLER SHALL BE ENTITLED TO RECEIVE THE INITIAL EARNEST MONEY DEPOSIT AND THE ADDITIONAL EARNEST MONEY DEPOSIT.

(b) **Seller Default**. If Seller fails to perform any of its obligations under this Agreement and such default is not cured within five (5) days following the date of written notice to Seller, then Purchaser shall have the right, as its sole and exclusive remedy for such failure, to either pursue specific performance or terminate this Agreement by delivering written notice thereof to Seller, in which event the Earnest Money Deposit shall be returned to Purchaser and Seller shall reimburse Purchaser for Purchaser's reasonable costs and expense incurred in connection with the negotiation of this Agreement (including legal fees), and Purchaser's Inspections. Thereafter, the parties shall be relieved of all further obligations and liabilities hereunder.

(c) **Collection Costs**. If any legal action, arbitration or other similar proceeding is commenced to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and expenses. The phrase "prevailing party" shall include a party who receives substantially the relief desired whether by dismissal, summary judgment, judgment or otherwise.

14. **Brokers**. Seller and Purchaser represent and warrant each to the other that they have not dealt with any real estate broker, salesperson, or finder in connection with this transaction other than _________________ (the "**Broker**"). Each party hereby indemnifies and agrees to save, defend and hold the other party harmless from and against any loss, cost, damage, claim, liability or expense, including but not limited to, reasonable attorneys' fees, suffered or incurred by said other party as a result of the indemnifying party's breach of the foregoing representations and warranties. Seller shall pay all brokerage commissions owed to the Broker in connection with the sale of the Property at Closing pursuant to a separate brokerage agreement between Seller and the Broker.

15. **Casualty and Condemnation.**

(a) **Material**. If, prior to Closing, any of the Real Property is damaged or destroyed (a "**Casualty**"), and the cost of repair or replacement of the Real Property is reasonably likely to equal or exceed $_________________ in the aggregate (a "**Material Casualty**"), or if a condemnation proceeding ("**Condemnation**") is commenced or threatened against the Real Property (collectively, a "**Material Casualty or Condemnation**"), then Purchaser shall have the right to terminate this Agreement by delivering written notice thereof on or before the Closing Date, in which event the Earnest Money Deposit shall be disbursed to Purchaser and all obligations of the parties hereunder (except for those which expressly survive termination) shall cease and terminate. If Purchaser fails to terminate this Agreement pursuant to this subsection (a), then at the Closing, Seller shall pay to Purchaser all insurance proceeds (including, without limitation, all rent insurance allocable to the period after Closing) and condemnation awards paid to Seller in connection with such Material Casualty or Condemnation which have not been used to restore the Real Property, and Seller shall assign to Purchaser all of Seller's right, title and interest in any insurance proceeds (including, without limitation, all rent insurance allocable to the period after Closing) or condemnation awards to be paid to Seller in connection with the Material Casualty or Condemnation, and Purchaser shall receive a credit against the Purchase Price at the Closing for the amount of any deductible under Purchaser's insurance policy.

(b) **Non-Material**. If a Casualty occurs prior to Closing and the Casualty is not a Material Casualty (a "**Non-Material Casualty**"), then Seller shall pay to Purchaser all insurance proceeds paid to Seller in connection with such Non-Material Casualty which have not been used to restore the Real Property, and Seller shall assign to Purchaser all of Seller's right, title and interest in any insurance proceeds to be paid to Seller in connection with the Non-Material Casualty including, without limitation, all rent insurance allocable to the period after Closing, and Purchaser shall receive a credit against the Purchase Price at the Closing for the amount of any deductible under Purchaser's insurance policy.

16. **Confidentiality**. Except as otherwise required by law, governmental regulations or subpoena, or in connection with the enforcement by Purchaser of this Agreement, prior to the Closing, Seller and Purchaser agree to keep confidential and not to disclose (either orally or in writing) the purchase price contemplated by this Agreement and any non-public information and documents regarding the Property obtained from the other party, whether independently or from the other party's agents, contractors or other third party (collectively, "**Confidential Information**") to any person or entity other than such party's consultants, professionals, lenders (and the attorneys, accountants, consultants and representatives of such lenders), accountants, attorneys, partners, members, prospective investors (and the attorneys, consultants, accountants and representatives of such members, partners and prospective investors), officers, employees, title insurers and escrow agents involved in evaluating, reviewing, negotiating or closing the sale and purchase of the Property (collectively, the "**Involved Parties**"). The parties agree to direct all Involved Parties to keep confidential and not to disclose the Confidential Information except as contemplated herein. Any of the Confidential Information provided to a party by the other party or any of the Involved Parties, or obtained by a party or any Involved Parties, whether independently or from the other party, shall be for their internal use only and shall not prior to Closing be published, quoted, copied, distributed, divulged, disseminated or discussed, except to the Involved Parties, without the express prior written consent of the party providing the Confidential Information. If the Closing occurs, the provisions of this Section 16 shall terminate. Non-public information shall exclude information which a party could reasonably obtain in the marketplace through inquiry or otherwise.

17. **Disclaimer and Release.**

(a) **Disclaimer**. Purchaser agrees that Purchaser is purchasing the Property in "AS IS", "WHERE IS", "WITH ALL FAULTS" condition, and without any warranties, representations or guarantees, either express or implied, of any kind, nature, or type whatsoever from, or on behalf of, Seller, except for Seller's representations, warranties and agreements as set forth in this Agreement (to the extent they survive the Closing pursuant to the terms of this Agreement) or any documents executed and delivered by Seller under Section 10(a) hereof ("**Seller Closing Documents**"). Without in any way limiting the generality of the immediately preceding sentence, Purchaser and Seller further acknowledge and agree that (except for the representations, warranties and agreements contained in this Agreement (to the extent they survive the Closing pursuant to the terms of this Agreement) or in the Seller Closing Documents) in entering into this Agreement and closing the transactions hereunder:

(i) Each of Seller and its affiliates, and its and their officers, directors, employees and agents, expressly disclaims, has not made, will not, and does not, make, any warranties or representations, express or implied, with respect to the Property or any portion thereof, the physical condition or repair or disrepair thereof, the value, profitability or marketability thereof, or of any of the appurtenances, facilities or equipment thereon, except as set forth in this Agreement;

(ii) Each of Seller and its affiliates, and its and their officers, directors, employees and agents, expressly disclaims, has not made, will not, and does not, make, any warranties, express or implied, of merchantability, habitability or fitness for a particular use, except as set forth in this Agreement; and

(iii) The rights granted to Purchaser under this Agreement will permit Purchaser a full investigation of the Property, and the parties hereto are fully satisfied with the opportunity afforded for investigation. Neither party is relying upon any statement or representation by the other unless such statement or representation is specifically set forth in this Agreement or in any Seller Closing Documents. Upon the Closing, Purchaser shall be deemed to have made such legal, factual and other inquiries and investigations as Purchaser deems necessary, desirable or appropriate with respect to the Property, the value and marketability thereof, and of the appurtenances, facilities and equipment thereof; provided, however, nothing in the foregoing shall constitute a waiver of any of Purchaser's rights to pursue any remedies granted Seller hereunder for breaches of representations, warranties or covenants of Seller. Such inquiries and investigations of Purchaser shall be deemed to include, but shall not be limited to, the physical components of all portions of the Improvements, the condition of repair of the Property or any portion thereof, such state of facts as an accurate survey would show, and the present and future zoning, ordinances, resolutions and regulations of the city, county and state where the Improvements are located.

(b) **Release**. Except as otherwise set forth in this Agreement, without in any way limiting the generality of the preceding subsection (a), Purchaser specifically acknowledges and agrees that it hereby waives, releases and discharges any claim it has, might have had, or may have, against each of Seller and its affiliates, and its and their officers, directors, employees and agents, relating to, arising out of or with respect to (i) the condition of the Property, either patent or latent, (ii) Purchaser's ability, or inability, to obtain or maintain temporary or final certificates of occupancy or other licenses for the use or operation of the Improvements, and/or certificates of compliance for the Improvements, (iii) the actual or potential income, or profits, to be derived from the Real Property, (iv) the real estate, or other, taxes or special assessments, now or hereafter payable on account of, or with respect to, the Real Property, (v) Purchaser's ability or inability to demolish the Improvements or otherwise develop the Real Property, (vi) the environmental condition of the Real Property, or (vii) any other matter relating to the Property. Notwithstanding anything contained herein to the contrary, the foregoing waiver, release and discharge shall not apply to any claims which Purchaser or its nominee or Permitted Assignee may have under this Agreement on account of a breach by Seller of any representations, warranty or agreement of Seller contained in this Agreement (to the extent they survive the Closing pursuant to the terms of this Agreement) or in any Seller Closing Documents.

18. **General Provisions.**

(a) **Entire Agreement**. This Agreement and exhibits hereto constitutes the entire agreement of Seller and Purchaser with respect to sale of the Property and supersede all prior or contemporaneous written or oral agreements, whether express or implied.

(b) **Amendments**. This Agreement may be amended only by a written agreement executed and delivered by Seller and Purchaser.

(c) **Waivers**. No waiver of any provision or condition of, or default under, this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.

(d) **Time**. Time is of the essence of this Agreement. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which the period of time runs shall be excluded, and the last day of such period shall be included, unless it is not a Business Day, in which case it shall run to the next day which is Business Day. For the purpose of this Agreement, the term "**Business Day**" means any day other than (A) Saturday, (B) Sunday, or (C) any other day when federally insured banks in Philadelphia, Pennsylvania are authorized to be closed. All times of the day set forth herein shall be Eastern Standard Time.

(e) **Unenforceability**. In the event that any provision of this Agreement shall be unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid, or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited, or as if said provision has not been included herein, as the case may be.

(f) **Assignment**. Purchaser shall have the right to assign the Agreement to any other party without any consent of Seller being required; provided, however, Purchaser shall provide Seller notice of such assignment at least five (5) business days prior to the Closing Date.

(g) **Notices**. Any notices or other communications permitted or required to be given hereunder shall be in writing, shall be delivered personally, (i) by reputable overnight delivery service, or (ii) by e-mail (as verified by email delivery confirmation), and shall be addressed to the respective party as set forth in this subsection (g). All notices and communications shall be deemed given and effective upon receipt thereof, and all notices may be given or received by either a party or such party's attorney:

To Seller: ____________________
____
____
Attn: ____________________
E-mail: ____________________

With a copy to: ____________________
____
____
Attn: ____________________

E-mail: __________________

To Purchaser: Goddard Real Estate Development Company, LLC
1016 W. Ninth Avenue
King of Prussia, Pennsylvania 19406
Attn: Timothy J. Dwyer
E-Mail: notices@goddardsystems.com

with a copy to: Goddard Systems, LLC
1016 W. Ninth Avenue
King of Prussia, Pennsylvania 19406
Attn: Cynthia Turner
E-Mail: cturner@goddardsystems.com

(h) **Governing Law**. This Agreement shall be governed in all respects by the internal laws of the State of __________________ without regard to the laws regarding conflicts of laws.

(i) **Counterparts**. This Agreement may be executed in any number of identical counterparts, any or all of which may contain the signatures of less than all of the parties, and all of which shall be construed together as a single instrument. Any such counterpart may be delivered by facsimile or e-mail (in PDF format) and any such counterpart so delivered shall be deemed an original for all purposes.

(j) **Construction**. Seller and Purchaser agree that each and its counsel have reviewed and approved this Agreement, and that any rules of construction which provide that ambiguities be resolved against the drafting party shall not be used in the interpretation of this Agreement or any amendments or exhibits hereto. The words "include", "including", "includes and any other derivation of "include" means "including, but not limited to" unless specifically set forth to the contrary. Headings of sections herein are for convenience of reference only, and shall not be construed as a part of this Agreement. Except to the extent expressly provided otherwise in this Agreement, references to "sections" or "subsections" in this Agreement shall refer to sections and subsections of this Agreement, and references to "exhibits" in this Agreement shall mean exhibits attached to this Agreement.

(k) **No Recording**. Purchaser shall not, and shall not cause or permit any other person controlled by Purchaser to, record this Agreement or any memorandum or other evidence thereof in any public records, unless a Seller Closing Default has occurred. If Purchaser violates the terms of this subsection (k), then this Agreement shall be deemed ipso facto terminated, the Earnest Money Deposit (together with all interest thereon) shall be paid to Seller, and Purchaser shall have no further interest in the Property pursuant to this Agreement or otherwise.

(l) **Exhibits**. All Exhibits which are referred to herein and which are attached hereto are expressly made and constitute a part of this Agreement.

(m) **Further Assurances**. Seller and Purchaser each agree to perform such other acts, and to execute and acknowledge and deliver, prior to, or at, Closing, such other instruments, documents and other materials as the other may reasonably request and as shall be necessary for the consummation of the transaction contemplated by this Agreement.

[signature page follows]

IN WITNESS WHEREOF, Seller and Purchaser have executed this Agreement to be effective as of the Effective Date.

PURCHASER:

GODDARD REAL ESTATE DEVELOPMENT COMPANY, LLC, a Delaware limited liability company

By: ______________________________
Name: ______________________________
Its: ______________________________

SELLER: ___________________, a(n) ___________________ limited liability company

By: ______________________________
Name: ______________________________
Its: ______________________________

EXHIBIT A

EXHIBIT B

DUE DILIGENCE MATERIALS

(a) All existing environmental, health and/or safety matters relating to the Property including any environmental assessment reports (including Phase I and Phase II assessments), tests and studies (including any asbestos, mold or endangered species reports or studies), and any governmental notices or actions pertaining to the environmental condition of the Property (such as, without limitation, any “no further remediation” or “no further action” letters)

(b) Most recent ALTA Survey

(c) Any existing appraisals; market studies; and / or other third-party assessments of value

(d) A copy of the previous title commitment for the Property (with proposed policy amount redacted) and the existing title policy for the Property, together with copies of all exceptions referenced therein

(e) Copies of all existing property inspection or property condition reports or studies, including any ADA and/or feasibility reports or studies

(f) Copies of all documents pertaining to the existing zoning and entitlements, zoning reports, land use approvals pertaining to the Property (whether existing or proposed), all licenses and permits, including applicable certificates of occupancy, certificates of use and the like, all traffic studies, parking plans, development plans, site plans and the like

(g) Copies of all essential data, correspondence, documents, agreements, waivers, notices, applications and other records in respect to the Property, including, without limitation, any reports relating to transactions with taxing authorities, governmental agencies, utilities, vendors, tenants, lenders and others with whom Purchaser may be dealing subsequent to closing, notices of any violations of laws or regulations or other legal requirements applicable to the Property, all service agreements / contracts (including amendments) related to operation, maintenance and repair of the Property, and any contracts or agreements with any architects, contractors or subcontractors affecting the Property

(h) A schedule of all existing, unexpired warranties and guaranties, and copies thereof

(i) A copy of the Current Lease, together with copies of all correspondence and other communications regarding any defaults and/or the termination of the Current Lease

(j) Copies of the most recent real estate tax bills pertaining to the Property, together with any notice of (proposed or actual) assessed valuation and all information pertaining to any protests or appeals of real estate taxes or assessments; and incentives in place with respect to the Property, such as tax increment financing designations and agreements, property tax classifications, and the like

(k) Copies of all utility bills for the last three (3) years and notices of utility availability, if any

(l) Copies of operating statements, balance sheets, capital expenditures, budgets (actual and proposed) and all other financial statements for the Property for the last three (3) fiscal years and the current year-to date

(m) Copies of all as-built plans, specifications, floor plans, design and architectural drawings relating to the Property

(n) A Schedule of any contemplated or scheduled capital improvements or expenditures relating to the Property

(o) A schedule of all insurance policies (including the amount of coverage, deductible and annual premiums thereunder) in effect with respect to the Property and a detailed claims history for all insurance policies over the last three (3) years

(p) A schedule of all Personalty to be included in the transaction, and a list of all Personalty owned by Seller, that will not be conveyed to Purchaser at Closing

<u>EXHIBIT C</u>

CONTRACTS

<u>EXHIBIT D-3</u>

ASSIGNMENT AND ASSUMPTION OF REAL ESTATE PURCHASE AND SALE AGREEMENT

ASSIGNMENT AND ASSUMPTION OF
REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF REAL ESTATE PURCHASE AND SALE AGREEMENT ("**Assignment**") is entered into effective as of _______________, 20__ ("**Assignment Effective Date**") by and between **GODDARD REAL ESTATE DEVELOPMENT COMPANY, LLC**, a Delaware limited liability company ("**Goddard**"), as assignor, and __________________, an _______________ limited liability company, and/or its permitted assigns pursuant to Section 15 below, as assignee ("**Assignee**").

RECITALS

A. Goddard, as purchaser, and ___________________, an __________________ limited liability company, as seller ("**Seller**"), are parties to that certain Real Estate Purchase and Sale Agreement ("**Contract**") dated ____________, 20__ ("**Contract Effective Date**"), a copy of which is attached hereto as Exhibit A (as may be further amended or replaced from time to time) pursuant to which Seller agreed to sell, and Goddard, as buyer thereunder, agreed (subject to the terms therein) to acquire the Property (as described in the Contract) located at _____________________________.

B. Goddard delivered the Earnest Money Deposit (as defined in the Contract) in the amount of $______________ to First American Title Insurance Company as Escrow Agent (as defined in the Contract) as required under the Contract.

C. Assignee is experienced in developing, owning and leasing The Goddard School® franchise locations and agrees and understands that this Assignment is conditioned on the Assignee developing the Property as a "The Goddard School" franchise location and leasing the Property to the New Franchisee (as hereinafter defined) for operation as a "The Goddard School" franchise pursuant to the terms and conditions set forth in this Assignment.

D. Subject to the terms and conditions of this Assignment, Goddard desires to transfer and assign to Assignee all of Goddard's right, title, interest, duties, liabilities and obligations in, to and under the Contract, including, without limitation, the rights of Goddard in the disbursement and/or credit of the Earnest Money (collectively, the "**Assigned Rights**"), and Assignee has agreed to accept and assume the Assigned Rights from and after the Contract Effective Date.

AGREEMENT

NOW, **THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein, and of the mutual promises and covenants contained in this Assignment, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals; Defined Terms. The above recitals are true and correct and incorporated herein by reference. All capitalized terms used herein and not defined herein shall have the meaning ascribed to such terms in the Contract.

2. Assignment. Subject to the terms of this Assignment, Goddard hereby transfers and assigns to Assignee all of Goddard's right, title, interest, liabilities and obligations in, to and under the Assigned Rights. Assignee further agrees to indemnify, defend and hold harmless Goddard from and against any and all liabilities that Goddard or any affiliates of Goddard might incur as a result of Goddard's execution of the Contract.

3. Assumption by Assignee. Assignee hereby expressly and unconditionally assumes the Assigned Rights, including without limitation, all of the duties, liabilities and obligations of Goddard, as purchaser, in, to and under the Contract and agrees to timely perform all duties and obligations of "Purchaser" under the Contract arising from and after the Contract Effective Date, it being the express intention of both Goddard and Assignee that Assignee is hereby substituted for Goddard as "Purchaser" under the Contract, subject to the terms and conditions of this Assignment.

4. Payments to Goddard. Within one (1) business day of the Assignment Effective Date, Assignee shall reimburse Goddard via wire transfer pursuant to wire instructions provided by Goddard the amount of the Earnest Money that Goddard previously delivered to the Escrow Agent under the Contract, and reimbursement for all fees and expenses incurred by Goddard related to the Contract prior to the Assignment Effective Date.

5. Contract Modifications; Termination. Assignee shall not have the right to modify, amend or terminate this Assignment or the Contract, or waive any obligations of Seller thereunder without the prior consent of Goddard, such consent to be in Goddard's reasonable discretion. If Goddard and Assignee agree to terminate the Contract, for a period of five (5) years after such termination, none of Assignee or any of Assignee's affiliates or any of their members, managers, shareholders, partners, principals, officers or directors shall have the right to directly or indirectly acquire the Property or Seller's equity interest without first obtaining the written approval of Goddard.

6. Due Diligence Period.

(a) Assignee acknowledges and understands that, notwithstanding the Assignment Effective Date, Assignee shall conduct the due diligence and inspections as described under the Contract, and within two (2) business days of receipt of any preliminary Assignee Reports (as hereinafter defined) or final Assignee Reports, Assignee agrees to deliver to Goddard copies of same. Assignee agrees to have Goddard and the New Franchisee named as additional reliance parties or certified parties, as applicable, on the Assignee Reports, excluding the title commitment. "**Assignee Reports**" shall mean all reports obtained in connection with the due diligence, including without limitation, any title commitments, surveys, zoning reports, property condition reports, appraisals, market studies, engineering reports, architectural and design plans and drawings, and environmental assessments, including without limitation, any Phase I environmental site assessments, Phase II environmental site assessments, mold reports and asbestos reports, but excluding any proprietary or privileged materials of Assignee, and any preliminary or final entitlements obtained. Notwithstanding anything herein to the contrary, Assignee agrees that as part of its due diligence, Assignee shall, at a minimum, obtain an ALTA Survey via the Survey Proposal (as defined below), coordinate updates to the Commitment (as defined below), conduct a property condition inspection and obtain a property condition report, conduct a Phase I Environmental Site Assessment and obtain a zoning report, all of which shall be subject to the requirements of an Assignee Report as described above.

(b) Assignee agrees that prior to delivering to Seller any Objection Notice as described in Section 6(b) of the Contract ("**Objection Notice**"), that Assignee will deliver the proposed Objection Notice to Goddard for review and comment, but in any event, no later than the date that is fifteen (15) business days prior to the expiration of the Objection Date (as defined in the Contract). If Goddard does not provide any comments to the Objection Notice within two (2) business days of receipt from Assignee, Assignee may proceed with its delivery of the Objection Notice to Seller. Assignee agrees to provide Goddard copies of any responses received from Seller to any such Objection Notice and copies of any other notices, material communications or due diligence materials delivered to Assignee by Seller under the Contract. In no event shall Assignee have the right to terminate the Contract without the prior written consent of Goddard.

(c) Assignee acknowledges that prior to the Assignment Effective Date, Goddard delivered to Assignee (A) copies of the Due Diligence Materials delivered by Seller to Goddard under the Contract, including, without limitation, the Seller's existing title insurance policy, survey and Seller Property Disclosure Statement, (B) a copy of that certain Commitment for Title Insurance from First American Title Insurance Company, Commitment Number: ______________________, with an effective date of ______________ ("**Commitment**") and (C) a copy of that certain Agreement for Services with FA Commercial Due Diligence Services Co. to obtain a Survey ("**Survey Proposal**"). Goddard makes no representation or warranty to Assignee regarding the Due Diligence Materials or any other due diligence materials delivered to Assignee hereunder and Goddard has no obligation to conduct any due diligence or investigations under the Contract or this Agreement.

7. Lease With New Franchisee. As a condition precedent to Goddard's obligation to assign the Assigned Rights to Assignee hereunder, (i) Assignee agrees that the Property will be operated as a The Goddard School franchise by a franchisee selected by Franchisor (as hereinafter defined), in Franchisor's sole discretion ("**New Franchisee**") and understands that the New Franchisee will be a party to a franchise agreement with Goddard's affiliate, Goddard Franchisor, LLC ("**Franchisor**") as set forth in such franchise agreement ("**Franchise Agreement**"); and (ii) Assignee agrees to enter into a lease agreement with New Franchisee in form and substance satisfactory to Assignee, New Franchisee and Franchisor ("**Lease Agreement**"). Assignee agrees to provide a copy of the proposed Lease Agreement to Goddard and Franchisor as soon as possible after the Assignment Effective Date for Franchisor's review and comment. Assignee agrees that the Lease Agreement shall include customary protections and rights of the Franchisor as set forth in Franchisor's then-current Franchise Disclosure Document and form of Franchise Agreement and Rider to Lease, including without limitation that (a) the permitted use of the Property for any use other than the operation of a The Goddard School franchise will not occur without the prior consent of the Franchisor, (b) New Franchisee shall not have the right to directly or indirectly assign the Lease Agreement or sublease all or any portion of the Property without the prior consent of the Franchisor, (c) the Assignee, as landlord, and the New Franchisee, as tenant, will simultaneously deliver copies of any default notices under the Lease Agreement to Franchisor, (d)

in the event of a default by New Franchisee under the Lease Agreement, Franchisor will have the right (but not the obligation) to cure such defaults prior to any termination of the Lease Agreement, and (e) in the event of a default by New Franchisee under the Lease Agreement or under the Franchise Agreement, Franchisor shall have the right to replace New Franchisee with Franchisor or one of its affiliates, or a new franchisee.

8. Closing and Closing Documents. Assignee agrees (a) not to waive any contingencies under the Contract for Closing without the prior consent of Goddard, such consent not to be unreasonably withheld, (b) to use commercially reasonable efforts to try as close on the purchase of the Property as soon as possible under the Contract in order to prepare the Property for opening as a The Goddard School franchise as soon as possible, (c) to cause the issuance of a certificate of occupancy that will allow for the operation of a childcare center (or their equivalents under all applicable laws) pursuant to all applicable laws on or before _____________, which such obligation shall survive the Closing and (d) to deliver Goddard copies of the documents for Closing described in Section 10 of the Contract upon receipt thereof from Seller.

9. Goddard Representations and Warranties. Goddard represents and warrants to Assignee that Goddard is a limited liability company, duly established, validly existing and in good standing under the laws of the State of Delaware and has the full power and authority to execute and deliver this Assignment. The execution, delivery and performance of this Assignment (a) are within Goddard's limited liability company powers, (b) have been or will be duly authorized by all necessary limited liability company action, and (c) do not violate the organizational documents of Goddard, or any order, judgment or decree to which Goddard is a party or by which it is bound.

10. Assignee Representations, Warranties and Covenants. Assignee represents and warrants to Goddard, which such representations and warranties shall be true and correct as of the Assignment Effective Date and as of the date of Closing under the Contract, as follows and makes, as applicable, such additional covenants and agreements as follows:

(a) Assignee is a limited liability company, duly established, validly existing and in good standing under the laws of the State of ____________ and has the full power and authority to execute and deliver this Assignment and all documents, agreements and instruments under the Contract. The Assignee is, or as of the Closing Date, will be duly qualified to conduct business in the state where the Property is located. The execution, delivery and performance of this Assignment and all documents, agreements and instruments under the Contract (i) are within Assignee's limited liability company powers, (ii) have been duly authorized by all necessary limited liability company action, and (iii) do not violate the organizational documents of Assignee, or, any order, judgment or decree to which Assignee is a party or by which it is bound.

(b) The representations and warranties set forth in Section 8(a) of the Contract are true and accurate for Assignee as if Assignee originally made same under the Contract as "Purchaser".

(c) Assignee is a sophisticated investor, owner and developer of real estate and understands and agrees that other than as set forth in Section 9 above, Goddard is not making (and shall not be deemed to have made or to make) any representations or warranties to Assignee. Assignee expressly acknowledges and agrees, and represents and warrants to Goddard, that, (i) except for the representations and warranties set forth in Section 9 above, Assignee is accepting this Assignment and the Contract, and the assignment of the Assigned Rights, without representation or warranty from Goddard or any of its affiliates, (ii) Assignee understands and agrees that Goddard is not making any direct, indirect or implied representations or warranties about the Property or any portion thereof, including without limitation, as to any physical condition, title, leases, rents, revenues, income, expenses, operation, access, zoning, compliance with laws, suitability for any use, ability to obtain any entitlements or any other matter whatsoever and that Assignee is relying solely on its own due diligence, inspections and investigations of the Property, this Assignment, the Contract and any other matters related to the foregoing and (iii) Assignee acknowledges that the consummation of the transactions contemplated by the Contract is subject to the performance by Seller under the Contract, and Goddard is not making any representations, guaranties or assurances of Seller's performance under the Contract. Assignee agrees and acknowledges that upon the Assignment Effective Date, Goddard is released from any obligations under the Contract and Assignee shall have not right to make any claims against Goddard or any of Goddards's affiliates or any of their officers, directors, members, managers, shareholders, partners, employees, agents or representatives for any losses, actions, claims, suits, liability, damage expenses or costs (including attorneys' fees) ("**Claims**") arising under the Contract, including without limitation, arising as a result of any default of Seller under the Contract. Assignee shall indemnify, hold harmless and defend Goddard from any Claims arising as a result of any breach or default by Assignee under the Contract or this Assignment.

(d) Assignee covenants to acquire the Property in accordance with the terms and conditions of the Contract (subject to the modifications herein) so that the Closing shall occur under the Contract, and any failure to do so shall constitute a default by Assignee under this Assignment.

(e) The representations and warranties of Assignee shall survive the Closing on the Property or the termination of this Assignment or the Contract.

11. Confidentiality. Assignee acknowledges and agrees that any non-public information hereto or hereafter furnished by Goddard to Assignee and the terms and conditions of this Assignment are confidential and shall not be disclosed to any third parties, without the prior consent of Goddard, except to the extent required under applicable law (and only after notice thereof to Goddard of such disclosure) or to Assignee's employees, consultants, representatives and agents who have a need to know basis in support of Assignee's acquisition of the Property and have been advised to retain such information in confidence.

12. Default.

(a) Assignee Default. In the event (i) of any breach of Assignee's obligations, representations, warranties, covenants or agreements under this Assignment or (ii) Assignee fails to close on the purchase of the Property, Goddard shall have the right to terminate this Assignment, and shall have no obligation to reimburse all or any portion of the Earnest Money to Assignee. In the event of any such termination by Goddard, Assignee shall execute and deliver the Reassignment Agreement (in the form attached hereto as Exhibit B) to Goddard. However, this provision will not waive, limit or affect (x) Goddard's right to receive reimbursement for attorneys' fees, it being agreed and understood by Assignee that if Goddard is required to enforce any of its rights under this Assignment, including without limitation, the enforcement of specific performance of the Reassignment, Assignee shall be responsible for payment of Goddard's reasonable and actual costs and expenses incurred in connection therewith, including without limitation, all attorney fees, (y) Assignee's obligations to provide the Assignee Reports and all entitlements to Goddard, or (z) Goddard's rights and remedies arising under or with respect to Assignee's release and/or indemnity obligations under this Assignment.

(b) Goddard Default. In the event of any breach of Goddard's obligations, representations, warranties, covenants or agreements under this Assignment, Assignee shall have the right to terminate this Assignment upon written notice to Goddard and upon Goddard's receipt of a Reassignment Agreement executed by Assignee in favor of Goddard, then Goddard shall reimburse Assignee the amount of the Earnest Money.

(c) Limitation of Damages. Notwithstanding anything herein to the contrary, in no event shall either party be liable for indirect, special, consequential or punitive damages for a breach of this Assignment.

13. Brokers. Each party represents and warrants to the other party that it has not dealt with any broker, agent or finder in connection with this Assignment and agrees to indemnify and hold the other party harmless from and against all Claims made against or suffered or incurred by the other party as a result of a breach of the foregoing representation.

14. Time of Essence. Time is of the essence with respect to this Assignment and the obligations of the parties hereunder. All periods of time referred to in this Assignment shall mean calendar days; provided, that if the date or last date to perform any act or give any notice with respect to this Assignment shall fall on a Saturday, Sunday or a national holiday recognized by national banks, such act or notice may be timely performed or given on the next succeeding day that is not a Saturday, Sunday or a national holiday recognized by national banks.

15. Assignment. Assignee shall not have any right to directly or indirectly assign this Assignment, the Assigned Rights or the Contract without the prior written consent of Goddard. A transfer of forty-nine percent (49%) or more of the direct or indirect interest of Assignee shall constitute an assignment requiring the consent of Goddard.

16. Successors. This Assignment shall inure to the benefit of and shall be binding upon Goddard and Assignee, and their respective successors and assigns, subject to the terms of Section 15 above.

17. Further Assurances. On and after the Assignment Effective Date, Goddard and Assignee shall each take any and all further actions, including but not limited to the execution of additional instruments or documents, that may be reasonably requested in writing by either one of them to effectuate or evidence the assignment of the Assigned Rights.

18. Amendments. This Assignment may not be modified or amended, except by written instrument signed by both parties.

19. Governing Law. The terms and conditions of this Assignment shall be governed under the laws of Pennsylvania, without giving effect to its conflicts of laws principles.

20. Waiver of Jury Trial. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF THE PARTIES WAIVES ANY RIGHT TO TRIAL BY JURY.

21. Captions; Headings. The captions and headings in this Assignment are inserted for convenience only and in no way defined, describe or limit the scope of the intent of this Assignment.

22. Severability. If any term or provision of this Assignment or the application thereof to any persons or circumstances shall, to any extent be invalid or unenforceable, the remainder of this Assignment or the application of such term or provision to persons or circumstances other than those as to which is held invalid or unenforceable shall not be affected thereby and each term and provision of this Assignment shall be valid and enforced to the fullest extent permitted by applicable laws.

23. Notices. Any notice, request, demand, consent, or approval under this Assignment shall be in writing and shall be sent either via (a) overnight courier, in which case, receipt shall be deemed to have occurred on the business day following deposit with a reputable courier or (b) email, in which case, receipt shall be deemed to be given on the business day when sent, provided, that if the notice is sent after 5:00 P.M. Eastern Time, delivery shall be deemed to have occurred on the next business day, to the parties at the addresses set forth below. Any notices sent by counsel for a party shall constitute proper notice.

If to Goddard:	Goddard Real Estate Development Company, LLC 1016 W. Ninth Avenue King of Prussia, Pennsylvania 19406 Attention: Timothy J. Dwyer Email: notices@goddardsystems.com
With a copy to:	c/o Goddard Systems LLC 1016 W. Ninth Avenue King of Prussia, Pennsylvania 19406 Attention: Cynthia Turner Email: cturner@goddardsystems.com
If to Assignee:	___________________________ ___________________________ ___________________________ Attention: _________________ Email: ____________________

24. Counterparts. This Assignment may be executed in counterparts, by PDF or electronic signature, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signatures on Next Page]

IN WITNESS WHEREOF, the undersigned parties have executed and delivered this Assignment as of the Assignment Effective Date.

GODDARD:

GODDARD REAL ESTATE DEVELOPMENT COMPANY, LLC, a Delaware limited liability company

By: _____
Name: Timothy Dwyer
Title: Chief Financial Officer

ASSIGNEE:

________________, an ____________ limited liability company

By: ______________________________________
Name:
Title:

As evidenced by its signature below, First American Title Insurance Company agrees to serve as Escrow Company and agrees to fulfill those duties more fully described herein.

First American Title Insurance Company
By: ______________________________________
Name:
Title:

Exhibit A
Contract

See Attached

Exhibit B
Form of Reassignment Agreement

RE-ASSIGNMENT OF REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS RE-ASSIGNMENT OF REAL ESTATE PURCHASE AND SALE AGREEMENT (this “**Assignment**”) is entered into effective as of ____________, 2026 (“**Assignment Effective Date**”) by and between GODDARD REAL ESTATE DEVELOPMENT COMPANY, LLC, a Delaware limited liability company (“**Goddard**”), as assignee, and __________________, an _______________ limited liability company, as assignor (“**Assignor**”).

RECITALS

A. Goddard, as purchaser, and _____________________, an _____________ limited liability company, as seller (“**Seller**”), entered that certain Real Estate Purchase and Sale Agreement dated ______________ (“**Contract**”), a copy of which is attached hereto as Exhibit A (as may be further amended or replaced from time to time) pursuant to which Seller agreed to sell, and Goddard, as purchaser thereunder, agreed (subject to the terms therein) to acquire the Property (as described in the Contract) located at _____________________________________.

B. Goddard assigned the Contract to Assignor pursuant to that certain Assignment and Assumption of Real Estate Purchase and Sale Agreement dated ______________ (“**Prior Assignment**”).

C. Pursuant to the Contract, as supplemented by the Prior Assignment, the Escrow Agent (as defined in the Contract) is holding the initial Earnest Money (as defined in the Contract) in the amount of $___________.

D. Subject to the terms and conditions of this Assignment, Assignor desires to transfer and assign to Goddard all of Assignor’s right, title and interest under the Contract and its rights to acquire the Property, including, without limitation, the rights of Assignor in the disbursement and/or credit of the Earnest Money (collectively, the “**Assigned Rights**”), and Goddard has agreed to accept and assume the Assigned Rights from and after the Assignment Effective Date. For the avoidance of doubt, the Assigned Rights does not include the Prior Assignment or any obligations of Assignor, as assignee, thereunder.

AGREEMENTS

NOW, **THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein, and of the mutual promises and covenants contained in this Assignment, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals; Defined Terms. The above recitals are true and correct and incorporated herein by reference. All capitalized terms used herein and not defined herein shall have the meaning ascribed to such terms in the Contract.

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2. Assignment and Assumption. Assignor hereby transfers and assigns to Goddard all of Assignor's right, title, interest in, to and under the Assigned Rights, and Goddard hereby assumes the Assigned Rights as of the Assignment Effective Date.

3. Reimbursement of Earnest Money. Within one (1) business day of the Assignment Effective Date, Goddard shall reimburse Assignor via wire transfer the amount of the initial Earnest Money that Assignor previously delivered to the Escrow Company under the Contract; provided, that in the event that Assignor was in default under the Prior Assignment or Contract, no such reimbursement shall be required.

4. Successors. This Assignment shall inure to the benefit of and shall be binding upon Goddard and Assignor, and their respective successors and assigns.

5. Further Assurances. On and after the Assignment Effective Date, Goddard and Assignor shall each take any and all further actions, including but not limited to the execution of additional instruments or documents, that may be reasonably requested in writing by either one of them to effectuate or evidence the assignment of the Assigned Rights.

6. Governing Law. The terms and conditions of this Assignment shall be governed under the laws of Pennsylvania.

7. Waiver of Jury Trial. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY.

8. Captions; Headings. The captions and headings in this Assignment are inserted for convenience only and in no way defined, describe or limit the scope of the intent of this Assignment.

9. Severability. If any term or provision of this Assignment or the application thereof to any persons or circumstances shall, to any extent be invalid or enforceable, the remainder of this Assignment or the application of such term or provision to persons or circumstances other than those as to which is held invalid or unenforceable shall not be affected thereby and each term and provisions of this Assignment shall be valid and enforced to the fullest extent permitted by applicable laws.

10. Counterparts. This Assignment may be executed in counterparts, by PDF or electronic signature, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties have executed and delivered this Assignment as of the Assignment Effective Date.

GODDARD:

GODDARD REAL ESTATE DEVELOPMENT COMPANY, LLC, a Delaware limited liability company

By: _____
Name: Timothy Dwyer
Title: Chief Financial Officer

ASSIGNOR:

________________, an _______________ limited liability company

By: ______________________________________
Name:
Title:

<u>EXHIBIT D-4</u>

LEASE

LEASE AGREEMENT

This Lease Agreement (the "Lease") is made and entered into this _____ day of _____________, 2026, between _________________________ ("**Lessor**") and _________________________________, or its nominee or assignee, d/b/a The Goddard School ("**Lessee**").

AGREEMENT

1. **Lease and Premises.** For valuable consideration, Lessor leases to Lessee and Lessee leases from Lessor, on the terms and conditions of this Lease, the premises which are located at _____________________________ and which are described on Exhibit "A" (attached and incorporated by reference,) together with all improvements now existing or later placed ("**Improvements**") and any and all appurtenances, all being referred to as the "**Premises**". Lessor represents and warrants that it owns good and marketable title to the Premises, subject to restrictions, agreements, conditions and easements of record, conditions and notes on recorded plats or plans and rights of any utility company.

2. **Term.** The Term of this Lease ("**Term**") shall be 180 months. The Lease shall commence ("**Commencement Date**") on the date the Certificate of Occupancy is issued for the operation of a Goddard School (the "**Intended Use**") on the Premises.

3. **Conditions of Lessee's Obligations.** The Lessee's obligations are subject to the satisfaction of all conditions of this Lease. Lessee may waive any and all of these conditions by written notice to Lessor or, upon the request of Lessor, Lessee, in its sole discretion, may extend in writing the time for Lessor's performance. If any one of the conditions is not satisfied in the time and manner specified, without waiving any of its other rights under this lease or at law or equity, Lessee may terminate its obligations under this Lease and have all sums paid returned to it.

4. **Rent.** Lessee agrees to pay to Lessor, at the address referenced in paragraph 26, or at such other place as Lessor may designate in writing, rent for the Premises, payable monthly in advance in the amounts set forth in Exhibit "B" (attached and incorporated by reference), beginning on the earlier of the date Lessee receives its license to operate as a child care center or thirty (30) days after Lessor obtains a permanent Certificate of Occupancy, and continuing on the first day of each calendar month of the Term, except that for the first and final calendar months (or portions of either) of the

Term Lessee shall pay Lessor an amount which bears the same ratio to the monthly rate specified in this Lease as the number of days then remaining in such month bears to the total number of days in such month. Lessee, for itself, its successors and assigns, covenants and promises to pay rent without further notice and without demand, deduction, counterclaim or set-off of any kind. Any other sums payable to Lessor under this Lease shall be deemed to be additional rent.

5. **Use of Premises.**

(A) The Premises shall be used only for the Intended Use and for no other purpose. Lessor and Lessee further acknowledge that the design and appearance of the Premises are proprietary to Goddard Franchisor, LLC ("GFL") and essential to the operation of a Goddard School. Lessor and Lessee further agree that because the proper appearance and operation of the Goddard School to be located on the Premises is essential to GFL, GFL shall be an intended third party beneficiary of this Lease. GFL, however, shall have no obligations under this Lease unless expressly set forth in the Lease. Lessor and Lessee shall adhere strictly to the GFL-approved plans and the premises shall be constructed in strict conformance to the plans. No changes shall be made to the plans, to any other plans, to the GFL Project Manual, Code Footprint or any other project-related documents without the written approval of both Lessee and GFL, which approval must be memorialized in a change order executed by Lessee and GFL's President or Chief Financial Officer. No change order shall be binding on Lessee or GFL unless executed by such persons.

(B) Lessee shall comply with all applicable laws, ordinances and regulations and shall not use or permit any unlawful use of the Premises and will operate the Goddard School in a first-class, clean, safe and sanitary manner. Lessee shall maintain and procure, at Lessee's expense, all licenses, permits or inspection certificates required by any governmental authority. Lessee may, after giving Lessor ten (10) business days' written notice, contest any such law, ordinance or regulation in the name of Lessee or if necessary, Lessor but Lessee shall indemnify Lessor against any costs, penalties or reasonable attorney's fees incurred by or asserted against Lessor by reason of such contest.

(C) Within sixty (60) days of the full execution of this Lease, Lessor shall provide a site plan for GFL's review and approval. Within thirty (30) days after Lessor receives GFL's approval, it shall file an application with the appropriate board or commission for approval of the site plan with all improvements to be built, constructed and installed upon the Premises. Lessor shall take all necessary action to ensure that storm water management measures are adequate to ensure that storm water run-off to and from adjacent properties does not have an adverse effect on the Premises or the adjacent properties. Storm water management measures shall include but not be limited to a minimum of a two percent (2%) positive grade away from the building perimeter.

(D) Lessor shall construct upon the Premises a _______________square foot building for the Intended Use. When Lessor receives the state-specific floor plan and prototype plans from GFL, Lessor shall prepare for GFL's approval the plans and specifications to construct a Goddard School on the Premises. When GFL approves the plans, Lessor shall file applications with all state, county, and/or township boards, commissions or other entities to secure the approvals and permits ("Approvals and Permits"). The final government-approved construction plans shall be attached to this Lease and incorporated by reference as Exhibit "C" and the building to be constructed to strictly conform to Exhibit "C". Lessor acknowledges that any floor plan and site plan modifications must be approved in writing by GFL before completing the building plans for Approvals and Permits. Lessor agrees that it shall not begin construction of the building until it has received final approval from GFL, which approval shall not be unreasonably withheld. Lessor shall, in good faith, diligently pursue and obtain the Approvals and Permits within one hundred eighty (180) days from the date of this lease. In the event Lessor cannot obtain the Approvals and Permits within one hundred eighty (180) days, Lessee may extend the time for Lessor's performance or terminate this Lease and have all sums paid under this lease returned to it.

(E) Increased construction costs resulting from compliance issues with licensing agencies causing change orders to the approved building plans will be at Lessee's sole cost and expense. Lessee shall have the option of paying the increased construction costs in one lump sum payment, or through increased rent payments in equal amounts throughout the term of the Lease. All such change orders must be approved in accordance with paragraph 5A.

(F) Upon completion of all improvements, Lessor shall, in good faith and at its sole expense, diligently pursue and obtain a Certificate of Occupancy for the Premises. Lessor shall obtain the Certificate of Occupancy no later than six (6) months from the date upon which the Permits authorizing construction of the Premises are issued.

(G) Zoning for the area within which the Premises are located shall permit the Intended Use.

6. **<u>Taxes, Insurance and Utilities.</u>**

(A) Lessee shall pay to Lessor each month, in addition to the monthly rent, one-twelfth (1/12th) of all estimated Real Property Taxes assessed against the Premises annually. The Real Property Taxes for the immediately preceding calendar year shall be the basis for the computation of the monthly tax installments. Upon receipt of the actual tax assessment invoice for each calendar year, any additional taxes owed to Lessor as a result of any increase in taxes shall be paid by Lessee immediately, and the monthly tax installments to be paid by Lessee shall be adjusted accordingly. Lessee shall have the right, at its sole expense, to file an appeal of the local tax assessment of the Premises. Lessee shall be responsible for all fees, costs and expenses (including attorney's fees) in connection with any such appeal.

(B) Lessee shall not be obligated to pay local, state or federal net income taxes assessed against Lessor; local state or federal capital levy of Lessor; or sales, excise, franchise, gift, estate, succession, inheritance, transfer other taxes of Lessor.

(C) Lessee shall obtain and maintain, at Lessee's expense, property and fire insurance covering the building containing the Premises in accordance with paragraph 9.

(D) Lessee shall pay for all water, gas, electricity and all other utilities serving the Premises.

(E) Lessee shall be liable for all business use and occupancy taxes due for the Premises.

[(F) During the term of this Lease and any extensions and/or renewals, Lessee shall pay Lessor all expenses, assessments and any and all other charges of any nature, whatsoever, required by the ________________________________ (Condominium Association) and/or its nominee or assignee, and agrees to be bound by the terms and conditions of the Declaration of Protective Covenants for the ________________________________ (Condominium Association) as set forth in Exhibit "D" (attached and incorporated by reference; if applicable).]

7. **<u>Lessor Access.</u>** With reasonable prior notice (except in the event of an emergency), Lessee shall permit Lessor and its agents to enter the Premises at reasonable times during normal business hours to inspect the Premises. For a period of six (6) months before the termination of this Lease, Lessor may enter upon the Premises during normal business hours to show the Premises to prospective tenants provided that such entry and showing does not interfere with the conduct and operations of Lessee's business. Additionally, immediately after termination or expiration of this Lease, Lessor shall have the right to re-enter the Premises and de-identify the Premises so as to protect GFL's trade names, service marks and trademarks, and shall further have the right to charge Lessee for the costs associated with such re-entry and de-identification.

8. **Public Liability and Workers Compensation Insurance and Indemnity.**

(A) During the Term, Lessee shall, at its expense, keep in force by advance payment of premiums, public liability insurance in an amount not less than $1,000,000.00 for injury to or death of one person as a result of one occurrence and not less than $3,000,000.00 for injury to or death of more than one person as a result of one occurrence, and for damage to property in the amount of $500,000.00 insuring Lessee and Lessor (as additional insured) against any liability that may accrue against them jointly or severally on account of any occurrences in or about the Premises during the Term or as a consequence of Lessee's occupancy and resulting in bodily injury, personal injury or death or property damage to any third party. Each policy shall provide for notice to be given to Lessor thirty (30) days before any insurance will terminate, be revoked, lapse or end for any reason. Each insurance policy shall be issued by an insurance company having a policy holder's rating of B+ or better by A.M. Best & Company and duly authorized to transact business in the state where the Premises are located. Before occupying the Premises and at any time later requested by Lessor, Lessee shall furnish to Lessor certificates of all required insurance. If Lessee does not maintain such insurance, Lessor may notify Lessee of such failure and if Lessee does not deliver to Lessor, within ten (10) days after such notice, certification showing all such insurance to be in effect, Lessor may obtain, at its option, the required insurance and pay the premiums on the items specified and Lessee covenants that it shall reimburse Lessor any amounts paid for such insurance , as additional rent, with interest at the rate of five percent (5%) per annum from the date of such payment by Lessor until repaid by Lessee. Alternatively, if Lessee fails to secure the appropriate insurance and such failure continues after the notice period set forth above, Lessor may deem such failure to be a default (of this Lease) and may avail itself of any remedies set forth in paragraph 23.

(B) Lessee shall indemnify and hold Lessor harmless from any and all costs pertaining to any claims of whatever nature which are asserted against Lessor with respect to its ownership of the Premises during or after the Term and which are based on: (i) any act or omission of Lessee, including, but not limited to, any default in the performance of any obligation of Lessee under this Lease; or (ii) any injury to or death of any person, or damage to any property occurring in or around the Premises during the Term, if caused by the negligence or willful misconduct of Lessee, or any of its agents, licensees, business invitees or guests. The term "**costs**" means all costs of investigation and defenses or other expenses, reasonable attorney's and expert fees and all liabilities, judgments, penalties and fines and interest related to such claims.

(C) During the Term, Lessee shall maintain statutory workman's compensation insurance covering all persons working at Lessee's direction in or about the Premises. Lessee shall provide Lessor certificates evidencing said workers compensation insurance before occupying the Premises and at any later time required by Lessor.

9. **Fire and Extended Coverage Insurance.**

(A) During the Term, Lessee shall at its expense, keep the Premises and all Improvements adequately insured, naming Lessor as additional insured, in an amount equal to the full replacement cost of the Improvements with insurance companies having an insurance rating of B+ or better as established by A.M. Best & Company or any other qualified rating organization against damages as set forth in special form exception coverage. Such insurance shall include a broad form business owners' package policy, which contains business interruption/extra expense coverage for a period not less than one (1) year, in form and substance acceptable to Lessor. On the Commencement Date, and as later required by Lessor, Lessee shall deliver to Lessor copies of insurance certificates evidencing this insurance.

(B) During the Term, Lessee shall at its expense, keep the equipment, furniture and trade fixtures in the Premises adequately insured in an amount equal to full replacement cost with insurance companies having an insurance rating of B+ or better established by A.M. Best & Company or any other qualified rating organization against damages caused by fire, lightning and all other causes of physical loss. Lessee shall deliver to Lessor copies of insurance certificates evidencing this insurance at the time of execution of this Lease and at any time later requested by Lessor.

10. **Mutual Waiver of Subrogation Rights.** Whenever any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease in connection with the Premises, and such loss, cost, damage or expense is insurable under the insurance required to be carried by the parties, the party required to be so insured releases the other party from liability, other than liability arising out of the gross negligence or intentional misconduct it may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance, and waives any right of subrogation in the amount of any insurance amount recovered which might otherwise exist in or accrue to any person, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect is to invalidate such insurance coverage or be contrary to any statute, ordinance, law or public policy.

11. **Damages to Premises.**

(A) Damage – Insured. Subject to the provisions of paragraphs 11(D) and 11(E), if the Premises are damaged and such damage was caused by a casualty covered under an insurance policy required to be maintained under paragraph 9, Lessor shall, at its expense, repair such damage within ninety (90) days after issuance of permits and this Lease shall continue in full effect; however Lessor shall not repair or replace Lessee's fixtures or equipment (except and to the extent the insurance proceeds cover Lessee's fixtures or equipment).

(B) Damage – Uninsured or Partially Uninsured. Subject to the provisions of paragraph 11(D) and 11(E), if at any time during the Term the Premises are damaged, except by a negligent or willful act of Lessee, and such damage was caused by a casualty not covered under an insurance policy required to be maintained pursuant to paragraph 9 or actually maintained by Lessor, Lessor shall, at Lessor's option either: (i) repair such damage at Lessor's expense within ninety (90) days after the issuance of permits, in which event this Lease shall continue in full effect; or (ii) give written notice to Lessee, within thirty (30) days after the date of the occurrence of such damage, of Lessor's intention to terminate this Lease as of the date of the occurrence of such damage. In the event Lessor elects to terminate this Lease, Lessee shall have the right, within thirty (30) days after the receipt of such notice, to give written notice to Lessor of Lessee's intention to repair such damage at Lessee's expense, without reimbursement from Lessor, in which event this Lease shall continue in full effect, and Lessee shall proceed to make such repairs within ninety (90) days after the issuance of permits. In such event, Lessor shall promptly turn over to Lessee all insurance proceeds, if any, arising out of such damage and shall cooperate with Lessee in connection with any adjustment of insurance proceeds. If Lessee does not give notice within such 30-day period, this Lease shall be terminated as of the date of the occurrence of such damage. Notwithstanding anything in this paragraph to the contrary, in the event of insubstantial damage to the Premises (meaning damage for which the cost of repair is less than 10% of the replacement cost of the Improvements, excluding footings and foundations, as of the date of the damage as determined by Lessor's insurance agent without reference to any deductible), Lessor shall have no right to terminate this Lease and shall be obligated to repair the damage.

(C) If Lessor does not commence such repairs or restoration within ninety (90) days after the issuance of permits, or complete such repairs or restorations within one hundred eighty (180) days after such damage or destruction, Lessee may, at Lessee's option, terminate this Lease by giving

Lessor written notice of Lessee’s election to do so at any time prior to the commencement of such repair or restoration. In such event, this Lease shall terminate as of the date of such damage.

(D) Damage Near End of Term. If the Premises are partially damaged or destroyed during the last twelve (12) months of the last option or extension term of this Lease, Lessor may, at Lessor’s option, terminate this Lease as of the date of the occurrence of such partial damage by giving written notice to Lessee of Lessor’s election to do so within thirty (30) days after the date of the occurrence of such damage.

(E) Abatement of Rent; Lessee’s Remedies. If the Premises are partially damaged and Lessor or Lessee repairs or restores them pursuant to the provisions of this paragraph 11, the rent payable for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which Lessee’s use of the Premises is impaired.

12. **<u>Condemnation</u>**

(A) If during the Term all or a portion of the Premises ("**Parcel Taken**") shall be taken as a result of the exercise or threat of the power of eminent domain, upon delivery of possession to the condemnor of the Parcel Taken, without further action of the parties, this Lease shall be amended by deleting the Parcel Taken from the description of the Premises, and except as so amended or as set forth in paragraph 12(B), this Lease and Lessee's obligations, with the exception of the rent obligations, which rent obligations shall abate in proportion to the Parcel Taken as of the day on which the condemning authority takes possession, shall continue in full effect without change. In the event that the Parcel Taken does not effect Lessee's operation, there shall be no abatement of rent.

(B) Notwithstanding anything to the contrary in paragraph 12(A), if as a result of the exercise of the power of eminent domain, the Parcel Taken would render the Premises unsuitable for its Intended Use, this Lease shall be terminated as of the date on which legal title vests in the condemning authority or the date on which Lessor settles pursuant to a contract for the sale for public use or under the threat of condemnation, whichever first occurs, and all rental and other sums payable under this Lease shall be prorated to such date. The entire amount of any award for such taking shall belong to Lessor, and Lessee waives any other right it may have to any portion of such award.

(C) Lessee shall have the right to claim and recover from any condemning authority such compensation as may be awarded or recoverable by Lessee in Lessee’s own right on account of any and all damages to Lessee’s business by reason of the acquisition or condemnation, and for or on account of any loss, losses or expenses which Lessee may incur in removing Lessee’s merchandise, furniture, fixtures, equipment and leasehold improvements.

13. **Maintenance and Repairs**

(A) Except as set forth in paragraph 13(B), Lessee shall, at its sole expense, maintain the Premises and make repairs, restorations and replacements to the Premises, including without limitation, windows, doors, plate glass, sewer, mechanical, electrical and plumbing systems and all fixtures and appurtenances to the Premises as and when needed, to preserve them in good working order and condition, regardless of whether the repairs, restorations and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or non-capital or the fault or not the fault of Lessee, its agents, employees, invitees, visitors or contractors. Lessee shall maintain, make repairs and restorations to the heating, ventilation and air conditioning systems, and maintain a preventive maintenance contract providing for regular inspections and maintenance of the heating, air conditioning and ventilation system by a licensed heating and air conditioning contractor. Lessee shall maintain and repair the parking area and driveways, including clearing ice and snow from the sidewalks and parking lot, and maintain and repair the ground areas. All repairs, restorations and replacements will be in quality and class equal to the original work or installations. If Lessee fails (after 30 days notice, except that such period shall be extended if Lessee, within the 30 day period, has commenced and thereafter diligently continues to pursue to cure such failure) to maintain the Premises or make repairs, restorations, or replacements as required in this paragraph, Lessor may make them at the expense of Lessee and the expense will be collectible as additional rent to be paid by Lessee within fifteen (15) days after delivery of a statement for the expense.

(B) Lessor shall be responsible for (i) the replacement of the heating, air conditioning and ventilation systems of the building provided that such systems were properly maintained as referenced in paragraph 13(A) and that replacement is due to normal wear and tear, (ii) structural walls, foundation and roof of the building of which the Premises are a part.

14. **Environmental**

(A) Lessor represents and warrants that no substance or condition exists in or on the Premises that would support a claim or cause of action under any Environmental Law, and no action has been taken with respect to the Premises to remove or eliminate any such substance or condition. Lessor has not received any notice or other communication, written or oral, from any governmental or quasi-governmental authority regarding any such substance or condition. For purposes of this Lease, the term "Environmental Law" includes, but is not limited to: (i) any federal, state, or local law, statute or ordinance; (ii) any rule, regulation, interpretation, policy, permit, order or consent decree issued pursuant to any of the foregoing; or (iii) any federal, state or local decisional law which pertains to, governs or otherwise regulates the emission, discharge, release or spill of any substance, including but not limited to a hazardous or toxic substance, or the use, manufacture, processing, sale, treatment, storage, disposal, transportation, or other management of any substance. Lessor shall be responsible for any and all costs, expenses, or liabilities arising from or relating to any environmental contamination existing on the Premises as of the date hereof; Lessee shall be responsible for any and all costs, expenses, or liabilities arising from or relating to any environmental contamination which occurs on the Premises during the term hereof (unless due to the acts or omissions of Lessor or its employees, agents, contractors, invitees or representatives), including any extensions or renewals.

(B) Lessee shall not permit any release, spill, emission, generation, manufacture, storage, treatment, transportation, or disposal of "hazardous material", as defined in subparagraph (D) of this paragraph 14, on, in or from the Premises, except strictly in accordance with all Environmental Laws with respect to those hazardous materials that are necessary for the daily operation of Lessee's business. Lessee shall promptly notify Lessor, in writing, if Lessee has or acquires notice or knowledge that any hazardous material has been or is threatened to be released, discharged, disposed of or transported in violation of the foregoing, or stored on or in the Premises. If any hazardous material is found on the Premises, Lessee shall immediately notify Lessor, and Lessee, at its own cost and expense, shall immediately take such action as is necessary to detain the spread of and remove the hazardous material in accordance with applicable Environmental Laws, to the complete satisfaction of Lessor and appropriate governmental authorities.

(C) Lessee shall keep the Premises free of any lien imposed pursuant to any Environmental Laws.

(D) For purposes of this Lease, "**hazardous material**" means:

(1) "hazardous substances" or "toxic substances" as those terms are defined by the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §9601, et seq., or the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq., each as amended to or after the date of this Lease;

(2) "hazardous wastes," as that term is defined by the Resource Conservation and Recovery Act 42 U.S.C. §6902, et seq., as amended to or after the date of this Lease; and

(3) any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to

or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste substance or material, all as amended to or after the date of this Lease.

(E) The provisions of this Lease relating to hazardous material shall survive the expiration or termination of this Lease.

15. **Alterations.** Lessee shall not make any alterations, improvements or additions to the Premises without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld. Lessor's prior written consent shall not be necessary for any alteration, addition or improvement which: (i) costs less than Five Thousand Dollars ($5,000.00) including labor and materials; (ii) does not change the general character of the Premises or reduce the fair market value of the Premises; or (iii) is in compliance with the laws, ordinances, orders, rules, regulations, certificates of occupancy or other governmental requirements.

16. **Assignment.**

(A) **[FOR LEASES BETWEEN A LESSEE AND AN UNAFFILIATED LESSOR:]** In connection with the execution and delivery of this Lease, Lessor has executed the Rider to Lease and Collateral Assignment Exhibit "D" (attached and incorporated by reference) to evidence its consent to the assignment of this Lease by Lessee to GFL. In the event Lessee assigns this Lease to GFL, GFL shall have the right to assign this Lease to a GFL franchisee under the terms of the Rider to Lease and Collateral Assignment. Exhibit "E" (attached and incorporated by reference).

(B) Lessor shall permit Lessee to assign this Lease to a corporation, limited liability company or other legal entity in which Lessee is the principal shareholder or investor provided; however, that such assignment shall not diminish Lessee's liability under this Lease.

(C) Lessor agrees that Lessee may, with Lessor's consent, which shall not be unreasonably withheld, transfer its rights under the Lease to a person, firm or corporation who shall continue to operate a Goddard School franchise pursuant to the terms of the Lease, and who shall agree to assume Lessee's obligations under the Lease. Upon such assignment, Lessee shall have no further liability or obligation under the Lease.

17. **Signs and Fixtures.**

(A) Lessee shall have the right to erect signs for the purpose of identification and direction evidencing The Goddard School services; the signs will conform to any state and/or local restrictions; the signs' location and size shall be determined by Lessee subject only to state and/or local restrictions. Installation of said signs shall be permitted no later than sixty (60) days before the Term begins.

(B) Lessee shall have the right to install in accordance with all governmental regulations any equipment or trade fixtures required in the operation of its business, which shall be deemed to be personal property of Lessee.

(C) Expiration or termination of this Lease, Lessee shall remove all signs and equipment, trade fixtures, improvements and property which it may have installed or placed on the Premises. Lessee shall repair any damage to the Premises caused by such removal. If Lessee fails to repair any damage caused by such removal, Lessor shall make such repairs at Lessee's expense.

(D) Lessor waives its right to distrain upon: (i) trade equipment, inventory or chattels owned by Lessee or the occupant of the Premises and situated upon the Premises; and (ii) any and all decals, signs, logos, descriptive literature and any other printed material bearing the name of The Goddard School. Such waiver shall not, however, apply to the building and Improvements.

18. **Liens.** If any act or omission of Lessee or claim against Lessee results in a lien or claim of lien against Lessor's title to the Premises, Lessee, shall promptly remove or release same by payment of bond or otherwise to fully satisfy the lien. If the lien is not released within fifteen (15) days after written notice to Lessee to do so, Lessor may (but need not) pay or discharge any lien without inquiry as to its validity and Lessee shall, within ten (10) days after written demand pay Lessor all costs and expenses incurred plus interest at the rate of 1 1/2% per month. Lessee may contest any lien by first furnishing Lessor with a sufficient surety bond issued by a reputable surety company.

19. **Lessor's Right to Perform and Expenditures.** If Lessee defaults in the performance of any covenant of this Lease, and fails to remedy the default within a reasonable time after notice from Lessor, Lessor, may take such action as is commercially reasonable to cure the default. Lessor's expenditures and costs in connection curing the default plus 1½% per month interest shall be payable as additional rent upon the fifteenth (15th) day of the next month. Lessee shall also pay all of Lessor's reasonable costs and expenses, including reasonable attorneys', experts' and investigation fees, which may be incurred in enforcing Lessee's obligations. Lessor's election not to cure the default shall not be deemed a waiver of the default.

20. **Waivers.** No waiver by either party to this Lease of any provision or default whether in a single instance or repeatedly, shall be deemed a future waiver of such provision or default.

21. **Lessor's Representations.** Lessor represents and warrants that:

(A) it is legally empowered to execute this Lease and that the person signing this Lease on behalf of Lessor has full authority to do so;

(B) On payment by Lessee of the rent and other sums due Lessor, and performance of all the covenants, terms and conditions on Lessee's part to be performed, Lessee shall hold and enjoy the Premises or the tenancy created under this Lease without interruption by Lessor or any other person or persons lawfully or equitably claiming by, through or under Lessor, subject only to the terms of this Lease. Except as set expressly forth in this Lease, Lessor has made no representation or warranty regarding the Premises; and

(C) Lessor warrants the condition of the Premises, and all utility lines and equipment installed by Lessor, which Lessee is obligated to maintain pursuant to Paragraph 13(A), for a period of one (1) year after the Commencement Date. Lessor shall assign to Lessee all warranties on equipment and systems installed in the Premises, which were issued to Lessor with respect to any portion or items in the Premises, which Lessee is required to maintain or replace. Lessee agrees to look first to any such warranty for the repair or replacement of any defect in the Premises or equipment and Lessor agrees to cooperate with Lessee in the enforcement of any warranty.

22. **Option to Extend Term.** Provided that Lessee has substantially complied with the terms of this Lease, and further provided no default by Lessee then exists under this Lease, Lessee may extend the Term for one (1) additional period of five (5) years upon the same terms but at the rent set forth in Exhibit "B". Lessee may extend the Term by providing written notice to Lessor not less than six (6) nor more than nine (9) months before the expiration of the then-current Lease Term.

23. **Defaults and Remedies.**

(A) Each of the following events shall constitute an "Event of Default" by Lessee:

(1) the appointment of a receiver or trustee for Lessee in any court, which appointment is not vacated in thirty (30) days; the adjudication of Lessee as bankrupt or insolvent; or the assignment by Lessee for the benefit of creditors;

(2) Lessee's failure to pay any rent or other sums due Lessor when due, if the failure continues for a period of ten (10) days after Lessor gives written notice to Lessee;

(3) Lessee's failure to comply with any of its other obligations under this Lease if the failure continues for thirty (30) days after Lessor gives written notice to Lessee; provided, however, that if the failure cannot reasonably be cured within thirty (30) days after the date of Lessor's notice, Lessee may cure it if Lessee commences to cure within thirty (30) days after the date of the notice and then diligently completes the cure within on hundred and twenty (120) days of the notice; or

(4) Lessee abandons or vacates the Premises for six (6) or more consecutive business days.

(B) Upon the occurrence of an Event of Default by Lessee, Lessor may, by giving written notice to Lessee either: (i) terminate this Lease; or (ii) re-enter the Premises by summary legal proceedings or otherwise, expel Lessee, remove all property and relet the Premises. If Lessor elects to terminate and/or reenter, it shall attempt to mitigate any damages by using its best efforts to relet the Premises at the best rent obtainable; however, Lessee shall remain liable for the equivalent of the amount of all rent payable less the proceeds, if any, of reletting.

(C) Lessor's failure to comply with any of its obligations under this Lease shall constitute an "Event of Default" by Lessor if the failure continues for thirty (30) days after Lessee gives written notice to Lessor; provided, however, that if the failure cannot reasonably be cured within thirty (30) days and it does not interfere with Lessee's quiet enjoyment of the Premises or the operation of Lessee's business, Lessor may cure if Lessor commences to cure within thirty (30) days after the date of the notice and then diligently completes the cure within one hundred and twenty (120) days of the date of the notice.

(D) Upon the occurrence of an Event of Default by Lessor, Lessee may, by giving written notice to Lessor either: (i) terminate this Lease with no further obligation to Lessor; or (ii) cure the Event of Default and deduct the reasonable cost of doing so from
future rent; and (iii) avail itself of any other remedies available to it under this Lease.

24. **<u>Late Payment.</u>** Any payment due under this Lease that is received ten (10) or more days after the due date, shall be subject to a late charge equal to five percent (5%) of the late amount.

25. **<u>Subordination/Attornment.</u>** Lessee agrees that this Lease is subordinate to any mortgage encumbering the Premises. If the holder of any mortgage or deed of trust encumbering the Premises shall succeed to the rights of Lessor under this Lease, whether through repossession or foreclosure action, deed in lieu of foreclosure or otherwise, at the request of the party succeeding to Lessor's rights (sometimes called "Successor-lessor") and upon delivery to Lessee of evidence reasonably sufficient to verify the succession and the Successor-lessor's written agreement to accept Lessee's attornment, Lessee shall attorn to and recognize such Successor-lessor as the Lessor and shall promptly execute and deliver any reasonable instrument the Successor-lessor may request to evidence such attornment. On Lessee's attornment, this Lease shall continue in full effect as if it were a direct lease between Successor-lessor and Lessee upon all of the terms of this Lease. Successor-lessor shall

provide Lessee a statement of non-disturbance recognizing Lessee's rights under this Lease in return for Lessee's execution of any attornment instrument.

On the request of Lessor, Lessee agrees to subordinate its rights under this Lease to the lien of any mortgage encumbering the Premises, and to attorn to the holder of the mortgage, provided that the holder of the mortgage agrees in writing that so long no Event of Default exists, Lessee's possession of the Premises and its interest under the Lease will not be disturbed by reason of a foreclosure of the mortgage or a conveyance in lieu of foreclosure, and Lessee will not be named as a party in any foreclosure proceeding except as required by the rules of the applicable court. This agreement shall be reasonably satisfactory to Lessee and the mortgage holder.

26. **Notices.** Any notices required or permitted under this Lease shall be in writing and shall be personally delivered or mailed by registered or certified mail to the respective parties at the following addresses unless and until a different address has been designated by
written notice to the other party:

Notice to Lessor:

Notice to Lessee:

27. **Security Deposit.** On issuance of a building permit, Lessee shall deposit with Lessor, a security deposit in the amount of______________________ ($________) the ("Deposit") as security for Lessee's performance. If Lessee fails to pay rent or other charges due, or an Event of Default occurs, Lessor may apply any portion of the Deposit to rent or other charge or for the payment of any other sum to which Lessor may become obligated by reason of Lessee's default, or to compensate Lessor for any loss or damage which Lessor may suffer, without limiting any other rights or remedies of Lessor under this Lease. If Lessor applies all or any portion of the Deposit, Lessee shall within ten (10) days after written demand, deposit cash with Lessor in an amount sufficient to restore the Deposit to the full amount stated in this paragraph and Lessee's failure to do so shall be a material breach of this Lease. If Lessee performs all of Lessee's obligations under this Lease, the balance of the Deposit, without payment of interest shall be returned to Lessee at the expiration of the Term, less any amounts required for the payment of damages to the Premises (or at Lessor's option, to the last assignee, if any, of Lessee's interest under this Lease). Any damages to the Premises not repaired by

Lessee, will be repaired by Lessor, and the cost shall be deducted from the Deposit. No trust relationship is created between Lessor and Lessee with respect to the Deposit. The parties agree that no part of the Deposit is to be considered as the last payment of rent.

28. **Security.** Lessee shall be responsible for installing a security system for the Premises.

29. **Termination and Holding Over.**

(A) If Lessee does not extend the Term, this Lease shall expire without notice at the end of the Term.

(B) If Lessee holds possession of the Premises after the expiration of the Term, Lessee shall be a month-to-month tenant on the same terms except that the monthly minimum rent shall be 150% of the monthly minimum rent payable in the month before expiration.

30. **Meaning of Words.** The words "Lessor" and "Lessee" shall mean respectively all parties of Lessor or Lessee, regardless of number, and the word "he" shall be synonymous with "she", "it" and "they", and the word "his" shall be synonymous with "her", "its" and "their". If the Term is extended the word "Term" shall mean the Term as so extended.

31. **Remedies Cumulative.** All remedies of the parties are cumulative.

32. **Captions.** The captions of this Lease are for convenience only and shall not be construed as defining or modifying any of the provisions of this Lease.

33. **Governing Law.** This Lease shall be governed by the laws of the state in which the Premises are located.

34. **Binding Effect.** This Lease shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns.

35. **Entire Agreement.** This Lease and any Exhibits attached to this Lease shall constitute the entire integrated agreement between the parties with respect to the Premises and shall not be subject to change, modification, amendment or addition without the express written consent of all parties.

36. **Legal Fees.** In the event that it becomes necessary for either party to retain the services of legal counsel to enforce the terms of this Lease, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney's, expert and investigative fees, incurred in enforcing the terms of this Lease.

37. **Contingencies.** This Lease is contingent upon: (i) Lessee receiving all governmental and quasi-governmental approvals for the Intended Use; (ii) Lessee receiving financing from a qualified

lender for the purchase of equipment, inventory and miscellaneous items pertaining to Lessee's operation of a Goddard School; and (iii) GFL's final approval.

38. **Due Diligence.** Each party declares that the terms of this Lease have been completely read and are fully understood and voluntarily accepted by each party, after having a reasonable opportunity to confer with counsel. This Lease is entered into after a full investigation by the parties, and the parties are not relying upon any statements or representations not contained in this Lease.

39. **No Broker.** Lessor and Lessee represent and warrant to each other that they have not dealt with any real estate agent or broker other than ____________________ ("Broker") in connection with this transaction, and each agrees to indemnify from all liability, damage, loss, cost or expense incurred by reason of the indemnitor's breach of this representation and warranty. Lessor shall pay the Broker's commission in accordance with a separate agreement executed between Lessor and Broker.

I HAVE READ THE ABOVE LEASE AND UNDERSTAND ITS TERMS. I WOULD NOT SIGN THIS LEASE IF I DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

Lessor:

By: ______________________________________ (Seal)

Lessee:

______________________________________ (Seal)

______________________________________ (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT "B"

RENT SCHEDULE

YEAR	MONTHLY RENT	YEARLY RENT

OPTION PERIODS

EXHIBIT “C”

(GOVERNMENT APPROVED PLANS TO BE ATTACHED)

EXHIBIT "D"

RIDER TO LEASE AND COLLATERAL ASSIGNMENT

<u>EXHIBIT D-5</u>

PROJECT MANAGEMENT AGREEMENT

MASTER SERVICES AGREEMENT

1. **Parties**. This Master Services Agreement (the "**Master Agreement**"), is effective as of May __, 2026 ("**Effective Date**"), and is made between ________________, a franchisee of Goddard Franchisor LLC (**"GFL**"), having a principal place of business at _____________________ ("**Client**") and Cushman & Wakefield U.S., Inc., having an office and principal place of business at 225 W. Wacker Drive, Suite 3000, Chicago, IL 60606 ("**C&W**"). For the purposes of this Master Agreement, "Client" shall mean individually and collectively Client and any Client affiliate that elects to procure services under this Master Agreement and "C&W" shall mean C&W and any C&W affiliate that provides services to the Client under this Master Agreement. GFL is an express third-party beneficiary of this Master Agreement with the right to enforce its terms, including but not limited to performance obligations.

2. **General Intent**. This Master Agreement is entered between Client and C&W for the purpose of C&W providing commercial real estate services to Client in its development of a Goddard School® franchise.

3. **Term**. The term of this Master Agreement shall commence on the Effective Date and continue for a period of two (2) years ("**Initial Term**"), unless sooner renewed, extended or terminated pursuant to the terms of this Master Agreement.

4. **Services**.

4.1 C&W agrees to provide to Client (and where denoted, Client will provide to C&W) those services (the "**Services**") as are described on such Schedules. The terms of this Master Agreement shall be deemed incorporated into all Schedules. Client acknowledges and agrees that certain of the Services may be performed by affiliates of C&W.

4.2 In the event there is any inconsistency between the provisions of a Schedule and the provisions of this Master Agreement, the provisions of the Schedule, as the case may be, shall control in all respects. In the event there is any inconsistency between this Master Agreement and the Provisions of a Schedule, the provisions of the Schedule, as the case may be, shall control in all respects.

4.3 Third Party Software. In the course of providing Services, C&W may use software and technology licensed to C&W by third parties ("**Third Party Software**"). C&W will provide Client with the applicable terms and conditions of its license to use the Third Party Software and Client agrees at all times to comply with all of the terms and conditions of the Third Party Software license as if it were a party to such agreement. Client shall indemnify, defend and hold C&W, and its and their agents, assigns, directors, employees, officers and successors free and harmless from any and all claims, damages, liabilities or losses (including reasonable attorneys' fees) arising, directly or indirectly, from any use of the Third Party Software by Client in violation of this Section 4.3. If any Third Party Software is included in any deliverables provide by C&W under this Master Agreement, then C&W will assist Client in obtaining any necessary licenses to the Third Party Software necessary to use such Third Party Software after the termination of this Master Agreement.

5. **Fees and Expenses**. The parties agree that GFL , as part of its franchise relationship with Client and pursuant to an executed version of the agreement attached Exhibit A, agrees

to pay, on Client's behalf, all fees and expenses for and related to the authorized Services provided by C&W for which Client is responsible under this Agreement and applicable Schedule(s), and GFL shall seek reimbursement from Client for such amounts pursuant to the terms of its agreement(s) with Client. CW and Client acknowledge that GFL does not assume any liability for CW's services by agreeing to pay on behalf of Client. Notwithstanding anything to the contrary, all payment obligations for Services performed under this Master Agreement shall be governed exclusively by Exhibit A.

The parties agree that GFL is solely responsible for payment of C&W's fees and expenses hereunder, and C&W reserves all of its legal rights and remedies solely against GFL for payment of such fees and expenses; notwithstanding the foregoing, since the payment of C&W's fees and expenses are the consideration for C&W's Services to Client herein, Client agrees that if C&W fails to receive payment for its fees and expenses herein, C&W may suspend Services and/or ultimately deem Client in Material Breach in accordance with Exhibit A until payment is received or terminate this Agreement pursuant to the terms in Section 16 of this Agreement.

6. **Work Product.**

6.1 Except for previously developed ideas, concepts, know-how, designs, marks, playbooks, knowledge, techniques, approaches, and methodologies proprietary to C&W, which do not constitute confidential or proprietary information belonging to Client, the parties agree and acknowledge that any Services performed under this Master Agreement shall be deemed a "work made for hire" within the meaning of 17 United States Code Section 101 (hereinafter "**Work Product**") as such statute may be amended from time to time. Upon payment in full of all amounts due to C&W for the Services, all rights, including all copyright ownership interests, in any Work Product shall be the sole and exclusive property of Client, and Client shall own and have title to any such Work Product. C&W hereby transfers and assigns to Client any and all interests or rights that C&W has or may acquire in all Work Product, including, but not limited to, copyright rights and protection under 17 United States Code Section 106, as such statute may be amended from time to time. C&W shall cooperate with Client or its designees and execute documents of assignment, declarations, and other documents which may be prepared by Client, and take other necessary actions as reasonably directed by Client, to effect the foregoing or to perfect or enforce any proprietary rights resulting from or related to this Master Agreement. Such cooperation and execution shall be performed without additional compensation to C&W; provided, however, Client shall reimburse C&W for reasonable out-of-pocket expenses incurred at the specific written request of Client. It is further understood that C&W, its employees, agents, and/or representatives shall not copyright, patent, use, sell, or distribute any Work Product. Upon the expiration or termination of this Master Agreement, any Work Product and all copies, including electronic copies, remaining in C&W's possession will be delivered to Client.

6.2 If any Work Product is not considered a "work made for hire" under applicable law, C&W hereby irrevocably assigns to Client without further consideration, all of C&W's right, title and interest in and to such Work Product, including United States and foreign copyrights.

6.3 Notwithstanding anything contained herein to the contrary, the term "Work Product" shall be deemed to include only, and Client shall have ownership or title to only, any matter or material developed solely for the benefit of Client in the provision of the Services.

6.4 Notwithstanding anything contained herein to the contrary, nothing herein shall grant any exclusive rights to Client in, or transfer ownership to Client of, any material or information that is created or used by C&W in the normal course of its business for its clients or customers generally or is of a generic nature or is intellectual property owned by C&W (e.g., trademarks) or licensed to C&W by third parties (e.g., third-party computer software). C&W does not agree to any terms that may be construed as limiting or precluding, in any way whatsoever, its right to (a) provide services of any kind or nature whatsoever to any person or entity as C&W, in its sole discretion, determines or (b) develop for itself, or for others, materials that are competitive with those produced as a result of any of the Services provided hereunder, irrespective of their similarity to the Work Product.

7. **Representations**. C&W represents that: (a) it has the proper skill, training, applicable licenses and background to be able to perform the Services required under this Master Agreement in a competent and professional manner and in accordance with the highest industry standards, and (b) neither the execution by C&W of this Master Agreement nor the performance of the Services contemplated hereby conflicts with or shall result in a breach or default of any other agreement or instrument to which C&W is a party.

8. **C&W Status**.

8.1 Depending on the specific Services being performed by C&W under this Master Agreement, C&W may perform the Services as an independent contractor, real estate broker and/or an agent of Client. The applicable Schedule will designate in which of the foregoing capacities C&W is acting in performing the Services.

8.2 When performing Services as an independent contractor of Client, C&W will determine the method, details, and means of performing the Services contemplated hereunder.

8.3 When performing Services as an agent of Client, C&W shall act in a fiduciary capacity to Client with respect to those Services and shall take such actions as specifically authorized by Client on Client's behalf.

8.4 Neither C&W nor C&W's employees, subcontractors, agents or assigns are employees of Client and they are not entitled to any benefits, privileges or compensation other than that expressly set forth in the Schedules.

9. **C&W Employees and Subcontractors**.

9.1 C&W may, at C&W's own expense, employ such personnel, as C&W deems necessary to perform the Services required of C&W by this Master Agreement. Client may not control, direct, or supervise C&W's personnel in the performance of those Services. C&W is responsible for providing, at its own expense, any compensation to its personnel, or any disability, unemployment and other insurance, workers' compensation benefits, training or licensing as may be required of C&W for itself or its personnel. Notwithstanding the foregoing, for purposes of the Facilities Management and Office Support Services that may be provided by C&W to Client hereunder, Client shall reimburse C&W for payments made by C&W to such personnel, in accordance with and subject to the provisions set forth in the applicable Facilities Management or Office Support Services Schedule.

9.2 C&W shall have the right to utilize its affiliates and alliance members in the performance of its Services hereunder, if they comply with the obligations of C&W under this Master Agreement. C&W is responsible for ensuring any work performed by affiliate or alliance members is done in a competent and professional manner and in accordance with industry standards. For Brokerage Services, C&W shall advise Client prior to utilizing an affiliate, alliance member or Subcontractor and shall apprise Client of any actual or potential conflicts of interest as they relate to any such party.

10. **Documents**. Client agrees to comply with all reasonable written requests of C&W to provide access to all documents, materials, data, and other information deemed reasonably necessary to the performance of C&W's duties under this Master Agreement. C&W agrees to return all documents, materials, data (electronic and hard copy) and other information given C&W by Client hereunder at Client's request. C&W shall be entitled to keep copies of any documents, materials, data and other information which C&W deems reasonably necessary to complete C&W's business records; provided, however, any Proprietary Information (as defined below) so retained shall be subject to Section 11 below.

11. **Proprietary Information and Confidentiality**.

11.1 Both parties to this Master Agreement agree to protect the confidentiality of any proprietary information provided by the other party, including any confidential and proprietary information of GFL to which either party has access, which may include, but is not limited to, the following: on site software programs, time keeping software programs, operating system software programs, operational studies and program design documents (whether copyright protected or not); plans and information regarding development, new products, marketing and selling; information regarding business plans, budgets, analysis of competitive products, internal audit reports, financial projections, new business prospects reports and unpublished financial statements; insurance policies and claims, rates, prices and costs; client lists, expiration data, credit reports and references; compilations of information such as marketing research compilations or scoring models; any other information that can be considered a trade secret; information regarding the skills, compensation and personnel information of Client's employees; and any other information designated by either party as confidential (hereinafter "**Proprietary Information**"). Proprietary Information shall not include information:

(a) which at the time of disclosure is public knowledge or ;

(b) that is lawfully obtained from a third party that is not known to C&W to be subject to a duty of confidentiality to Client; and

(c) that C&W must disclose to a third party in order to perform its Services hereunder.

Either party may disclose Proprietary Information in response to subpoena, court order, regulatory or similar process, or as required by applicable law or regulation. Without limitation, either party may disclose Proprietary Information to any state or federal governmental regulatory agency, body or authority in connection with an examination, audit or review of such party or its affiliates. If any court or governmental authority requires such disclosure, the disclosing party shall, to the extent practicable and permitted by law and legal process (i) provide the non-disclosing party with prompt written notice of such requirement and (ii) cooperate with the non-disclosing party in a commercially reasonable manner, at the non-disclosing party's sole cost and expense in obtaining a protective order or other remedy sought by the non-disclosing party with respect to such requirement. If no such protective order or remedy is obtained, the disclosing party may disclose only that portion of the Proprietary Information that in the reasonable opinion of its legal counsel is legally required to be disclosed and shall exercise all commercially reasonable efforts at the non-disclosing party's sole cost and expense to obtain reliable assurance that confidential treatment will be accorded the Proprietary Information.

11.2 C&W shall require that any and all of C&W's subcontractors comply with these Proprietary Information and Confidentiality provisions.

11.3 Client represents and warrants that it has the right to disclose to C&W any and all information that it provides to C&W and that no information or data provided to C&W will contain identifiable individual information (including first and last name, social security number, other government-issued identifiers, date of birth, e-mail address, IP address, credit card number and/or financial account numbers) or any other information protected under applicable law in the jurisdictions in which the Services are being performed.

11.4 This Section 11 will survive any expiration or termination of this Master Agreement.

11.5 For purposes of this Section, GFL shall be deemed a permitted recipient of Proprietary Information and entitled to the protections of this Section, provided it complies with these Proprietary Information and Confidentiality provisions.

12. **Insurance**.

12.1 C&W shall acquire and maintain in full force and effect a policy or policies of insurance from reputable insurance companies licensed to do business in the jurisdiction in which the Services are to be performed. Coverage required shall include the following:

(a) Commercial General Liability for bodily injury and property damage with limits of $5,000,000 per occurrence and in the aggregate and which will include a blanket contractual liability endorsement. Such insurance can be achieved through a combination of Commercial General Liability and Excess Liability.

(b) Workers' compensation as required by applicable laws.

(c) Employers' liability insurance with limits of $1,000,000.

(d) Professional Errors and Omissions insurance with limits of $2,000,000 aggregate.

(e) Automobile Liability Insurance with a combined single limit of $1,000,000.

12.2 Commercial General Liability and Automobile Liability policies will include Client, GFL , its affiliates, agents, employees and officers as additional insureds, which insurance shall be secondary and in excess of Client's liability insurance required to be maintained by Client under this Master Agreement and non-contributory with Client's policy.

C&W will deliver to Client a Certificate(s) of Insurance, which complies with the above requirements, not later than ten (10) days after the mutual execution and delivery of this Master Agreement and shall deliver renewal Certificates as and when issued throughout the term of this Master Agreement. In order to comply with the additional insured requirement, C&W may provide a copy of the blanket additional insured endorsement to the policy or may indicate C&W's compliance with the additional insured provision on the face page of the Certificate. C&W's insurance carriers shall be licensed or authorized to do business in the location where Services are to be provided, and each such carrier shall maintain a financial rating of "A-" or better by A.M. Best Co. or equivalent rating agency.

12.3 Client shall acquire and maintain in full force and effect a policy or policies of insurance from reputable insurance companies licensed to do business in the jurisdiction in which the Services are to be performed. Coverage required shall include the following:

(a) Commercial General Liability for bodily injury and property damage with limits of $5,000,000 per occurrence and in the aggregate and which will include a blanket contractual liability endorsement. Such insurance can be achieved through a combination of Commercial General Liability and Excess Liability.

(b) Workers' compensation as required by applicable laws, including a waiver of subrogation.

(c) Employers' liability insurance with limits of $1,000,000.

(d) All-risk form of property damage insurance including without limitation coverage against allied perils, vandalism, and malicious mischief, in the amount of full replacement cost without coinsurance.

12.4 All policies (with the exception of Workers' Compensation and Employers' Liability) will include C&W, its affiliates, agents, employees and officers as additional insureds, which insurance shall be primary and non-contributory with the insurance required to be carried by C&W hereunder. Client will deliver to C&W a Certificate(s) of Insurance, which complies with the above requirements, not later than ten (10) days after the mutual execution and delivery of this Master Agreement and shall deliver renewal Certificates as and when issued throughout the term of this Master Agreement. In order to comply with the additional insured requirement, Client may provide a copy of the additional insured endorsement to the policy or may indicate Client's compliance with the additional insured provision on the face page of the Certificate. Client's insurance carriers shall be licensed or authorized to do business in the location where Services are to be provided, and each such carrier shall maintain a financial rating of "A-" or better by A.M. Best Co. or equivalent rating agency.

12.5 Each policy for fire or extended coverage insurance and all other forms of property damage insurance covering Client's real property where the Services are to be performed, or the personal property, fixtures or equipment located thereon, shall contain an appropriate clause or endorsement whereby the insurer waives subrogation or consents to a waiver of the right of recovery against C&W, and Client hereby agrees that it will not make any claim against C&W for any loss or damage to property of the type covered by such insurance.

13. **Indemnification by C&W**.

13.1 The C&W entity performing the Services shall be liable for and shall indemnify, defend and hold Client, and GFL , and their respective agents, assigns, directors, employees, officers and successors free and harmless from any and all claims, damages, liabilities or losses (including reasonable attorney's fees) to the extent resulting from C&W's negligence or willful misconduct in the performance of the Services hereunder. The provisions of this Section 13.1 shall survive expiration or termination of this Master Agreement for a period not to exceed three years.

13.2 Client or GFL, as applicable, shall (i) promptly notify C&W of each such claim when and as it comes to their attention, (ii) cooperate with C&W in the defense and resolution of such claim, and (iii) not settle or otherwise dispose of such claim without C&W's prior written consent, such consent not to be unreasonably withheld.

14. **Indemnification by Client**.

14.1 Client shall be liable for and shall indemnify, defend and hold C&W, and its and their agents, assigns, directors, employees, officers and successors free and harmless from any and all claims, damages, liabilities or losses (including reasonable attorneys' fees) arising, directly or indirectly, in connection with this Master Agreement except for and to the extent resulting from C&W's gross negligence or willful misconduct. The provisions of this Section shall survive the termination of this Master Agreement for a period not to exceed three years.

14.2 C&W shall (i) promptly notify Client of each such claim when and as it comes to C&W's attention, (ii) cooperate with Client in the defense and resolution of such claim, and (iii) not settle or otherwise dispose of such claim without Client's prior written consent, such consent not to be unreasonably withheld.

15. **Limitation of Liability**. Notwithstanding any provision of this Master Agreement to the contrary, in no event shall either party be liable to the other for any consequential, incidental, indirect or special damages, including, but not limited to, lost data or lost profits, however arising, even if it has been advised of the possibility of such damages. Under no circumstances shall either party be liable to the other party for any amount greater than the total amount paid or payable to C&W pursuant to the applicable Schedule for the particular Service giving rise to the claim within the preceding twelve (12) months.

16. **Termination**. For purposes of this Section 16, "**Material Breach**" means, with respect to either party, failure by such party to pay any sum when due under this Master Agreement or any Schedule or otherwise to comply with any material term of this Master Agreement or any Schedule.

16.1 Termination of Agreement for Material Breach. Without prejudice to any other rights or remedies which it may have, either party shall be entitled to terminate this Master Agreement if a Material Breach continues for more than thirty (30) days after the breaching party is notified of such Material Breach in writing by the non-breaching party. Copies of notices of material breach sent under this paragraph shall also be sent to GFL at notices@goddardsystems.com. Termination of this Master Agreement for Material Breach shall automatically, without the need for further action by either party, terminate all Schedules then in effect.

16.2 Termination of Schedule for Material Breach. Without prejudice to any other rights or remedies which it may have, either party shall be entitled to terminate a Schedule if a Material Breach under such Schedule continues for more than thirty (30) days after the breaching party is notified of such Material Breach in writing by the non-breaching party.

16.3 Insolvency. Subject to any applicable bankruptcy or insolvency statute or rule, either party may terminate this Master Agreement immediately by notice to the other party (the "Insolvent Party") if (i) the Insolvent Party has availed itself of, or been subjected to by any third party, a proceeding in bankruptcy in which the Insolvent Party is the named debtor, an assignment by the Insolvent Party for the benefit of its creditors, the appointment of a receiver for the Insolvent Party, any other proceeding involving insolvency or the protection of, or from, creditors, and appointment of a receiver for the Insolvent Party, or any other proceeding involving insolvency or the protection of, or from creditors (an "Insolvency Event"), and (ii) (a) the Insolvency Event has not been discharged or terminated without any prejudice to the Insolvent Party's rights or interests under this Master Agreement, or (b) the Insolvent Party has been unable to reasonably satisfy the terminating Party that it is able to perform its obligations in accordance with this Master Agreement and with no adverse impact to the terminating Party, within thirty (30) days after notice is received by the Insolvent Party.

16.4 Termination of Agreement for Convenience. Notwithstanding anything to the contrary contained in this Section 16, either party may terminate this Master Agreement without cause upon ninety (90) days prior written notice.

16.5 Any termination of this Master Agreement or a Schedule shall not affect the parties' rights and obligations thereunder that accrued prior to the date of termination, which shall survive such termination.

17. **Consequences of Termination**.

17.1 Following service of a notice pursuant to Section 16 terminating this Master Agreement or any Schedule, but prior to the effective date of such termination, each party shall continue to abide by the terms and conditions of this Master Agreement and each Schedule in effect at such time and comply fully with its obligations hereunder and neither party shall in any way hinder or interrupt the performance of this Master Agreement during any period between the date of service of a termination notice pursuant to Section 16 and the date of actual termination.

17.2 Upon termination of this Master Agreement or a Schedule for whatever reason:

(a) C&W shall render an invoice to GFL for any Services performed since the date of the last invoice issued in accordance with Section 5; and

(b) GFL shall be responsible for the undisputed amounts for such invoice in accordance with Section 5.

(c) Disputed amounts shall be handled in accordance with Section 18.

17.3 Subject to Section 15, termination shall be without prejudice to any rights or remedies either party may have against the other in respect of any antecedent breach of the terms of this Master Agreement.

17.4 GFL shall have no obligation to pay for any Services that were not performed in accordance with the terms of this Master Agreement or the applicable Schedule, and shall retain the right to review and dispute any invoices in accordance with Exhibit A and paragraph 18.

18. **Dispute Resolution**.

18.1 Any dispute arising out of, or relating to, this Master Agreement shall be resolved in accordance with the procedures specified herein.

18.2 The parties shall attempt, in good faith, to resolve any controversy, claim or dispute arising under, out of or relating to this Master Agreement (and any subsequent amendments of this Master Agreement), including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Master Agreement. The parties agree to meet to discuss the controversy, claim or dispute within thirty (30) days of receipt of written request by a party for such a meeting.

18.3 If the parties, in good faith, are unable to resolve any such controversy, claim or dispute within sixty (60) days of the meeting of the executives, the parties may agree to submit said dispute to mediation before a mutually agreeable mediator. If the parties are unable to agree on a mediator, each party shall name a mediator, and those two (2) mediators shall select a third mediator, with all three (3) mediators hearing the matter and attempting to resolve same. The place of the mediation shall be in Chicago, Illinois.

18.4 If any such controversy, claim or dispute has not been resolved by mediation provided herein within ninety (90) days of the initiation of such procedure, this Master Agreement does not preclude either party from initiating litigation upon ten (10) days prior written notice to the other party; provided, however, that if one party has requested the other to participate in a non-binding procedure and the other has failed to participate, the requesting party may initiate litigation before expiration of the above period.

18.5 If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Master Agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

19. **Force Majeure**.

19.1 Either party's failure to perform any term or condition of this Master Agreement as a result of conditions beyond its control such as, but not limited to, war, terrorism, strikes, fires, epidemics, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers (each, a "**Force Majeure Event**"), shall not be deemed a breach of this Master Agreement, provided that the non-performing party gives to the other party prompt notice of such Force Majeure Event and reasonably full particulars of the cause thereof.

19.2 If a Force Majeure Event continues for sixty (60) consecutive days, then either party may terminate this Master Agreement or the applicable Schedule upon written notification to the other party.

20. **Entire Agreement**. This Master Agreement, including all Exhibits annexed hereto, contains the entire agreement and understanding of the parties with respect to the subject matter of

this Master Agreement, and all prior agreements, understandings and negotiations pertaining to such subject matter are superseded by and merged into this Master Agreement; provided, however, any Services initiated, performed or consummated by C&W for Client on or before the Effective Date shall not be considered a part of this Master Agreement, nor shall any such transaction be subject to the terms and conditions contained herein. Neither this Master Agreement nor any Schedule may be amended, modified or discharged, nor may any of its terms be waived except by an instrument in writing signed by C&W and Client.

21. **Inducement to Contract**. Each party to this Master Agreement acknowledges that no inducements, promises or representations, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, promise or statement not contained in this Master Agreement shall be valid.

22. **Enforceability**. If any provision, or part thereof, in this Master Agreement is held by a court of competent jurisdiction to be unenforceable, illegal, invalid or void, it shall be severed from the Master Agreement, and shall not affect, impair or invalidate any other provision, or part thereof.

23. **Exclusivity**. Unless otherwise provided in a Schedule, Client hereby grants to C&W and C&W accepts, subject to the terms and conditions set forth herein, the exclusive right to provide project management services. Accordingly, Client is obligated to use the Services of C&W, and Client is precluded from contracting with other commercial real estate services providers to provide the same or similar services as those described in the Schedule for Project Management Services.

24. **No Assignment**. The duties, obligations and rights of Client and C&W under this Master Agreement may not be assigned, in whole or in part, by operation of law or otherwise, without the prior written consent of the other party, and any attempted assignment of any such duties, obligations or rights hereunder without such consent shall be null and void; provided, however, that if this Master Agreement is signed by Client as an individual(s), such individual(s) may assign this agreement to an entity controlled by him/her.

25. **Headings**. Headings used in this Master Agreement are for reference purposes only and in no way construe, define, describe or limit the scope or extent of such section or in any way affect this Master Agreement or its meaning or intent.

26. **Notices**. Any notices to be given hereunder by either party to the others in connection with this Master Agreement may be given in writing either by personal delivery, by mail, certified or registered, postage prepaid, with return receipt requested, or by overnight courier. Mailed notices shall be addressed to the parties at the addresses set forth below but each party may change the address by written notice in accordance with this paragraph. Mailed notices will be deemed received on the fifth business day following the deposit in the U.S. Mail as specified above. All other notices shall be deemed received as of the date of actual receipt.

If to Client: ________________________________
____
____

With a copy to: Goddard Franchisor, LLC Company
Attn: Chief Legal Officer
1016 W. Ninth Ave.
King of Prussia, PA 19406

notices@goddardsystems.com

If to C&W:	Cushman & Wakefield U.S., Inc. Attn: David Susoreny, Executive Managing Director 225 W. Wacker Drive, Suite 3000 Chicago, IL 60606
With a copy to:	Cushman & Wakefield U.S., Inc. Attn: Legal Department 225 W. Wacker Drive, Suite 3000 Chicago, IL 60606

27. **Governing Law**. This Master Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of laws provisions. Venue for all disputes shall be in state or federal courts located in Chicago, Illinois unless otherwise mutually agreed by the parties.

28. **Interpretation**. This Master Agreement will not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for C&W, it being recognized that both Client and C&W have contributed substantially and materially to the preparation of this Master Agreement.

29. **Anti-Bribery and Corruption & OFAC Disclosure.** The U.S. Foreign Corrupt Practices Act (the "**FCPA**") and other laws make it unlawful for C&W or anyone acting on its behalf to offer, pay, promise or authorize to pay any money, gift or anything of value directly or indirectly to any Public Official (as defined herein) with the intent of causing the Public Official to misuse such official's position to obtain or retain business for C&W or its subsidiaries or affiliates. The term "**Public Official**" is broadly defined to include not only traditional government officials and those employed by government agencies, departments, or ministries but also employees of companies which are owned or controlled by the state. The U.K. Bribery Act and other laws also prohibit commercial bribery of any kind. C&W complies with all applicable anti-bribery and corruption laws, rules, and regulations of the United States, European Union or any member state and any other similar laws in all applicable jurisdictions, including but not limited to the FCPA and U.K. Bribery Act ("**Applicable Anti-Bribery Laws and Rules**"). Client acknowledges and confirms its understanding of and agrees to comply with all Applicable Anti-Bribery Laws and Rules and agrees not to take or fail to take any action that might in any way cause Client or C&W to be in violation of such laws and Client will maintain policies and procedures designed to promote and achieve, in its reasonable judgment, compliance in all material respects with Applicable Anti-Bribery Laws and Rules. C&W must also at all times comply with all U.S. sanctions administered by the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order 13224 Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) or other governmental action and any applicable international laws and regulations pertaining to the detection, prevention and reporting of potential money laundering and terrorist financing activities (collectively "**Applicable Sanctions/AML Rules**"). Client represents and warrants to C&W that it, and all persons and entities owning (directly or indirectly) an ownership interest in it: (a) are not, and will not become, a person or entity with whom a party is restricted from doing business under Applicable Sanctions/AML Rules; and (b) are not knowingly engaged in, and will not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities described in clause (a) above.

In the event that C&W believes in good faith, and whether or not it has conducted an investigation, that Client has acted in a way that may subject C&W to liability under Applicable Anti-Bribery Laws and Rules or the Client, including all persons and entities owning (directly or indirectly) an ownership interest in it, becomes a target of Applicable Sanctions/AML Rules, C&W shall have the unilateral right, exercisable immediately upon written notice, to terminate this agreement and shall be entitled to receive payment of the service fees for services rendered pursuant to this agreement together with any and all reasonable additional costs incurred due to such early termination.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Master Agreement as of the date written below.

[Client]	CUSHMAN & WAKEFIELD U.S., INC.
By: ____________________________	By:__________________________
Name: __________________________	Name:_________________________
Title: ___________________________	Title:_________________________
Date: ___________________________	Date:_________________________

As an express third party beneficiary and solely with respect to its obligations in Sections 5, 11, 13.2 and 17:

Goddard Franchisor LLC

By: ____________________________
Name: __________________________
Title: ___________________________
Date: ___________________________

EXHIBIT A

AGREEMENT REGARDING PAYMENT OF FEES AND EXPENSES

This Agreement Regarding Payment Of Fees And Expenses (this "Agreement") is entered into by and between **GODDARD SYSTEMS, LLC**, manager of The Goddard School® franchise system and an affiliate of Goddard Franchisor, LLC, a limited liability company, having offices at 1016 W. Ninth Avenue, King of Prussia, PA 19406 ("GSL"), and **Cushman & Wakefield U.S., Inc.**, having an office and principal place of business at 225 W. Wacker Drive, Suite 3000, Chicago, IL 60606 ("C&W"), effective as of _____________, 2026 (the "Effective Date").

WHEREAS, Client, a Goddard School franchisee as defined in the Master Agreement, and C&W entered into that certain Master Services Agreement dated _________________________________ ("the Master Agreement") pursuant to which Client engaged C&W to perform certain Services for Client related to Client's development of a The Goddard School® franchise school; and

WHEREAS, any capitalized terms not otherwise defined in this Exhibit A shall have the meanings set forth in the Master Agreement; and

WHEREAS, as set forth in this Agreement, GSL agrees to pay, on Client's behalf, the fees and expenses for and related to the authorized Services provided by C&W for which Client is responsible under the Master Service Agreement and applicable Schedule(s), and to seek reimbursement from Client pursuant to the terms of its Franchise Agreement(s) with Client.

NOW, THEREFORE, in consideration of the premises and the mutual covenants between the parties contained herein, GSL and C&W hereby agree as follows:

1. Fees. GSL shall pay, on behalf of Client, all undisputed fees for approved Services provided to Client and related expenses, as invoiced and set forth herein and in the applicable approved Schedule for each Service. Notwithstanding the foregoing, GSL shall have no obligation to pay for Services that are not performed in accordance with the Master Agreement or applicable Schedule, or Services that GSL has not approved for C&W to provide to Client. GSL's obligation to pay fees and related expenses on behalf of Client will not exceed $75,000 per individual Project (as that term is defined in the Schedule for Program and Project Management Services executed by C&W and Client). Fees will be paid as follows:

   - *Program Management Fees.* GSL shall pay no more than $21,000 in total for up to 12 months of Program Management Services (not including travel-related expenses) payable as mutually agreed by GSL and C&W. If the Program Management Services extend beyond 12 months, GSL shall pay Program Management Fees equal to an additional $1,600 per month until the Program Management Services are completed.
   - *Project Management Fees.* GSL shall pay no more than $45,000 in total (not including travel-related expenses) payable as mutually agreed by GSL and C&W

2. Related Expenses. GSL shall pay C&W related expenses for Services provided to Client, on behalf of Client. GSL will reimburse C&W for actual, necessary, and reasonable travel expenses incurred by C&W's employees in providing the Services, provided that such expenses are consistent with the applicable Schedule and do not

exceed $9,000 in total, except as otherwise mutually agreed by GSL and C&W. C&W shall invoice GSL monthly, in arrears, for reasonable related travel expenses necessarily and actually incurred by C&W in the performance of its Services without markup, provided that C&W submits copies of supporting documentation for such expenses. C&W shall not be reimbursed for travel time. It is also understood that any air transportation reimbursable hereunder shall be coach-economy and that any personal entertainment expenses incurred by or on behalf of C&W employees shall not be reimbursed.

3. Taxes. Subject to GSL's prior review and written approval, such approval not to be unreasonably withheld, GSL shall pay taxes, on behalf of Client, if applicable, on undisputed fees related to Services provided to Client including all taxes lawfully levied against or upon the Services provided by C&W, exclusive of taxes based on C&W's income. In the case of franchise taxes, or taxes that require C&W to withhold such taxes at the source, C&W shall pay such taxes, but shall invoice Client for such payment of taxes and be reimbursed by GSL upon receipt by GSL of proof of payment by C&W reasonably acceptable to GSL. GSL agrees to pay, on Client's behalf, any tax lawfully imposed on the Services provided to the Client for which Client is responsible pursuant to the Master Agreement or applicable Schedule, which may be levied on or assessed against Client directly, provided that all such taxes have been reviewed and approved in writing by GSL in advance. GSL shall have no obligation to pay or reimburse any taxes not approved in accordance with this Section.

4. Invoicing. C&W shall submit all Client invoices to GSL, and such invoices shall be deemed to be received upon delivery to GSL for purposes of payment timing. Client invoices should be sent to GSL. The charges invoiced by C&W, except for any amounts reasonably disputed by GSL, shall be payable within forty-five (45) days of GSL's receipt of invoice unless otherwise provided in the applicable Schedule.

5. Records. C&W shall maintain complete and accurate records to substantiate C&W's fees hereunder. C&W shall retain such records for Services for a period of three (3) years from the date of the last payment under the applicable Schedule issued in connection therewith.

6. Access to Records. GSL shall have access to all records of C&W related solely to the cost of providing the Services, including, but not limited to, all supporting documentation for the purpose of verifying any and all charges billed to Client under the Master Agreement. C&W shall cooperate by providing GSL with access to C&W's records in electronic or hardcopy format, with supporting documentation, provided at no additional cost to GSL or Client within seven (7) business days of GSL's request. The examination of such records shall be conducted at a mutually agreeable time and place. Should such records indicate a discrepancy between the charges billed to Client and the charges that should have been billed, C&W shall promptly issue GSL a credit or refund at GSL's option, or bill Client the additional amount due C&W in its next regularly scheduled billing.

7. Disputes. In the case of a dispute between GSL and C&W over the amount of C&W's fees and expenses that have been billed to GSL, GSL may withhold amounts equal to the reasonably disputed amount from C&W billings until the parties settle such dispute. C&W shall continue to perform all of its obligations under the Master Agreement during any period in which GSL withholds any portion of C&W's invoices; provided, however,

the parties shall use good faith efforts to resolve any invoice disputes within thirty (30) days after identification of the disputed withheld amounts. In the event such dispute is not resolved within thirty (30) days, the provisions of Section 18 of the Master Agreement ("**Dispute Resolution**") shall apply.

8. Non-payment. The parties agree that GSL is solely responsible for payment of C&W's fees and expenses hereunder, and C&W reserves all of its legal rights and remedies solely against GSL for payment of such fees and expenses. In the event that GSL fails to pay any undisputed amounts within forty-five (45) days of receipt of the applicable invoice in accordance with this Exhibit, C&W may, upon written notice to GSL and Client, suspend the affected Services until such undisputed amounts are paid in full. Client shall not be deemed in Material Breach of this Master Agreement solely as a result of any such nonpayment by GSL. Notwithstanding the foregoing, if C&W fails to receive payment for its undisputed fees and expenses within ninety (90) days of GSL's receipt of the applicable invoice, Client may be deemed in Material Breach of the Master Agreement, and C&W may terminate the Master Agreement pursuant to the terms in Section 16 of the Master Agreement.

9. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE MASTER AGREEMENT, NOTHING IN THIS EXHIBIT A SHALL EXPAND OR INCREASE GSL's LIABILITY BEYOND ITS PAYMENT OBLIGATIONS EXPRESSLY SET FORTH HEREIN.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the Effective Date.

GODDARD SYSTEMS, LLC

By: ______________________________
Name: ____________________________
Title: _____________________________
Date: _____________________________

CUSHMAN & WAKEFIELD U.S., INC.

By:____________________________
Name:__________________________
Title:___________________________
Date:___________________________

SCHEDULE FOR PROGRAM AND PROJECT MANAGEMENT SERVICES

This Schedule ("**Schedule**") is issued pursuant to that certain Master Services Agreement (the "Master **Agreement**") dated as of ___________ __, 2026, by and between ___________ , a franchisee of Goddard Franchisor, LLC ("**Client**") and Cushman & Wakefield U.S., Inc. ("**C&W**"). Any term not otherwise defined herein shall have the meaning ascribed to same in the Agreement.

Client desires to engage C&W to perform certain program management and project management services included in this Schedule, as described below, at a building owned or leased by Client. (each such engagement, a "**Project**").

The following terms and conditions are applicable to this Schedule and all Services performed under this Schedule and will control over any conflicting or inconsistent terms included in the Agreement, but only with respect to the subject matter of this Schedule:

1. Consultation with Client. C&W agrees to make itself available at all reasonable times to consult with appropriate representatives of Client concerning any of the Services performed or to be performed by C&W under this Schedule. At such meetings, Client will provide complete and accurate information regarding the Projects and will provide timely updates and revisions regarding the requirements for any particular Project, including a program that shall set forth the Client's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

2. Additional Service Providers. Client and C&W acknowledge and agree that Client may require the services of architects, space planners, engineers, general contractors, interior decorators and /or other consultants and contractors in connection with the Projects ("**Additional Service Providers**"). C&W shall cooperate with and coordinate such Additional Service Providers in order to achieve Client's objectives for the Project. C&W shall reasonably cooperate with Additional Service Providers; but it is expressly agreed and understood that C&W shall not be responsible for the engagement or the delivery of services of any Additional Service Providers, and all Additional Service Providers shall be engaged directly and compensated by Client.

3. No Guarantees. Client acknowledges and agrees that C&W's obligation under this Schedule is to use reasonable efforts to cause the Project to be completed in accordance with plans and specifications, budgets and schedules approved by Client, but that C&W shall not be deemed to have given any guaranty or warranty that any of the foregoing can be accomplished and shall not be liable for the errors, omissions or breaches of contract by any other party providing goods or services to a Project, including the architect, general contractor for the Project or other Additional Service Providers. C&W, however, shall promptly notify Client when it reasonably anticipates that a Project cannot be constructed in accordance with the plans and specifications, budgets and schedules approved by Client.

4. Services. C&W will provide the Services in accordance with this Schedule and with the degree of care, skill, and diligence normally provided by project managers in the performance of comparable services in projects of a similar nature and location to that contemplated by the Project. Notwithstanding anything in the Agreement, this Schedule or any Letter Agreement to the contrary, C&W will (i) not be responsible for, nor control, direct or supervise, the construction methods, means, techniques, sequences or procedures of the general contractor, subcontractors (other than any engaged directly by C&W to perform Services under this Schedule), suppliers or any other contractors and (ii) not be responsible for safety precautions and programs required in connection with the construction work or for general site safety at the Project under applicable health and construction safety regulations or otherwise. Either Party may terminate this Schedule or any Project hereunder for any reason upon thirty (30) days prior written notice.

5. Project Team Insurance. The "Project Team" includes all general and trade contractors, suppliers, architects, engineers, consultants, and all other third-parties providing labor, materials or other services to a Project. Client

and C&W acknowledge that the Project Team will have full responsibility for the project site with respect to such matters as management and supervision of all construction activities, means and methods, site safety and security, etc. Consistent with industry standard practice and to be included in the terms and conditions of all Project Team contracts, Client will cause the Project Team for each Project to carry insurance coverages and amounts (i.e., commercial general liability, all risk builder's, workers' compensation, auto, umbrella, etc., as applicable) appropriate for the size and scope of the applicable Project as mutually agreed between Client and C&W.

All Project Team Liability Policies, except workers' compensation and professional liability, shall name as additional insureds: "Client and its affiliates" and "C&W and its affiliates" and shall be primary and noncontributory to Client and C&W's insurance coverages with respect to any claim arising out of or related to the Project or Project site, and include a waiver of subrogation for the benefit of (and/or waiver of the right of recovery by the Project Team and its insurers against) Client and C&W. Client will provide C&W with a copy of the insurance certificate for each member of the Project Team.

Compensation and Expenses

1. **Base Fee.** As set forth in Exhibit A to the Master Agreement

2. **Reimbursable Expenses.** As set forth in Exhibit A to the Master Agreement

3. **Additional Services.** Additional services not pre-authorized by Goddard Systems, LLC ("GSL") shall not be undertaken without prior written authorization by GSL and Client.

4. **Payment Schedule.** The Base Fee for each Project will be payable in accordance with the payment schedule in the Exhibit A Agreement Regarding Payment of Fees and Expenses.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Schedule as of the date written below.

CLIENT	CUSHMAN & WAKEFIELD U.S., INC.
By: ____________________________	By:__________________________
Name: __________________________	Name:_________________________
Title: ___________________________	Title:__________________________
Date: ___________________________	Date:__________________________

EXHIBIT A TO SCHEDULE FOR PROGRAM AND PROJECT MANAGEMENT SERVICES
SCOPE OF PROGRAM MANAGEMENT SERVICES

INCLUDED: ☐ Yes ☐ No

NOTE: NOTHING HEREIN SHALL BE DEEMED OR CONSTRUED SO AS TO REQUIRE C&W TO PERFORM THE SERVICES OF ARCHITECTS, ENGINEERS, CONTRACTORS, GEOLOGISTS, SAFETY CONSULTANTS, HAZARDOUS MATERIAL OR ENVIRONMENTAL SPECIALISTS, BROKERS, ACCOUNTANTS, LEGAL COUNSEL, OR OTHER PROFESSIONALS REQUIRING SPECIAL LICENSES, OR MAKE C&W RESPONSIBLE FOR THE FAILURE OF THOSE PARTIES RETAINED BY CLIENT TO PROPERLY PERFORM THEIR SERVICES.

Client shall notify C&W of a new Project which will initiate the Program Management process below. C&W shall have the authority to work with the Client team and the authority to manage the process.

C&W will provide and manage the following steps:

Development & Entitlement (Project Design)

(a) Assist Client to Develop Client Program Goals and Objectives (Project Definition)
(b) Assist Client to Develop Client Program Goals and Objectives (Project Definition)
(c) Review Strategies for the Project Approach (Budget, Schedule and Scope)
(d) Assess and Determine Project Team Members
(e) Develop Preliminary Master Project Budget and Schedule
(f) Launch Due Diligence (Environmental, Geotechnical, ALTA, Sign, etc.)
(g) Confirm site plan/zoning viability
(h) Finalize site plan based on ALTA, Topo, Grading, Demo, and MEP Site
(i) Review due diligence reports and determine final design based on zoning
(j) Prepare preliminary site infrastructure budget
(k) Confirm the economic viability of a given project and value engineer
(l) Monitor lease/purchase agreement critical dates
(m) Prepare for zoning variance or planning board approval
(n) Manage zoning variance meeting/presentation (as required)
(o) Obtain zoning variance and direct city required changes
(p) Obtain additional approvals from County, City, & State (as needed)
(q) Authorize construction set/permit set of drawings
(r) Commence applicable permitting process
(s) Coordinate editing of drawings (as required by the municipality)
(t) Monitor process for permit submittal/receipt and net changes to drawings
(u) Maintain accountability record for progress on conditions of approval
(v) Complete "Building Permit Ready" checklist
(w) Bid project & prepare executive summary of project scope, schedule, budget
(x) Coordinate with real estate team closing on location

EXHIBIT B TO SCHEDULE FOR PROGRAM AND PROJECT MANAGEMENT SERVICES

SCOPE OF PROJECT MANAGEMENT SERVICES

INCLUDED: ☐ Yes ☐ No

NOTE: NOTHING HEREIN SHALL BE DEEMED OR CONSTRUED SO AS TO REQUIRE C&W TO PERFORM THE SERVICES OF ARCHITECTS, ENGINEERS, CONTRACTORS, GEOLOGISTS, SAFETY CONSULTANTS, HAZARDOUS MATERIAL OR ENVIRONMENTAL SPECIALISTS, BROKERS, ACCOUNTANTS, LEGAL COUNSEL, OR OTHER PROFESSIONALS REQUIRING SPECIAL LICENSES, OR MAKE C&W RESPONSIBLE FOR THE FAILURE OF THOSE PARTIES RETAINED BY CLIENT TO PROPERLY PERFORM THEIR SERVICES.

C&W will provide the following project management services (the "PM Services") with respect to the Project:

1. Project Definition and Strategy Phase
    a. Understand and Assist Client to Develop Client Program Goals and Objectives (Project Definition)
    b. Review Strategies for the Project Approach (Budget, Schedule, and Scope)
    c. Assess and Determine Project Team Members
    d. Review Preliminary Master Project Budget and Schedule
2. Real Estate Transaction Phase (Owner/Developer Selection/Lease)
    a. Assist in the Identification and Evaluation of Building and/or Site Options
    b. Provide Project-related Support for the Real Estate Transaction including Landlord Offer Evaluation
    c. Review and Support for Lease and Work Letter
    d. Facilitate Reviews of Site Plans and Test-Fit Plans by the Project Team
    e. Support in the Due Diligence Efforts
3. Design Planning, Engineering and Early Procurement Phase
    a. Support Design Team Selection, Contract Negotiations and Contract Administration
    b. Coordinate Design Team Confirmation of Space Program, Infrastructure, and Technology Requirements
    c. Identify, and Make Recommendations Regarding Long Lead Delivery Materials and Systems
    d. Track Permit Coordination/Procurement and Municipal Approvals
    e. Assist with Construction Contractor Selection and Contract Scope Negotiations
    f. Track and Monitor Master Budget and Schedule (On-going Throughout Project)
4. Construction Implementation Phase
    a. Coordinate the efforts of Design Consultants and Construction Contractors Throughout the Execution of the Work
    b. Construction Progress Reporting and Issue Resolution
    c. Review and Provide Payment Recommendations for Contractor and Service Provider Payment Applications/Invoices
    d. Periodic Field Observation and Reporting
    e. Coordinate and Integrate Owner Direct Vendor's Services and/or Work into the Project
5. Owner Direct Service Providers ("ODSP", may include Cabling, Furniture, Equipment Vendors, Audio/Visual, Security, etc.) Design and Implementation Phase
    a. Assist in Developing Scope Requirements for ODSP
    b. Coordinate Owner's Selection of ODSP Design Consultants
    c. Identify and Coordinate Long Lead Delivery Materials and Systems
    d. Assist with ODSP Selections, Negotiations and Contract Administration
    e. Coordinate Installations
    f. Intermittent Field Observations, Progress Reporting and Recommendations for Issue Resolution

    g. Coordinate and Assist with Monthly Billing Review
6. Project Close-Out and Quality Assurance Phase
    a. Coordinate Project Acceptance and Punch List
    b. Monitor Project Completion Documentation
    c. Manage Contract Close-Out Process for All Client Direct Contracts
    d. Coordinate Final Billing Process
    e. Develop and Issue Final Project Summary Report

GENERAL SCOPE OF SERVICES CLARIFICATIONS AND EXCLUSIONS

<u>Third-Party Providers</u>
In connection with the Project, Client may require the services of architects, engineers, contractors, or other providers. C&W does not control or direct the means, methods or techniques of any such third-party providers and is not responsible for their hiring, compensation, acts, omissions or compliance with Project requirements.
As part of its PM Services, C&W will cooperate with and coordinate those third-party providers, will monitor their progress, and will promptly notify Client if it believes a Project is not being, or cannot be, completed in accordance with the plans, budgets and schedules approved by Client.

<u>Contractor Payment Applications</u>
Any review and/or payment recommendations provided by C&W for payment applications/invoices submitted by Client's project vendors (if included in the above scope of Services) will be done in accordance with C&W's standard policies and procedures. C&W's review is for purposes of monitoring the general progress of the work in comparison to the details included in the application or invoice and is not a technical review of the quality of any work or conformance to design documents.
C&W will request a lien waiver from Client's general contractor in conjunction with each monthly pay application/invoice and request that the general contractor submit lien waivers for each of its subcontractors that will be providing work to the Project with a total value of $100,000 or more.
In addition, C&W will request final lien waivers from those same parties in conjunction with project closeout. C&W will promptly notify Client of any lien filing notices it receives related to the Project, but C&W will not be responsible for the general contractor's failure to obtain any lien waivers from its subcontractors or for how the general contractor may apply payments it receives from Client.

<u>Litigation Support and Cooperation</u>
If Client becomes involved in any litigation or alternative dispute resolution process arising out of the Project, C&W will cooperate with Client, respond to discovery requests, and make its employees available as fact witnesses, as applicable.
Client agrees that it will reimburse C&W's reasonable expenses (including for travel, per diem and accommodations, if necessary) and compensate C&W at its then prevailing hourly rate for the employees engaged in such support services. Payment of these costs is the sole responsibility of Client. Neither GFL nor GSL will be responsible for the payment of these expenses.
If Client desires C&W or its employee to act as an expert witness, the parties will negotiate a separate written agreement for such services. Payment of these costs is the sole responsibility of Client. Neither GFL nor GSL will be responsible for the payment of these expenses.

<u>Health and Safety</u>
C&W and its employees will comply with all applicable safety and security procedures, policies, and guidelines, all of which Client represents has been or will be timely provided to C&W in writing.
Client's general contractor will maintain responsible control of the Project Site and C&W will not be responsible for safety plans, programs or precautions required in connection with the construction work or for general site safety at the Project.

EXHIBIT E-1

TERMINATION OF PRELIMINARY AGREEMENT AND MUTUAL RELEASE

TERMINATION OF PRELIMINARY AGREEMENT AND MUTUAL RELEASE

This Termination of Preliminary Agreement and Mutual Release (the "Agreement") is entered into as of _________________________, ________ by **Goddard Franchisor LLC**, a Delaware limited liability company with its principal office at 1016 West Ninth Avenue, King of Prussia, Pennsylvania ("GFL"), the undersigned applicant(s) identified on the signature page of this Agreement (collectively, "Applicant"), and each undersigned Owner (as defined in the Preliminary Agreement referenced below) identified on the signature page of this Agreement (each, an "Owner" and collectively, the "Owners").

BACKGROUND

A. Applicant and GFL entered into a Preliminary Agreement for a franchise to operate a Goddard School dated ____________ (the "Preliminary Agreement").

B. In connection with the Preliminary Agreement, each Owner executed a Personal Guaranty (each, a "Personal Guaranty"), pursuant to which each Owner agreed to be bound by all provisions of the Preliminary Agreement.

C. Applicant has requested that the Preliminary Agreement be terminated, and GFL has agreed to this request, on the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties agree as follows:

1. Subject to the terms of this Agreement, the Preliminary Agreement, each Personal Guaranty, and all rights and obligations between Applicant, the Owners and GFL arising from or related to the Preliminary Agreement are terminated effective as of the date of this Agreement, except that any rights or obligations which expressly or by implication are intended to survive the termination of the Preliminary Agreement, including but not limited to Applicant's and Owners' covenants of noncompetition and indemnification and obligations to maintain the confidentiality of GFL's trade secrets or confidential information, knowledge, know-how and other intellectual property rights and provisions governing enforcement.

2. On delivery to GFL of this Agreement fully executed by Applicant and each Owner the materials identified in Section 5 below, GFL will execute this Agreement and the termination will be effective. GFL will not refund any fees or deposit(s) to Applicant.

3. Subject to the terms of this Agreement, Applicant and each Owner, on the one hand, and GFL on the other hand, for themselves and all persons, corporations, partnerships and any other entities or concerns claiming by, through or under any of them, completely and unconditionally release, acquit and forever discharge each other and their respective present or former officers, employees, shareholders, directors, agents, attorneys, servants, representatives, parents, subsidiaries, affiliates, heirs, successors and assigns, in both their individual and corporate capacities, from all obligations, claims, debts, demands, covenants, contracts, promises, agreements, liabilities, costs, attorney's fees, actions or causes of action whatsoever, whether known or unknown, which either or any of them, by themselves, on behalf of, or in conjunction with any other person, persons, partnership, corporation or other entity, had, have or claim to have against the other, and without limiting the generality of the foregoing, any and all claims, demands actions or causes of action arising out of, pursuant to or related to the Preliminary Agreement, any Personal Guaranty, any efforts by Applicant to purchase an existing Goddard School, and any and all correspondence, representations, certifications, warranties, promises, or acts made in reliance upon any one or more of the same, whether oral or written, or based in whole or in part on events occurring before the date of this Agreement. Specifically excepted from the parties' respective released claims are the other parties' obligations under this Agreement and any rights

or obligations which expressly or by implication are intended to survive the termination of the Preliminary Agreement, including but not limited to Applicant's and each Owner's covenants of noncompetition and indemnification and obligations to maintain the confidentiality of GFL's trade secrets or confidential information, knowledge, know-how and other intellectual property rights and provisions governing enforcement.

4. This Agreement shall be binding upon and inure to the benefit of each party and their respective heirs, successors and assigns. Nothing contained in this Agreement shall release any party from their obligations under this Agreement.

5. Applicant and each Owner acknowledge that GFL's business information is confidential and neither Applicant nor any Owner shall communicate, divulge or use for the benefit of Applicant, any Owner, or any other person or entity any of GFL's trade secrets or other confidential or proprietary information or compilations, any material in which GFL claims copyright protection, knowledge or know-how concerning the construction or operation of a School, including but not limited to site or building plans, drawings and specifications (the "Confidential Information") that was disclosed to Applicant or any Owner in connection with the Goddard School franchise opportunity and/or Applicant's or Owner's entering into and performing their obligations pursuant to the Preliminary Agreement or any Personal Guaranty, including during site development and attendance at training programs. Before execution of this Agreement, Applicant and each Owner shall return to GFL or its designee all copies of documents (in any form) containing Confidential Information that have been provided to Applicant or any Owner and shall delete (or cause the deletion of) all electronic files containing Confidential Information. Execution of this Agreement by Applicant and each Owner shall constitute certification that all documents and electronic files have been returned to GFL or its designee or deleted, as applicable.

6. This Agreement is entered into in the Commonwealth of Pennsylvania and shall be construed and interpreted in accordance with its laws, which laws shall control in the event of any conflict of law.

7. Applicant and each Owner agree that they have had a substantial relationship with GFL at its offices in Pennsylvania and that any action by or against any of them arising out of or relating to this Agreement shall be commenced, conducted and concluded only in a state or federal court of general jurisdiction in, as applicable, the Montgomery County Court of Common Pleas in Montgomery County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania. Applicant and each Owner agree that these courts represent the most convenient forum for the parties to litigate any disputes between them. Accordingly, Applicant and each Owner irrevocably submit to the jurisdiction of such courts and irrevocably waive any objection they may have to either the jurisdiction or venue of such courts. Applicant and each Owner further irrevocably agree not to argue that Pennsylvania is an inconvenient forum or to request transfer of any such action to any other court.

8. This Agreement constitutes the entire agreement between Applicant, the Owners and GFL concerning its subject matter, and supersedes all prior agreements, no other representations having induced Applicant or any Owner to execute this Agreement. No representations, inducements, promises or agreements, oral or otherwise, not embodied in this Agreement (unless of subsequent date), were made by any party and none shall be of any force or effect with reference to this Agreement or otherwise.

9. Each party declares that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted by each party after having a reasonable opportunity to retain and confer with counsel. This Agreement is entered into after a full investigation by the parties, and the parties are not relying upon any statements or representations not contained in this Agreement.

10. In the event GFL or its designee retains the services of legal counsel to enforce the terms of this Agreement, GFL or its designee, as applicable, shall be entitled to recover all costs and expenses, including attorney's, expert and investigative fees incurred in enforcing the terms of this Agreement.

11. Any notices required or permitted under this Agreement shall be in writing and shall be personally delivered or mailed by registered or certified mail, return receipt requested, or sent by overnight courier or email to the respective parties at the address listed on the signature page of this Agreement unless a different address has been designated in writing by the other party. Any notice by certified or registered mail shall be deemed to have been given at the date and time of mailing. Notices by personal delivery, overnight courier or email shall be effective upon the earlier of the date of delivery of such notice, or the date after the same was sent. Applicant and each Owner shall provide GFL with their current address and email addresses at all times.

12. The obligations of Applicant and each Owner under this Agreement shall be joint and several.

I WOULD NOT SIGN THIS AGREEMENT IF I DID NOT AGREE TO BE BOUND BY ITS TERMS.

[Signature Page Follows]

Intending to be legally bound, the parties execute this Agreement as of the date first written above.

APPLICANT

____
Name:
Title:
Address:
Email:

OWNERS

____
Name:
Address:
Email:

____
Name:
Address:
Email:

GODDARD FRANCHISOR LLC
1016 West Ninth Avenue
King of Prussia, PA 19406-3107

Email: notices@goddardsystems.com

By: ___________________________________
Name:
Title:

EXHIBIT E-2

TERMINATION OF FRANCHISE AGREEMENT AND MUTUAL RELEASE

TERMINATION OF FRANCHISE AGREEMENT AND MUTUAL RELEASE

This Termination of Franchise Agreement and Mutual Release (this "Agreement") is effective on ____________________, 20__ among (i) **Goddard Franchisor LLC**, a Delaware limited liability company ("GFL"); (ii) the undersigned franchisee(s) identified on the signature page of this Agreement (collectively, "Franchisee"); and (iii) each undersigned Owner (as defined in the Franchise Agreement referenced below) identified on the signature page of this Agreement (each, an "Owner" and collectively, the "Owners").

BACKGROUND

A. Franchisee and GFL are parties to a Franchise Agreement dated ___________________ (the "Franchise Agreement") under which Franchisee was granted the right and undertook the obligation to operate The Goddard School® business at [ADDRESS] (the "School").

B. In connection with the Franchise Agreement, each Owner executed a Personal Guaranty, pursuant to which each Owner agreed to be bound by all of the provisions of the Franchise Agreement (each, a "Personal Guaranty").

C. Franchisee has requested, and GFL has agreed, that the Franchise Agreement and all rights and obligations between the parties related to the Franchise Agreement be terminated to effect a sale of the School, to a third party ("Transferee") on the condition that the Transferee continue to operate the School as The Goddard School® business pursuant to a new franchise agreement between GFL and the Transferee (the "New Franchise Agreement").

AGREEMENT

With the foregoing background incorporated by reference, and in consideration of the mutual promises and covenants contained in this Agreement including the mutual releases, and for other valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties agree as follows:

1. Subject to the terms of this Agreement, all rights and obligations between Franchisee, the Owners and GFL arising from or related to the Franchise Agreement are terminated except those rights and obligations which expressly or by implication are intended to survive the termination of the Franchise Agreement. Franchisee and each Owner shall comply with all of their post-termination obligations under the Franchise Agreement, including but not limited to the covenants of confidentiality, noncompetition, non-use of the System and the Proprietary Marks (as defined in the Franchise Agreement), indemnification, and provisions governing enforcement.

2. Before execution of this Agreement, Franchisee and each Owner shall pay to GFL all fees or charges due under the Franchise Agreement and any other agreements between Franchisee, any Owner and GFL. Franchisee and each Owner further agree to immediately pay all amounts due and owing to third party suppliers, including the local telephone company, for all charges and fees incurred in connection with Franchisee's operation of the School.

3. Before execution of this Agreement, Franchisee and the Owners shall deposit, in the aggregate, an additional $2,500 with GFL, which GFL shall hold for the purpose of paying any of the following obligations or expenses but only if they are not paid by Franchisee or the Owners promptly on demand: (a) any amounts due under Section 2 of this Agreement; (b) any expenses (such as business listings advertising) incurred before the effective date of this Agreement that may come due afterwards. Any part of the $2,500 that is not spent on these obligations or expenses 90 days after the effective date shall be refunded, without interest, to Franchisee and the Owners no later than 105 days after the effective date. (Any refund shall be paid to Franchisee and the Owners in equal shares unless GFL receives prior written instructions signed by Franchisee and all Owners.) If the obligations or expenses paid under this Paragraph exceed $2,500, Franchisee and the Owners shall be personally responsible, jointly and severally, to pay any excess amounts.

4. Franchisee and each Owner shall immediately return to GFL or, at GFL's option, convey to its designee, GFL's Confidential Operating Manual and any and all merchandising, sales or other materials

utilized in The Goddard School business conducted at the School which (a) display any of GFL's trademarks or trade names; (b) were purchased or obtained from GFL; (c) which are generally utilized by GFL and/or its franchisees in The Goddard School business; or (d) which suggest any present or former affiliation with GFL. This requirement shall include, without limitation, the proprietary software packages, all point-of-sale materials, display boards, interior and exterior signs, brochures, equipment, marketing materials, stationery, forms and any other articles which display the Proprietary Marks associated with GFL. This section shall not apply to Franchisee's or any Owner's operation of any other School under an effective Franchise Agreement with GFL.

5. Subject to the exceptions set forth in this Paragraph, Franchisee and each Owner, for themselves and all persons and entities claiming by, through or under them, release, acquit and forever discharge GFL and its present and former officers, employees, shareholders, directors, agents, attorneys, servants, representatives, parents, predecessors, subsidiaries, affiliates, heirs, successors and assigns, in both their individual and corporate capacities (the "GFL Releasees"), from all obligations, claims, debts, demands, covenants, contracts, promises, agreements, liabilities, costs, attorney's fees, actions or causes of action whatsoever, whether known or unknown, which Franchisee and each Owner, by themselves, on behalf of, or in conjunction with any other person or entity, have, had or claim to have against the GFL Releasees, including specifically, but not exclusively, and without limiting the generality of the foregoing, any and all claims, demands, actions or causes of action arising out of, pursuant to or related to this Agreement, the Franchise Agreement, any Personal Guaranty, the School, and/or the parties' franchise relationship, and any and all correspondence, representations, certifications, warranties, promises or acts made in reliance upon any one or more of the same, whether oral or written, or based in whole or in part on events occurring prior to the date of this Agreement. Specifically excepted from Franchisee's and each Owner's release of the GFL Releasees are (a) GFL's obligations under this Agreement; and (b) any liability that GFL may have under any applicable franchise law of another state to the extent that this release is held by a court of competent jurisdiction to be prohibited under the law of that state.

6. Subject to the exceptions set forth in this Paragraph, GFL, for itself and all persons and entities claiming by, through or under it, hereby releases, acquits and forever discharges Franchisee and each Owner from all obligations, claims, debts, demands, covenants, contracts, promises, agreements, liabilities, costs, attorney's fees, actions or causes of action whatsoever, whether known or unknown, which GFL has, had or claims to have against Franchisee and each Owner, including specifically, but not exclusively, and without limiting the generality of the foregoing, any and all claims, demands, actions or causes of action arising out of, pursuant to, or related to the Franchise Agreement, any Personal Guaranty, the School, and/or the parties' franchise relationship, and any and all correspondence, representations, certifications, warranties, promises or acts made in reliance upon any one or more of the same, whether oral or written, or based in whole or in part on events occurring prior to the date of this Agreement. Specifically excepted from GFL's release of Franchisee and each Owner are (a) Franchisee's and each Owner's obligations under this Agreement; (b) any and all claims, causes of action, obligations arising from, under or out of the provisions of the Franchise Agreement that remain in effect pursuant to the terms of this Agreement as confirmed in Section 1 of this Agreement; and (c) any claims asserted against the GFL Releasees by any third party which claims relate to Franchisee's or any Owner's ownership, occupation or operation of the School and/or to the Franchise Agreement, and Franchisee and each Owner specifically agree to indemnify and hold the GFL Releasees harmless from and against any and all costs and expenses, including, without limitation, reasonable costs of investigation, travel, attorney's fees and expert's fees. This indemnification obligation shall be a continuing one and shall not be affected by the termination of the Franchise Agreement.

7. Franchisee and each Owner agree that for three (3) years from the date of this Agreement, none of them shall, either directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, persons, partnership, association, corporation, limited liability company or other entity: (a) divert or attempt to divert any business or customer of the School to any competitor, by direct or indirect inducement or otherwise; or (b) own, maintain, engage in, be employed by, lease real estate to, consult with or assist in any way, finance, or have any interest in or perform any services in any capacity for any child daycare or preschool learning center or business (other than a Goddard School under an effective Franchise Agreement with GFL for which Franchisee or an Owner is a franchisee or owner) at or within a radius of ten (10) miles of

(i) ADDRESS; or (ii) any existing or proposed The Goddard School business. Franchisee and each Owner further agree that they shall not, either directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, persons, partnership, association, corporation, limited liability company or other entity, do or perform, any act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System. Franchisee and each Owner acknowledge that their obligations under the Franchise Agreement and this Agreement are independent of any non-competition covenants they may make in an asset purchase agreement or other agreement with the purchaser of the School. Franchisee's and the Owners' participation in post-sale introductions and other transition-related communication, as requested by GFL or by the new franchisee, does not violate Franchisee's or any Owner's obligation under this Paragraph 7. GFL may enforce the covenants contained in this Agreement and in the Franchise Agreement to their full extent, even if Franchisee and/or any Owner grant inconsistent or less strict covenants to a third party. To the extent that this paragraph is deemed unenforceable by a court of competent jurisdiction because of its scope, geographic area or length of time, but may be made enforceable by revisions in any of the foregoing, the parties agree that this provision shall be enforced to the fullest extent permissible. Franchisee and each Owner further agree not to identify themselves or any other entity in which they are involved as present or former GFL franchisees or as in any way presently or formerly affiliated with GFL, except that Franchisee and the Owners may identify themselves as present GFL franchisees with respect to any other The Goddard School business they operate under an effective franchise agreement with GFL.

8. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns. Nothing contained in this Agreement shall release the parties from their obligations under this Agreement. For the avoidance of doubt, Transferee shall not be considered an heir, successor or assign of Franchisee for any purposes of this Agreement. This Agreement shall not inure to the benefit of Transferee nor shall Transferee be deemed a third party beneficiary of this Agreement or otherwise have any rights under this Agreement for any reason. Nothing in the above release granted to Franchisee and the Owners by GFL nor any other provision of this Agreement shall be deemed to relieve Transferee of any of its obligations under the New Franchise Agreement, including but not limited to strict compliance with GFL's methods, standards and specifications, nor deemed to constitute a waiver of any provision of the New Franchise Agreement or any of GFL's methods, standards and specifications.

9. This Agreement is entered into in the Commonwealth of Pennsylvania and shall be construed and interpreted in accordance with its laws, which laws shall control in the event of any conflict of law, except that the foregoing shall not constitute a waiver of Franchisee's or any Owner's rights under any applicable franchise law of another state.

10. Franchisee and each Owner acknowledge that they have had a substantial and continuing relationship with GFL at its offices in Pennsylvania where its decision-making authority is vested and franchise operations are conducted and supervised. Except for GFL's right to obtain injunctive relief in any appropriate forum, any action arising out of or relating to this Agreement shall be commenced, conducted and concluded only in a state or federal court of general jurisdiction in the Commonwealth of Pennsylvania for the district or county in which GFL's headquarters are then located. Franchisee and each Owner irrevocably submit to the jurisdiction of these courts, waive any objection they may have to either the jurisdiction or venue of these courts and agree not to argue that any of these courts is an inconvenient forum. If GFL moves its corporate headquarters, Franchisee and each Owner acknowledge and agree that any references to Pennsylvania in this paragraph will be deemed to be references to the new state. Notwithstanding the above, the parties do not intend that Franchisee or any Owner waive their rights under any applicable franchise law of another state, and if required by applicable law, the above designation of jurisdiction or venue is void with respect to any action which is otherwise enforceable in the state in which the School is located or in Franchisee's or any Owner's state of residence.

11. Franchisee and each Owner understand and acknowledge that GFL may delegate the performance of any or all of its obligations under this Agreement, and the right to exercise any of GFL's rights under this Agreement, to an affiliate, manager, agent, independent contractor, or other third party designee. However, GFL will remain responsible for ensuring that such obligations are performed in accordance with the terms of this Agreement.

12. This Agreement constitutes the entire agreement between GFL, Franchisee and the Owners concerning the subject matter, and supersedes all prior agreements, no other representations having induced Franchisee or any Owner to execute this Agreement, except that all of the provisions of the Franchise Agreement which expressly or by implication are intended to survive the termination or expiration of the Franchise Agreement shall survive the termination of the Franchise Agreement and remain in effect. No representations, inducements, promises or agreements, oral or otherwise, not embodied in this Agreement (unless of subsequent date), were made by any party and none shall be of any force or effect with reference to this Agreement or otherwise. However, such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under any applicable franchise law of another state if prohibited under the law of that state.

13. Any notices required or permitted under this Agreement shall be in writing and shall be personally delivered or mailed by registered or certified mail, return receipt requested, or sent by overnight courier or email to the respective parties at the address listed on the signature page of this Agreement unless a different address has been designated in writing by the other party. Any notice by certified or registered mail shall be deemed to have been given at the date and time of mailing. Notices by personal delivery, overnight courier or email shall be effective upon the earlier of the date of delivery of such notice, or the date after the same was sent. Franchisee and each Owner shall provide GFL with their current address and email address at all times.

14. Each party declares that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted by each party after having a reasonable opportunity to retain and confer with counsel. This Agreement is entered into after a full investigation by the parties, and the parties are not relying upon any statements or representations not contained in this Agreement.

15. In the event GFL retains the services of legal counsel to enforce the terms of this Agreement, GFL shall be entitled to recover all costs and expenses, including travel, attorney's, expert and investigative fees incurred in enforcing the terms of this Agreement.

16. The obligations of Franchisee and each Owner under this Agreement shall be joint and several.

17. Any person executing this Agreement on behalf of an entity represents and warrants that he/she is duly authorized to bind the entity.

18. **FRANCHISEE AND EACH OWNER ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS NOT EFFECTIVE UNTIL SIGNED BY GFL, AND THAT GFL WILL NOT SIGN THIS DOCUMENT UNTIL IT HAS RECEIVED ALL REQUIRED ITEMS, INCLUDING ANY PAYMENTS DUE.**

I WOULD NOT SIGN THIS AGREEMENT IF I DID NOT AGREE TO BE BOUND BY ITS TERMS.

[Signature Page Follows]

Intending to be legally bound, the parties execute this Agreement as of the date first written above.

FRANCHISEE ENTITY:
Address:
Email:

By:______________________________

Name: ____________________________

Title:______________________________

GODDARD FRANCHISOR LLC
1016 West Ninth Avenue
King of Prussia, PA 19406-3107
notices@goddardsystems.com

By:______________________________

Name: ____________________________

Title:______________________________

____
Name: [Owner]
Address:
Email:

____
Name: [Owner]
Address:
Email:

EXHIBIT F

TABLE OF CONTENTS – MANUALS

THE GODDARD SCHOOL

OPERATING MANUALS

As of the date of this disclosure document, the following is the breakdown of our training manuals and the table of contents of each. These manuals are currently housed on our internal resource site called Goddard Connect.

FRANCHISEE MANUAL

TOTAL NUMBER OF PAGES: 454 pages

TABLE OF CONTENTS

FRANCHISEE MANUAL

1.	**OVERVIEW**	**7 Pages**
2.	**ENROLLMENT**	**18 Pages**
3.	**SCHOOL OPERATIONS**	**63 Pages**
4.	**CUSTOMER EXPERIENCE**	**69 Pages**
5.	**STANDARDS**	**96 Pages**
6.	**MARKETING AND PUBLIC RELATIONS**	**20 Pages**
7.	**SCHOOL FINANCES**	**19 Pages**
8.	**FACULTY RESOURCES**	**56 Pages**
9.	**RESOURCES**	**106 Pages**
		454 Pages

*** ***

DIRECTOR MANUAL

The Director Manual contains the same information as the Franchisee Manual without the financial information.

EXHIBIT G

STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. Where we are registered to sell franchises, we have appointed the state agency, or as noted below, a state officer, as our agent to receive service of process in the state. There may be states in addition to those listed below in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

<table>
<tr>
<td rowspan="3"><u>CALIFORNIA</u>
Department of Financial Protection and Innovation:
(866) 275-2677 (toll free)

<u>Los Angeles</u>
Suite 750
320 West 4th Street
Los Angeles, California 90013
(213) 576-7505

<u>Sacramento</u>
651 Bannon Street, Suite 300
Sacramento, CA 95811
(916) 445-7205

<u>San Diego</u>
1455 Frazee Road, Suite 315
San Diego, California 92108
(619) 525-4233

<u>San Francisco</u>
One Sansome Street, Ste. 600
San Francisco, California 94104
(415) 972-8559</td>
<td><u>MINNESOTA</u>
(for service of process)
Commissioner of Commerce
Minnesota Department of Commerce
Securities Unit
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1500

(state agency)
Minnesota Department of Commerce
Securities Unit
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1500</td>
</tr>
<tr>
<td><u>NEW YORK</u>
(for service of process)
Secretary of State of New York
99 Washington Ave.
Albany, New York 12231
(518) 474-4750

(state agency)
New York State Department of Law
Investor Protection Bureau
28 Liberty Street
New York, New York 10005
(212) 416-8236 Phone</td>
</tr>
<tr>
<td><u>NORTH DAKOTA</u>
North Dakota Insurance & Securities Department
600 East Boulevard
Bismarck, North Dakota 58505
(701) 328-2910</td>
</tr>
</table>

HAWAII (for service of process) Commissioner of Securities Business Registration Division 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722 (for other matters) Business Registration Division Department of Commerce and Consumer Affairs P. O. Box 40 Honolulu, Hawaii 96810 (808) 586-2722	**OREGON** Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, Oregon 97310 (503) 378-4387 **RHODE ISLAND** Division of Securities Bldg. 69, First Floor, John O. Pastore Center 1511 Pontiac Avenue Cranston, RI 02920 (401) 462-9527
ILLINOIS Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**SOUTH DAKOTA** Department of Labor and Regulation Division of Insurance Securities Regulation 124 S Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
INDIANA (agent for service of process) Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204 (317) 232-6531 (state administrator) Indiana Secretary of State Securities Division, Room E-111 302 West Washington Street Indianapolis, Indiana 46204 (317) 232-6681	**VIRGINIA** (for service of process) Clerk, State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733 (for other matters) State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051

MARYLAND (for service of process) Maryland Securities Commissioner at the Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360 (state agency) Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360	**WASHINGTON** (for service of process) Director Department of Financial Institutions Securities Division 150 Israel Road, S.W. Tumwater, Washington 98501 (362) 902-8760 (for other matters) Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, Washington 98504-1200 (362) 902-8760
MICHIGAN (for service of process) Michigan Department of Commerce, Corporations and Securities Bureau 6546 Mercantile Way Lansing, Michigan 48909 (517) 335-7567 (state agency) Michigan Attorney General's Office Corporate Oversight Division Attn.: Franchise Section 525 W. Ottawa Street G. Mennen Williams Building, 5th Floor Lansing, Michigan 48913 (517) 335-7567	**WISCONSIN** Division of Securities Department of Financial Institutions 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

EXHIBIT H

RECEIPT OF FRANCHISE-RELATED DOCUMENTS

RECEIPT OF FRANCHISE-RELATED DOCUMENTS

The undersigned does hereby acknowledge receipt of the following documents, in form for signature, relating to the franchise of Goddard Franchisor LLC:

[ ] (1) Preliminary Agreement
[ ] (2) Rider to the Preliminary Agreement for the State of _________________
[ ] (3) Franchise Agreement
[ ] (4) Development Agreement
[ ] (5) Rider to the Franchise Agreement for the State of ___________________
[ ] (6) Purchase Orders:
- [ ] #1 Furniture and Equipment
- [ ] #2 Stationery, Forms, and Curricular Resources
- [ ] #3 Sign Package
- [ ] #4 Computer Hardware, Software, Firmware, Network Infrastructure (IT Security), Network Equipment / Wireless Access Point Devices, Telephone, Interactive Flat Panel and Digital Signage Package
- [ ] #5 Security System Package

[ ] (7) Amendment to Franchise Agreement (Modified)
[ ] (8) Amendment to Franchise Agreement (Transfer)
(9) Amendment to Franchise Agreement ___ (Annex)
[ ] (10) Franchise Agreement (Renewal)
[ ] (11) Rider to Lease and Collateral Assignment
[ ] (12) Option to Lease Agreement and Right of First Refusal
[ ] (13) Assignment and Assumption Agreement
[ ] (14) Rider to the Assignment and Assumption Agreement for the State of ____________________
[ ] (15) Disclosure Acknowledgement Statement
[ ] (16) Rider to the Disclosure Acknowledgement Statement for the State of ____________________
[ ] (17) Automatic Debit Authorization Form
[ ] (18) Other(s) (specify):______________________________

(Proposed franchisee must initial the box adjacent to the applicable document(s)).

I further acknowledge my understanding that it is my responsibility to review all of these documents so that I am fully familiar with the transaction contemplated thereby before I sign them.

DATED:__________________________ ____
Applicant

DATED:__________________________ ____
Applicant

DATED:__________________________ ____
Applicant

DATED:__________________________ ____
Applicant

DEPENDING ON THE CHANGES TO THE DOCUMENTS FROM THE STANDARD FORMS IN OUR FRANCHISE DISCLOSURE DOCUMENT, AND THE ORIGIN OF THE CHANGES, WE MAY HAVE TO

PROVIDE YOU WITH ONE OR MORE OF THE FRANCHISE-RELATED DOCUMENTS NOTED ABOVE AT LEAST SEVEN CALENDAR DAYS BEFORE YOU SIGN THEM. PLEASE FOLLOW OUR INSTRUCTIONS ACCOMPANYING THE DOCUMENTS BEFORE YOU SIGN OR RETURN THEM.

<u>EXHIBIT I</u>

STATE SPECIFIC ADDENDA AND RIDERS

ADDITIONAL DISCLOSURES FOR THE
MULTISTATE FRANCHISE DISCLOSURE DOCUMENT OF
GODDARD FRANCHISOR LLC

The following are additional disclosures for the Multistate Franchise Disclosure Document of GODDARD FRANCHISOR LLC required by various state franchise laws. Each provision of these additional disclosures shall not apply unless, with respect to that provision, the jurisdictional requirements of the applicable state franchise registration and disclosure law are met independently without reference to these additional disclosures.

NO WAIVER OR DISCLAIMER OF RELIANCE IN CERTAIN STATES

The following provision applies only to franchisees and franchises that are subject to the state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

> No statement, questionnaire, or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

CALIFORNIA

THE FOLLOWING APPLIES TO YOU IF YOU OPERATE A FRANCHISE IN CALIFORNIA:

1. The following is added as the last paragraph to the cover page of the disclosure document:

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

2. The following is added at the end of Item 3:

Neither we nor any person in Item 2 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, 15 U.S.C.A. 78a et seq., suspending or expelling such person from membership in such association or exchange.

3. **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 DISCLOSURE DOCUMENT.**

4. The following paragraphs are added at the end of Item 17:

California Law Regarding Termination, Transfer and Nonrenewal. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or nonrenewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

Termination Upon Bankruptcy. 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.).

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

Liquidated Damages for Termination Without Cause. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

Applicable Law. The franchise agreement requires application of the laws of the Commonwealth of Pennsylvania. This provision may not be enforceable under California law.

Section 31125 of the Franchise Investment Law (California Corporations Code 31000 through 31516) requires us to give you a disclosure document approved by the Department of Financial Protection and Innovation before we ask you to consider a material modification of your franchise agreement.

You must sign a general release if you renew or transfer your franchise. California Corporations Code Section 31512 voids a prospective waiver of your rights under the Franchise Investment Law. Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

Copies of any negotiated terms we disclose to you in this disclosure document or in an appendix to this disclosure document are available upon written request directed to: Goddard Franchisor LLC, Attention: Corporate Counsel, 1016 West Ninth Avenue, King of Prussia, PA 19406-3107, telephone number 610-265-8510.

5. No statement, questionnaire, or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

HAWAII

1. The "Risk Factors" on the cover page of the disclosure document are amended to add the following:

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST 7 DAYS BEFORE SIGNING BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT,

OR AT LEAST 7 DAYS BEFORE THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

2. The following is added to end of the Summary section of Item 17(t):

"Nothing in this Agreement or any exhibits or amendments are intended to disclaim any representations we made in the FDD."

3. The following list reflects the status of our franchise registrations in states which have franchise registration and/or disclosure laws:

a. This proposed registration is effective in the following states: California (exemption), Hawaii, Illinois (exemption), Indiana (exemption), Maryland (exemption), Michigan, Minnesota, New York (exemption), North Dakota (exemption), Rhode Island (exemption), South Dakota, Virginia (exemption), Washington (exemption) and Wisconsin.

b. States which have refused, by order or otherwise, to register these franchises: None

c. States which have revoked or suspended the right to offer the franchises: None.

d. States in which the proposed registration of these franchises has been withdrawn: None

ILLINOIS

The following is added to the end of Item 17:

Illinois law governs the Franchise Agreement.

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 of an agreement 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.

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.

INDIANA

1. Item 17 is supplemented by adding the following language to the end of the "Summary" section of Item 17(c), entitled **Requirements for franchisee to renew or extend**:

> Indiana State Code 23-2-2.7-1(5) deems it unlawful for you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve Goddard Franchisor LLC from liability imposed by Indiana State Code 23-2-2.7.

2. Item 17 is supplemented by adding the following language to the end of the "Summary" section of Item 17(m), entitled **Conditions for franchisor approval of transfer**:

> Indiana State Code 23-2-2.7-1(5) deems it unlawful for you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve Goddard Franchisor LLC from liability imposed by Indiana State Code 23-2-2.7.

3. Item 17 is supplemented by adding the following language to the end of the "Summary" section of Item 17(r), entitled **Non-Competition covenants after the franchise is terminated or expires**:

> The post-termination covenant not to compete complies with Indiana State Code 23-2-2.7-1(9) which prohibits Goddard Franchisor LLC from prohibiting you from competing for a period longer than 3 years or in an area greater than the exclusive area contained in your agreement.

4. Item 17 is supplemented by adding the following language to the end of the "Summary" section of Item 17(v), entitled **Choice of forum**:

> Choice of forum for any litigation permitted under the Agreement in any jurisdiction other than Indiana may be unenforceable as a limitation on litigation under IC 23-2-2.7-1(10). Goddard Franchisor LLC may not require that you agree to participate in any form of alternative dispute resolution other than arbitration before an independent arbitrator.

5. Item 17 is supplemented by adding the following language to the end of the "Summary" section of Item 17(w), entitled **Choice of law**:

> The choice of Pennsylvania law shall be subject to the superseding provisions in Indiana's Franchise Acts, IC 23-2-2.5 and 2.7.

MARYLAND

1. The following is added to the end of the Item 5:

> Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by developers shall be deferred until the first franchise under the development agreement opens.

2. The following language is added to the "Summary" section of Item 17(c), entitled **<u>Requirements for you to renew or extend</u>**, and Item 17(m), entitled **<u>Conditions for our approval of transfer by you</u>**:

> Any release required as a condition of renewal and/or assignment/transfer shall not apply to any liability we may have under the Maryland Franchise Registration and Disclosure Law.

3. The following language is added to the end of the "Summary" section of Item 17(f), entitled **<u>Termination by us with cause</u>**:

> Termination upon bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 <u>et</u> <u>seq</u>.), however, we and you shall enforce the provision to the maximum extent the law allows.

4. The following language is added to the end of the "Summary" section of Item 17(v), entitled **<u>Choice of forum</u>**, and Item 17(w), entitled **<u>Choice of law</u>**:

> , except that these provisions will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law, and you may bring suit in Maryland for any claims arising under the Maryland Franchise Registration and Disclosure Law.

5. Item 19 is supplemented by adding the following after the first sentence of the third paragraph of Item 19 (reading "We require you to sign our standard Disclosure Acknowledgement Statement, attached as **<u>Exhibit C-13</u>**."):

> The representations in the Disclosure Acknowledgement Statement are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

<u>MINNESOTA</u>

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED

TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

1. The following language is added in Item 13 at the end of the second to last paragraph:

As a condition to our franchise registration in the State of Minnesota, we have agreed and are obligated to protect your rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols and shall indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

2. The following language is added to the "Summary" section of Item 17(c), entitled **Requirements for you to renew or extend**, and Item 17(m), entitled **Conditions for our approval of transfer by you**:

Any release required as a condition of renewal or transfer/assignment shall not apply to the extent prohibited by the Minnesota Franchises Law.

3. The following language is added to the end of the Item 17 charts:

Minnesota law provides a franchisee with certain termination and non-renewal rights. Minn. Stat. Sec. 80C.14 Subds. 3, 4 and 5 require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the applicable agreement.

Minn. Stat. §80C.21 and Minn. Rule Part 2860.4400J, prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing contained in the Disclosure Document, Preliminary Agreement or Franchise Agreement can abrogate or reduce any of your rights as provided in Minnesota Statutes, 1984, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

NEW YORK

In recognition of the requirements of the New York Franchise Law, Article 33 of the General Business Law of the State of New York, the Franchise Disclosure Document for Goddard Franchisor LLC for use in the State of New York is amended to include the following:

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 F OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION.

REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE 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. Litigation. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a parent or an affiliate who induces franchise sales by promising to back the franchisor financially or otherwise guarantees the franchisor's performance, 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. Bankruptcy. 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 Franchise Disclosure Document: (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 U.S. Bankruptcy Code; or (c) was a principal officer of a company or 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 that officer or general partner of the franchisor held this position in the company or partnership.

4. Trademarks. Item 13 is supplemented by adding the following at the end of the second paragraph following the table of Proprietary Marks, following the sentence: "Furthermore, we do not actually know of either superior prior rights or infringing uses that could materially affect your use of the Proprietary Marks in any state."

We note, for prospective franchisees in New York City, that Goddard Riverside Community Center, a non-profit organization that offers Head Start programs and operates several day care centers, has been operating in New York City since 1959. As an accommodation to the Goddard Riverside Community Center, our franchisee in New York City located on the Upper West Side, following a request after the franchisee opened for business in 2011, has voluntarily been using a disclaimer that states that the School and Goddard Franchisor LLC is not affiliated with Goddard Riverside Community Center or its educational programs and provides the website address of the Goddard Riverside Community Center.

5. Initial License Fee. The following is added to the end of Item 5:

The initial license fee may, in part, be profit to us, and constitutes part of our general operating funds and will be used as such in our business judgment.

6. Renewal, Termination, Transfer and Dispute Resolution. 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), titled "**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.

7. Renewal, Termination, Transfer and Dispute Resolution. The following is added to the end of the "Summary" sections of Item 17(d), titled "**Termination by franchisee**":

You may terminate the agreement on any grounds available by law.

8. Renewal, Termination, Transfer and Dispute Resolution. The following is added to the end of the "Summary" sections of Item 17(j), titled "**Assignment of contract by franchisor**":

However, no assignment will be made except to an assignee who in the good faith judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

9. Renewal, Termination, Transfer and Dispute Resolution. 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.

10. Franchise Questionnaires and Acknowledgements--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.

11. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the Rev. April 2, 2024 time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

12. Each provision of this Addendum to the Franchise Disclosure Document is effective only to the extent, with respect to such provisions, that the jurisdictional requirements of the New York Franchise Law are met independently without reference to this Addendum to the Franchise Disclosure Document.

RHODE ISLAND

1. The "Summary" section in Item 17(v), entitled **Choice of forum**, is amended by the addition of the following language:

> § 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. The "Summary" section in Item 17(w), entitled **Choice of law**, is amended by the addition of the following language:

> § 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

SOUTH DAKOTA

The "Summary" section in Item 17(q), entitled **Non-competition covenants during term of the franchise** and Item 17(r) entitled **Non-competition covenants after the franchise is terminated or expires**, are amended by the addition of the following language:

> Covenants not to compete upon termination or expiration of a franchise are generally unenforceable in South Dakota, except in certain instances as provided by law.

VIRGINIA

1. The following is added to the end of the "Summary" section of Item 17(h) of the Franchise Agreement chart, entitled "Cause" defined – non-curable defaults":

> Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

2. The following language is added to the end of the "Summary" section of Item 17(r) of the Franchise Disclosure Document, captioned "Non-competition covenants after the franchise is terminated or expires":

> Effective July 1, 2026, 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.

3. The following language is added to the end of the "Summary" section of Item 17(w) of the Franchise Disclosure Document, captioned "Choice of Law":

> Effective July 1, 2026, 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.

4. The following paragraph is added to the end of Item 17:

> No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

THE FOLLOWING PAGES IN THIS EXHIBIT ARE
STATE-SPECIFIC RIDERS TO THE
PRELIMINARY AGREEMENT, FRANCHISE AGREEMENT
(including FRANCHISE AGREEMENT (RENEWAL), DEVELOPMENT AGREEMENT,
ASSIGNMENT AND ASSUMPTION AGREEMENT (CORPORATION)
AND DISCLOSURE ACKNOWLEDGEMENT STATEMENT

RIDER (FOR THE STATE OF ILLINOIS)
TO THE GODDARD FRANCHISOR LLC
PRELIMINARY AGREEMENT
DATED ______________

1. **Entire Agreement**. Section 9 is hereby deleted in its entirety and the following shall be substituted in its place:

This Preliminary Agreement, the documents referred to herein, and the Attachments hereto, if any, constitute the entire, full and complete agreement between you and us concerning the subject matter hereof, and supersede all prior agreements, no other representations (except for those made in the Franchise Disclosure Document that you received from us) having induced you to sign this Preliminary Agreement. No representations, inducements, promises or agreements, oral or otherwise, not embodied herein or attached hereto (unless of subsequent date) were made by any party, and none shall be of any force or effect with reference to this Preliminary Agreement or otherwise. No amendment, change or variance from this Preliminary Agreement shall be binding on either party unless mutually agreed to by the parties and signed by their authorized officers or agents in writing.

2. **Enforcement**. Section 10A is hereby deleted in its entirety and the following shall be substituted in its place:

> A. This Preliminary Agreement takes effect upon its acceptance and signing by us in Pennsylvania, except for any claims arising under the Illinois Franchise Disclosure Act of 1987. This Preliminary Agreement shall be interpreted and construed under the laws of the State of Illinois, except that any Illinois law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee shall not apply unless its jurisdictional requirements are met independently without reference to this Section.

3. **Enforcement**. Section 10B is hereby deleted in its entirety.

4. Each provision of this Rider will be effective only to the extent that, with respect to the provision, the jurisdictional requirement of the Illinois Franchise Disclosure Act is met independently of this Rider.

The parties to this Rider now sign and deliver this Rider.

APPLICANT:

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Name:
Address:

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Name:
Address:

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Name:
Address:

____
Name:
Address:

GODDARD FRANCHISOR LLC
1016 West Ninth Avenue
King of Prussia, PA 19406-3107

By:___________________________________

Title:______________________________

RIDER (FOR THE STATE OF INDIANA)
TO THE GODDARD FRANCHISOR LLC
PRELIMINARY AGREEMENT
DATED ______________

1. **Termination of Preliminary Agreement/Refund of Deposit**. Section 5 of the Preliminary Agreement is hereby amended by the addition of the following language to the end of the second sentence beginning "If you give us notice of termination" of Section 5B:

> provided that you cannot be required to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve us from liability under Indiana Code 23-2-2.7.

2. **Duties of Franchisee**. Section 2 of the Preliminary Agreement is hereby amended by the addition of the following new subsection 2E to the original language that appears therein:

> Notwithstanding anything to the contrary in this Preliminary Agreement, we shall not require that you purchase any goods, supplies, inventories, or services exclusively from us or sources we designate where such goods, supplies, inventories, or services of comparable quality are available from sources other than those we designate, provided that our publication of a list of approved suppliers of goods, supplies, inventories, or services or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by us does not constitute designation of a source nor does our reasonable right to disapprove a supplier constitute a designation, and further provided that the above restriction on designation of sources does not apply to the principal goods, supplies, inventories, or services manufactured or trademarked by us.

3. **Enforcement**. The following language is hereby added to the end of Section 10 as a new Section 10J of the Preliminary Agreement:

> J. Notwithstanding anything to the contrary in this Section 10, if this Section 10 requires litigation to be conducted in a forum other than the State of Indiana, the requirement may be unenforceable as a limitation on litigation pursuant to IC 23-2-2.7-1(10). Notwithstanding anything to the contrary in this Section 10, the choice of law for any cause of action brought under this Preliminary Agreement will be subject to any superseding provisions contained in Indiana's Franchise Acts, IC 23-2-2.5 and 2.7. You will be permitted to bring actions arising under IC 23-2-2.5 at any time within three years from the date of violation pursuant to IC 23-2-2.7-7. The reservation of rights by us to injunctive relief and specific damages or limitations on the remedies available to either party without benefit of appropriate process is prohibited under IC 23-2-2.7-1(10). You cannot be required to recognize the adequacy or inadequacy of any remedy. The representations contained in Section 10E that you may not seek damages or any remedy from persons other than us are not intended to nor shall they act as a release, assignment, novation, waiver or estoppel of any liability under Indiana Code 23-2-2.7. The waiver or release of any rights with regard to this Agreement is prohibited under IC 23-2-2.7-1(5).

4. Each provision of this Rider will be effective only to the extent that, with respect to the provision, the jurisdictional requirement of the Indiana Deceptive Franchise Practices Law is met independently of this Rider. We do not waive our right to challenge the enforceability of any state law that declares void or unenforceable any provision contained in this Agreement. We and you will enforce the provisions of the Preliminary Agreement to the extent permitted by law.

The parties to this Rider now sign and deliver this Rider.

APPLICANT:

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Name:
Address:

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Name:
Address:

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Name:
Address:

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Name:
Address:

GODDARD FRANCHISOR LLC
1016 West Ninth Avenue
King of Prussia, PA 19406-3107

By:____________________________________

Title:________________________________

RIDER (FOR THE STATE OF MARYLAND)
TO THE GODDARD FRANCHISOR LLC
PRELIMINARY AGREEMENT

DATED ______________

1. **Deposit; Background Check Fee; and Payment**. The following language is hereby added to the end of Section 4 of the Preliminary Agreement:

> 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 shall be deferred until we complete our pre-opening obligations under the Franchise Agreement.

2. **Enforcement**. The following language is hereby added to the end of Section 10A of the Preliminary Agreement:

> , except that you may bring suit in Maryland for any claims arising under the Maryland Franchise Registration and Disclosure Law.

3. **Enforcement**. The last two sentences in Section 10B are hereby deleted in their entirety.

Each provision of this Rider will be effective only to the extent that, with respect to the provision, the jurisdictional requirement of the Maryland Franchise Registration and Disclosure Law is met independently of this Rider.

The parties to this Rider now sign and deliver this Rider.

APPLICANT:

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Name:
Address:

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Name:
Address:

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Name:
Address:

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Name:
Address:

GODDARD FRANCHISOR LLC
1016 West Ninth Avenue
King of Prussia, PA 19406-3107

By:___________________________________

Title:_______________________________

RIDER (FOR THE STATE OF MINNESOTA)
TO THE GODDARD FRANCHISOR LLC
PRELIMINARY AGREEMENT

DATED ______________________________

1. **Enforcement**. Section 10A and 10B are hereby deleted in their entirety and the following shall be substituted in their place:

A. This Preliminary Agreement takes effect when accepted and signed by us in Pennsylvania. This Preliminary Agreement shall be construed under the laws of the Commonwealth of Pennsylvania and any dispute between the parties shall be governed by and determined in accordance with the substantive law of the Commonwealth of Pennsylvania, which law shall prevail if there is a conflict of law. Pursuant to Minn. Stat. §80C.21 and Minn. Rule Part 2860.4400J, this paragraph shall not in any way abrogate or reduce your rights as provided for in Minnesota Statutes 1984, Chapter 80C, including the right to submit matters to the jurisdiction of the courts of Minnesota.

If we move our corporate headquarters, we shall have the option of determining that the substantive law of the state to which we move will replace all references to Pennsylvania law in this Preliminary Agreement or of continuing to have Pennsylvania law apply. If we choose to have the law of the new state apply, we will so notify all franchisees and franchise applicants within six months of our move, and the chosen law will apply to all franchisees and franchise applicants thereafter; except any franchise registration or disclosure law or any franchise relationship law of the new state will only apply where the jurisdictional requirements of the law are otherwise met. Pursuant to Minn. Stat. §80C.21 and Minn. Rule Part 2860.4400J, this paragraph shall not in any way abrogate or reduce your rights as provided for in Minnesota Statutes 1984, Chapter 80C, including the right to submit matters to the jurisdiction of the courts of Minnesota.

B. You acknowledge that you have and will continue to develop a substantial and continuing relationship with us at our offices in the Commonwealth of Pennsylvania, where our decision-making authority is vested and franchise operations are conducted and supervised. Except for our right to obtain injunctive relief in any appropriate forum, any action arising out of or relating to this Preliminary Agreement shall be commenced, conducted and concluded only in a state or federal court of general jurisdiction in the Commonwealth of Pennsylvania for the district or county in which our headquarters are then located. You irrevocably submit to the jurisdiction of these courts, waive any objection you may have to either the jurisdiction or venue of these courts and agree not to argue that any of these courts is an inconvenient forum. If we move our corporate headquarters, you acknowledge that you will have a substantial and continuing relationship with us in the state to which we move and that any references to Pennsylvania in this paragraph will be deemed to be references to the new state. Pursuant to Minn. Stat. §80C.21 and Minn. Rule Part 2860.4400J, this paragraph shall not in any way abrogate or reduce Applicant's rights as provided for in Minnesota Statutes 1984, Chapter 80C, including the right to submit matters to the jurisdiction of the courts of Minnesota.

2. **Enforcement**. Section 10D is hereby deleted in its entirety and the following shall be substituted in its place:

D. Nothing herein contained shall bar our right to seek injunctive relief against threatened conduct that shall cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

3. Each provision of this Rider will be effective only to the extent that, with respect to the provision, the jurisdictional requirement of the Minnesota Statute is met independently of this Rider.

The parties to this Rider now sign and deliver this Rider.

APPLICANT:

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Name:
Address:

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Name:
Address:

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Name:
Address:

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Name:
Address:

GODDARD FRANCHISOR LLC
1016 West Ninth Avenue
King of Prussia, PA 19406-3107

By:___________________________________

Title:______________________________

RIDER (FOR THE STATE OF NEW YORK)
TO THE GODDARD FRANCHISOR LLC
PRELIMINARY AGREEMENT

DATED ______________________________________

1. **Enforcement**. The following language is added to the end of Section 10A and 10B of the Preliminary Agreement:

; however, the governing choice of law shall not be considered a waiver of any right conferred upon you by the provisions of Article 33 of the General Business Law of the State of New York.

2. **Enforcement**. Section 10D is hereby deleted in its entirety and the following shall be substituted in its place:

D. Nothing herein contained shall bar our right to seek injunctive relief against threatened conduct that shall cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

The parties to this Rider now sign and deliver this Rider.

3. Each provision of this Rider will be effective only to the extent that, with respect to the provision, the jurisdictional requirement of the New York General Business Law is met independently of this Rider.

APPLICANT:

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Name:
Address:

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Name:
Address:

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Name:
Address:

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Name:
Address:

GODDARD FRANCHISOR LLC
1016 West Ninth Avenue
King of Prussia, PA 19406-3107

By:___________________________________

Title:______________________________

RIDER (FOR THE STATE OF RHODE ISLAND)
TO THE GODDARD FRANCHISOR LLC
PRELIMINARY AGREEMENT
DATED ______________

1. **Enforcement**. The following language is hereby added to the end of Section 10A:

   , excluding any claims arising under Section 19-28.1-14 of the Rhode Island Franchise Investment Act.

2. **Enforcement**. Section 10B of the Preliminary Agreement is hereby amended to read as follows:

B. You acknowledge that you have and will continue to develop a substantial and continuing relationship with us at our offices in the Commonwealth of Pennsylvania, where our decision-making authority is vested and franchise operations are conducted and supervised. Except for our right to obtain injunctive relief in any appropriate forum, any action arising out of or relating to this Preliminary Agreement shall be commenced, conducted and concluded only in a state or federal court of general jurisdiction in the Commonwealth of Pennsylvania for the district or county in which our headquarters are then located. You irrevocably submit to the jurisdiction of these courts, waive any objection you may have to either the jurisdiction or venue of these courts and agree not to argue that any of these courts is an inconvenient forum. If we move our corporate headquarters, you acknowledge that you will have a substantial and continuing relationship with us in the state to which we move and that any references to Pennsylvania in this paragraph will be deemed to be references to the new state. Therefore, any action arising out of or relating to this Preliminary Agreement shall be commenced in any state or federal court of general jurisdiction in the Commonwealth of Pennsylvania, or the new state as applicable, except for claims arising under Section 19-28.1-14 of the Rhode Island Franchise Investment Act.

3. Each provision of this Rider will be effective only to the extent that, with respect to the provision, the jurisdictional requirement of the Rhode Island Franchise Investment Act is met independently of this Rider.

The parties to this Rider now sign and deliver this Rider.

APPLICANT:	**GODDARD FRANCHISOR LLC** **1016 West Ninth Avenue** **King of Prussia, PA 19406-3107**
_____________________________ Name: Address:	
_____________________________ Name: Address:	By:___________________________ Title:________________________
_____________________________ Name: Address:	
_____________________________ Name: Address:	

RIDER (FOR THE COMMONWEALTH OF VIRGINIA)
TO THE GODDARD FRANCHISOR LLC
PRELIMINARY AGREEMENT
DATED ______________

1. **Covenants**. Section 3 [Covenants] is amended as follows:

   a. Section 3F is deleted in its entirety and replaced with the following:

      F. You covenant that during the term of this Preliminary Agreement, except as otherwise approved in writing by us, you shall not directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person, persons, partnership, association, corporation, limited liability company or other entity:

      (1) Divert or attempt to divert any prospective customer of the business to be franchised under the Franchise Agreement to any child daycare or preschool learning center or business competitive with the School, by direct or indirect inducement or otherwise.

      (2) Own, maintain, engage in, be employed by, consult with or assist in any way, finance, or have any interest in any competitive child daycare or preschool learning center or business (other than a Goddard School for which you are a franchisee under an effective Franchise Agreement with us) in the capacity of owner, manager, director, supervisor, or spokesperson or by conducting or creating marketing, advertising, public relations, or otherwise engaged in recruiting prospective customers through direct sales solicitation or overseeing the marketing, advertising, and public relations programs of the competitive child daycare or preschool business.

   b. Section 3G is deleted in its entirety and replaced with the following:

      G. You covenant that for a period of two years after the expiration, transfer or termination of this Preliminary Agreement, if you do not ultimately enter into the Franchise Agreement, regardless of the cause of termination, you shall not either directly or indirectly, for yourself or through, on behalf of, or in conjunction with any other person, persons, partnership, association, corporation, limited liability company or other entity:

      (1) Divert or attempt to divert any prospective customer of the business to be franchised under the Franchise Agreement to any child daycare or preschool learning center or business competitive with the School, by direct or indirect inducement or otherwise;-

      (2) Own, maintain, engage in, be employed by, consult with or assist in any way, finance, or have any interest in any competitive child daycare or preschool learning center or business (other than a Goddard School for which you are a franchisee under an effective Franchise Agreement with us) in the capacity of owner, manager, director, supervisor, or spokesperson or by conducting or creating marketing, advertising, public relations, or otherwise engaged in recruiting prospective customers through direct sales solicitation or overseeing the marketing, advertising, and public relations programs of the competitive child daycare or preschool business at any proposed location for your School or within a radius of 10 miles of any proposed location for your School or any existing or

proposed Goddard School on the expiration, transfer or termination of this Preliminary Agreement.

2. Effective July 1, 2026, the Virginia Retail Franchising Act provides as follows:

> 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.
>
> 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.

3. Each provision of this Rider will be effective only to the extent that the School is located in the Commonwealth of Virginia.

4. To the extent the Preliminary Agreement includes any provision that is wholly or partially unlawful under Virginia law, the unlawful portions of the provision will be deemed to be severed from, and not to be a part of, the Preliminary Agreement to the extent they are unlawful. However, any remaining lawful portions of the provision may be fully enforced.

The parties to this Rider now sign and deliver this Rider.

The parties to this Rider now sign and deliver this Rider.

APPLICANT:

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Name:
Address:

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Name:
Address:

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Name:
Address:

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Name:
Address:

GODDARD FRANCHISOR LLC
1016 West Ninth Avenue
King of Prussia, PA 19406-3107

By:__________________________________

Title:______________________________

RIDER (FOR THE STATE OF HAWAII)
TO THE GODDARD FRANCHISOR LLC FRANCHISE AGREEMENT /
FRANCHISE AGREEMENT (RENEWAL)

DATED ______________________________

1. **Entire Agreement**. The following shall be added to the end of Section 21:

"Nothing in this Agreement or any exhibits or amendments are intended to disclaim any representations we made in the FDD."

2. Each provision of this Rider will be effective only to the extent that, with respect to the provision, the jurisdictional requirement of the Hawaii Franchise Investment Law is met independently of this Rider.

The parties to this Rider now sign and deliver this Rider.

FRANCHISEE:

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Name:
Address:

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Name:
Address:

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Name:
Address:

____
Name:
Address:

GODDARD FRANCHISOR LLC
1016 West Ninth Avenue
King of Prussia, PA 19406-3107

By:_________________________________

Title:______________________________

RIDER (FOR THE STATE OF ILLINOIS)
TO THE GODDARD FRANCHISOR LLC FRANCHISE AGREEMENT /
FRANCHISE AGREEMENT (RENEWAL)

DATED ______________________________

Illinois law governs the Franchise Agreement.

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 of an agreement 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.

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.

[Signature Page Follows]

The parties to this Rider now sign and deliver this Rider.

FRANCHISEE:

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Name:
Address:

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Name:
Address:

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Name:
Address:

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Name:
Address:

GODDARD FRANCHISOR LLC
1016 West Ninth Avenue
King of Prussia, PA 19406-3107

By:__________________________________

Title:______________________________

RIDER (FOR THE STATE OF INDIANA)
TO THE GODDARD FRANCHISOR LLC
FRANCHISE AGREEMENT / FRANCHISE AGREEMENT (RENEWAL)

DATED ______________

1. **Terms and Renewal**. Section 2B(10) of the Franchise Agreement is hereby amended by the addition of the following language to the original language that appears therein:

> provided that you cannot be required to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve us from liability under Indiana Code 23-2-2.7.

2. **Marketing and Promotion**. Section 5D of the Franchise Agreement is hereby amended by the addition of the following language to the original language that appears therein:

> Notwithstanding anything to the contrary in this Agreement, we shall not require that you spend more than 3% of Gross Receipts on business listings advertising, including any Internet based marketing, or other marketing expenditures that you are required to make under this Section 5D

3. **Duties of Franchisee**. Section 6B of the Franchise Agreement is hereby amended by the addition of the following language to the original language that appears therein:

> Notwithstanding anything to the contrary in this Agreement, we shall not require that you purchase any goods, supplies, inventories, or services exclusively from us or sources we designate where such goods, supplies, inventories, or services of comparable quality are available from sources other than those we designate, provided that our publication of a list of approved suppliers of goods, supplies, inventories, or services or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by us does not constitute designation of a source nor does our reasonable right to disapprove a supplier constitute a designation, and further provided that the above restriction on designation of sources does not apply to the principal goods, supplies, inventories, or services manufactured or trademarked by us.

4. **Transferability of Interest**. Section 12B(2) of the Franchise Agreement is hereby amended by the addition of the following language to the original language that appears therein:

> provided that you cannot be required to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve us from liability under Indiana Code 23-2-2.7.

5. **Obligations Upon Termination of Expiration**. Section 14J of the Franchise Agreement is hereby amended by the addition of the following language to the original language that appears therein:

> provided that you cannot be required to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve us from liability under Indiana Code 23-2-2.7.

6. **Approvals and Waivers**. The following language is hereby added to Section 19B of the Franchise Agreement:

However, such representations are not intended to nor shall they act as a release, assignment, novation, waiver or estoppel which purports to relieve us from liability under Indiana Code 23-2-2.7.

7. **Enforcement**. The following language is hereby added to the end of Section 23 as a new Section 23L of the Franchise Agreement:

L. Notwithstanding anything to the contrary in this Section 23, if this Section 23 requires litigation to be conducted in a forum other than the State of Indiana, the requirement may be unenforceable as a limitation on litigation pursuant to IC 23-2-2.7-1(10). Notwithstanding anything to the contrary in this Section 23, the choice of law for any cause of action brought under this Agreement will be subject to any superseding provisions contained in Indiana's Franchise Acts, IC 23-2-2.5 and 2.7. You will be permitted to bring actions arising under IC 23-2-2.5 at any time within three years from the date of violation pursuant to IC 23-2-2.7-7. The reservation of rights by us to injunctive relief and specific damages or limitations on the remedies available to either party without benefit of appropriate process is prohibited under IC 23-2-2.7-1(10). You cannot be required to recognize the adequacy or inadequacy of any remedy. The representations contained in Section 23F that you may not seek damages or any remedy from persons other than us are not intended to nor shall they act as a release, assignment, novation, waiver or estoppel of any liability under Indiana Code 23-2-2.7. The waiver or release of any rights with regard to this Agreement is prohibited under IC 23-2-2.7-1(5).

8. Each provision of this Rider will be effective only to the extent that, with respect to the provision, the jurisdictional requirement of the Indiana Deceptive Franchise Practices Law is met independently of this Rider. We do not waive our right to challenge the enforceability of any state law that declares void or unenforceable any provision contained in this Agreement. We and you will enforce the provisions of the Agreement to the extent permitted by law.

The parties to this Rider now sign and deliver this Rider.

APPLICANT:

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Name:
Address:

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Name:
Address:

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Name:
Address:

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Name:
Address:

GODDARD FRANCHISOR LLC
1016 West Ninth Avenue
King of Prussia, PA 19406-3107

By:__________________________________

Title:______________________________

RIDER (FOR THE STATE OF MARYLAND)
TO THE GODDARD FRANCHISOR LLC
FRANCHISE AGREEMENT / FRANCHISE AGREEMENT (RENEWAL)

DATED ______________

1. **Terms and Renewal**. Section 2B(10) of the Franchise Agreement is hereby amended by the addition of the following language to the original language that appears therein:

> provided that any general releases that the transferor may be required to sign in connection with this Agreement shall not apply to any liability we may have under the Maryland Franchise Registration and Disclosure Law.

2. **Initial Franchise Fee**. The following is added to the end of Section 4A of the Franchise Agreement:

> 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 shall be deferred until we complete our pre-opening obligations under the Franchise Agreement.

3. **Transferability of Interest**. Section 12B(2) of the Franchise Agreement is hereby amended by the addition of the following language to the original language that appears therein:

> provided that any general releases that the transferor may be required to sign in connection with this Agreement shall not apply to any liability we may have under the Maryland Franchise Registration and Disclosure Law.

4. **Obligations Upon Termination of Expiration**. Section 14J of the Franchise Agreement is hereby amended by the addition of the following language to the original language that appears therein:

> provided that any general releases that the transferor may be required to sign in connection with the Franchise Agreement shall not apply to any liability we may have under the Maryland Franchise Registration and Disclosure Law.

5. **Approvals and Waivers**. The following language is hereby added to Section 19B of the Franchise Agreement:

> However, such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

6. **Enforcement**. The following language is hereby added to the end of Section 23A of the Franchise Agreement:

> , except that you may bring suit in Maryland for any claims arising under the Maryland Franchise Registration and Disclosure Law.

7. **Enforcement**. Section 23B is restated as follows:

> You acknowledge that you have and will continue to develop a substantial and continuing relationship with us at our offices in the Commonwealth of Pennsylvania, where our decision-

making authority is vested and franchise operations are conducted and supervised. Except for our right to obtain injunctive relief in any appropriate forum, any action arising out of or relating to this Agreement shall be commenced, conducted and concluded only in a state or federal court of general jurisdiction in the Commonwealth of Pennsylvania for the district or county in which our headquarters are then located. You irrevocably submit to the jurisdiction of these courts, waive any objection you may have to either the jurisdiction or venue of these courts and agree not to argue that any of these courts is an inconvenient forum. If we move our corporate headquarters, you acknowledge that you will have a substantial and continuing relationship with us in the state to which we move and that any references to Pennsylvania in this paragraph will be deemed to be references to the new state. Nothing contained in this Section 23B shall prevent you from commencing a lawsuit in the State of Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

8. **Enforcement**. The following language is hereby added to the end of Section 23F of the Franchise Agreement:

We cannot, as a condition to your purchase of a franchise, require you to release any claims under the Maryland Franchise Registration and Disclosure Law. The representations contained in this Section 23F that you may not seek damages or any remedy from persons other than us are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

9. **Mutual Releases As Condition of Renewal**. Section 25A of the Franchise Agreement (Renewal) is hereby amended by adding the following at the end:

This release is not intended to nor will it act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.]

Each provision of this Rider will be effective only to the extent that, with respect to the provision, the jurisdictional requirement of the Maryland Franchise Registration and Disclosure Law is met independently of this Rider.

The parties to this Rider now sign and deliver this Rider.

FRANCHISEE:

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Name:
Address:

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Name:
Address:

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Name:
Address:

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Name:
Address:

GODDARD FRANCHISOR LLC
1016 West Ninth Avenue
King of Prussia, PA 19406-3107

By:____________________________________

Title:________________________________

RIDER (FOR THE STATE OF MINNESOTA)
TO THE GODDARD FRANCHISOR LLC
FRANCHISE AGREEMENT / FRANCHISE AGREEMENT (RENEWAL)

DATED ______________________________________

1. **Term and Renewal**. The following language is hereby added to Section 2B(10) of the Franchise Agreement:

> , provided, however, that such general release shall not apply to any claims arising under the Minnesota Franchises Law.

2. **Term and Renewal**. The following language is added to the end of Section 2 of the Franchise Agreement:

> Minnesota law provides you with certain non-renewal rights. Minn. Stat. §80C.14 (subd. 4) requires, except in certain specified cases, that you be given 180 days notice for non-renewal of the Agreement.

3. **Proprietary Marks**. The following language is added to the end Section 7D of the Franchise Agreement:

> We shall protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and shall indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the Proprietary Marks.

4. **Transferability of Interest**. The following language is hereby added to Section 12B(2) of the Franchise Agreement:

> , provided, however, that such general release shall not apply to any claims arising under the Minnesota Franchises Law.

5. **Terminations By GFL**. The following language is hereby added to the end of Section 13 of the Franchise Agreement:

> Minnesota law provides you with certain termination rights. Minn. Stat. §80C.14 (subd. 4) requires, except in certain specified cases, that you be given 90 days notice for termination (with 60 days to cure) of the Franchise Agreement.

6. **Obligations Upon Termination or Expiration**. The following language is added to Section 14J of the Franchise Agreement:

> , provided, however, that such general release shall not apply to any claims arising under the Minnesota Franchises Law.

7. **Enforcement**. Section 23A and 23B of the Franchise Agreement are hereby deleted in their entirety and the following shall be substituted in their place:

> A. This Agreement takes effect upon its acceptance and signing by us in Pennsylvania. This Agreement shall be interpreted and construed under the laws of the Commonwealth of Pennsylvania and any dispute between the parties shall be governed by and

determined in accordance with the substantive law of the Commonwealth of Pennsylvania, which laws shall prevail if there is a conflict of law. Pursuant to Minn. Stat. §80C.21 and Minn. Rule Part 2860.4400J, this paragraph shall not in any way abrogate or reduce your rights as provided for in Minnesota Statutes 1984, Chapter 80C, including the right to submit matters to the jurisdiction of the courts of Minnesota.

B. You acknowledge that you have and will continue to develop a substantial and continuing relationship with us at our offices in the Commonwealth of Pennsylvania, where our decision-making authority is vested and franchise operations are conducted and supervised. Except for our right to obtain injunctive relief in any appropriate forum, any action arising out of or relating to this Agreement shall be commenced, conducted and concluded only in a state or federal court of general jurisdiction in the Commonwealth of Pennsylvania for the district or county in which our headquarters are then located. You irrevocably submit to the jurisdiction of these courts, waive any objection you may have to either the jurisdiction or venue of these courts and agree not to argue that any of these courts is an inconvenient forum. If we move our corporate headquarters, you acknowledge that you will have a substantial and continuing relationship with us in the state to which we move and that any references to Pennsylvania in this paragraph will be deemed to be references to the new state. Pursuant to Minn. Stat. §80C.21 and Minn. Rule Part 2860.4400J, this paragraph shall not in any way abrogate or reduce your rights as provided for in Minnesota Statutes 1984, Chapter 80C, including the right to submit matters to the jurisdiction of the courts of Minnesota.

8. **Enforcement**. Section 23D is hereby deleted in its entirety and the following shall be substituted in its place:

D. Nothing herein contained shall bar our right to seek injunctive relief against threatened conduct that shall cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

9. Each provision of this Rider will be effective only to the extent that, with respect to the provision, the jurisdictional requirement of the Minnesota Franchises Act is met independently of this Rider.

The parties to this Rider now sign and deliver this Rider.

FRANCHISEE:

____
Name:
Address:

____
Name:
Address:

____
Name:
Address:

____
Name:
Address:

GODDARD FRANCHISOR LLC
1016 West Ninth Avenue
King of Prussia, PA 19406-3107

By:___________________________________

Title:______________________________

RIDER (FOR THE STATE OF NEW YORK)
TO THE GODDARD FRANCHISOR LLC
FRANCHISE AGREEMENT / FRANCHISE AGREEMENT (RENEWAL)

DATED ______________________________________

1. **Term and Renewal**. The following language is hereby added to Section 2B(10) of the Agreement:

> , provided, however, that all rights enjoyed by you 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 GBL 687.4 and 687.5 be satisfied.

2. **Transferability of Interest**. The following language is hereby added to Section 12B(2) of the Agreement:

> , provided, however, that all rights enjoyed by you 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 GBL 687.4 and 687.5 be satisfied.

3. **Obligations Upon Termination or Expiration**. The following language is hereby added to Section 14J of the Agreement:

> , provided, however, that all rights enjoyed by you 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 GBL 687.4 and 687.5 be satisfied.

4. **Enforcement**. The following language is added to the end of Section 23A and 23B of the Agreement:

> ; however, the governing choice of law shall not be considered a waiver of any right conferred upon you by the provisions of Article 33 of the General Business Law of the State of New York.

5. **Enforcement**. Section 23D is hereby deleted in its entirety and the following shall be substituted in its place:

> D. Nothing herein contained shall bar our right to seek injunctive relief against threatened conduct that shall cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

[6. **Mutual Releases As Condition of Renewal**. Section 25A of the Franchise Agreement (Renewal) is hereby amended by adding the following at the end:

> All rights enjoyed by you 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 will remain in force; it being the intent of this proviso that the non-waiver provisions of GBL 687.4 and 687.5 be satisfied.]

7. Each provision of this Rider will be effective only to the extent that, with respect to the provision, the jurisdictional requirement of the New York General Business Law is met independently of this Rider.

The parties to this Rider now sign and deliver this Rider.

FRANCHISEE:	**GODDARD FRANCHISOR LLC** **1016 West Ninth Avenue** **King of Prussia, PA 19406-3107**
____________________________________ Name: Address:	By:__________________________________
____________________________________ Name: Address:	Title:______________________________
____________________________________ Name: Address:	
____________________________________ Name: Address:	

RIDER (FOR THE STATE OF RHODE ISLAND)
TO THE GODDARD FRANCHISOR LLC
FRANCHISE AGREEMENT / FRANCHISE AGREEMENT (RENEWAL)

DATED ______________

1. **Enforcement**. The following language is hereby added to the end of Section 23A:

, excluding any claims arising under Section 19-28.1-14 of the Rhode Island Franchise Investment Act.

2. **Enforcement**. Section 23B of the Agreement is hereby amended to read as follows:

B. You acknowledge that you have and will continue to develop a substantial and continuing relationship with us at our offices in the Commonwealth of Pennsylvania, where our decision-making authority is vested and franchise operations are conducted and supervised. Except for our right to obtain injunctive relief in any appropriate forum, any action arising out of or relating to this Agreement shall be commenced, conducted and concluded only in a state or federal court of general jurisdiction in the Commonwealth of Pennsylvania for the district or county in which our headquarters are then located. You irrevocably submit to the jurisdiction of these courts, waive any objection you may have to either the jurisdiction or venue of these courts and agree not to argue that any of these courts is an inconvenient forum. If we move our corporate headquarters, you acknowledge that you will have a substantial and continuing relationship with us in the state to which we move and that any references to Pennsylvania in this paragraph will be deemed to be references to the new state, except for claims arising under Section 19-28.1-14 of the Rhode Island Franchise Investment Act.

3. Each provision of this Rider will be effective only to the extent that, with respect to the provision, the jurisdictional requirement of the Rhode Island Franchise Investment Act is met independently of this Rider.

The parties to this Rider now sign and deliver this Rider.

FRANCHISEE:

____
Name:
Address:

____
Name:
Address:

____
Name:
Address:

____
Name:
Address:

GODDARD FRANCHISOR LLC
1016 West Ninth Avenue
King of Prussia, PA 19406-3107

By:___________________________________

Title:_______________________________

RIDER (FOR THE COMMONWEALTH OF VIRGINIA)
TO THE GODDARD FRANCHISOR LLC
FRANCHISE AGREEMENT / FRANCHISE AGREEMENT (RENEWAL)

DATED ______________

1. **Covenants**. Section 16 Covenants is amended as follows:

a. Section 16B is deleted in its entirety and replaced with the following:

B. You covenant that during the term of this Agreement, except as otherwise approved in writing by us, you shall not directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person, persons, partnership, association, corporation, limited liability company or other entity:

(1) Divert or attempt to divert any customer of the business franchised under this Agreement to any child daycare or preschool learning center or business competitive with the School, by direct or indirect inducement or otherwise.

(2) Own, maintain, engage in, be employed by, consult with or assist in any way, finance, or have any interest in any competitive child daycare or preschool learning center or business (other than a Goddard School for which you are a franchisee under an effective Franchise Agreement with us) in the capacity of owner, manager, director, supervisor, or spokesperson or by conducting or creating marketing, advertising, public relations, or otherwise engaged in recruiting prospective customers through direct sales solicitation or overseeing the marketing, advertising, and public relations programs of the competitive child daycare or preschool business.

b. Section 16C is deleted in its entirety and replaced with the following:

C. You covenant that for a period of three years after the expiration, transfer or termination of this Agreement, regardless of the cause of termination, or after the date upon which you cease to operate the School following the expiration, transfer or termination of this Agreement, whichever is later, you shall not either directly or indirectly, for yourself or through, on behalf of, or in conjunction with any other person, persons, partnership, association, corporation, limited liability company or other entity:

(1) Divert or attempt to divert any customer of the business franchised under this Agreement to any child daycare or preschool learning center or business competitive with the School, by direct or indirect inducement or otherwise;

(2) Own, maintain, engage in, be employed by, consult with or assist in any way, finance, or have any interest in any competitive child daycare or preschool learning center or business (other than a Goddard School for which you are a franchisee under an effective Franchise Agreement with us) in the capacity of owner, manager, director, supervisor, or spokesperson or by conducting or creating marketing, advertising, public relations, or otherwise engaged in recruiting prospective customers through direct sales solicitation or overseeing the marketing, advertising, and public relations programs of the competitive child daycare or preschool business at the premises of the School or within a radius of 10 miles of the School or any School existing or proposed on the expiration, transfer or termination of this Agreement.

2. Effective July 1, 2026, the Virginia Retail Franchising Act provides as follows:

> 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.
>
> 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.

3. Each provision of this Rider will be effective only to the extent that the School is located in the Commonwealth of Virginia.

4. To the extent the Franchise Agreement includes any provision that is wholly or partially unlawful under Virginia law, the unlawful portions of the provision will be deemed to be severed from, and not to be a part of, the Franchise Agreement to the extent they are unlawful. However, any remaining lawful portions of the provision may be fully enforced.

The parties to this Rider now sign and deliver this Rider.

FRANCHISEE:	**GODDARD FRANCHISOR LLC** **1016 West Ninth Avenue** **King of Prussia, PA 19406-3107**
______________________________ Name: Address:	By:______________________________
______________________________ Name: Address:	Title:___________________________
______________________________ Name: Address:	
______________________________ Name: Address:	

WASHINGTON RIDER
TO THE GODDARD FRANCHISOR LLC
FRANCHISE DISLOSURE DOCUMENT, PRELIMINARY AGREEMENT,
FRANCHISE AGREEMENT, FRANCHISE AGREEMENT (RENEWAL),
AND ALL RELATED AGREEMENTS

DATED ______________

The provisions of this Rider 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 Rider 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 in 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. **<u>Transfer Fees</u>.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **<u>Termination by Franchisee</u>.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **<u>Certain Buy-Back Provisions</u>.** 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. **<u>Fair and Reasonable Pricing</u>.** 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. **<u>Waiver of Exemplary & Punitive Damages</u>.** 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. **<u>Franchisor's Business Judgement</u>.** 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. **<u>Indemnification</u>.** 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. **<u>Attorneys' Fees</u>.** 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. **<u>Noncompetition Covenants</u>.** 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.

The undersigned parties do hereby acknowledge receipt of this Rider.

FRANCHISEE:

____
Name:
Address:

____
Name:
Address:

____
Name:
Address:

____
Name:
Address:

GODDARD FRANCHISOR LLC
1016 West Ninth Avenue
King of Prussia, PA 19406-3107

By:___________________________________

Title:______________________________

RIDER (FOR THE STATE OF MARYLAND)
TO THE GODDARD FRANCHISOR LLC
DEVELOPMENT AGREEMENT

DATED ______________

1. **Initial Franchise Fee**. The following is added to the end of Section 2 of the Development Agreement:

> 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 shall be deferred until we complete our pre-opening obligations under the Franchise Agreement. In addition, all development fees and initial payments by developers shall be deferred until the first franchise under the Development Agreement opens.

2. **Transferability of Interest**. Section 7B(2) of the Development Agreement is hereby amended by the addition of the following language to the original language that appears therein:

> provided that any general releases that the transferor may be required to sign in connection with this Agreement shall not apply to any liability we may have under the Maryland Franchise Registration and Disclosure Law.

3. **Approvals and Waivers**. The following language is hereby added to Section 12B of the Development Agreement:

> However, such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

4. **Enforcement**. The following language is hereby added to the end of Section 16A of the Development Agreement:

> , except that you may bring suit in Maryland for any claims arising under the Maryland Franchise Registration and Disclosure Law.

5. **Enforcement**. Section 16B is restated as follows:

> Developer acknowledges that it has and will continue to develop a substantial and continuing relationship with us at our offices in the Commonwealth of Pennsylvania, where our decision-making authority is vested and franchise operations are conducted and supervised. Except for our right to obtain injunctive relief in any appropriate forum, any action arising out of or relating to this Agreement shall be commenced, conducted and concluded only in a state or federal court of general jurisdiction in the Commonwealth of Pennsylvania for the district or county in which our headquarters are then located. You irrevocably submit to the jurisdiction of these courts, waive any objection you may have to either the jurisdiction or venue of these courts and agree not to argue that any of these courts is an inconvenient forum. If we move our corporate headquarters, you acknowledge that you will have a substantial and continuing relationship with us in the state to which we move and that any references to Pennsylvania in this paragraph will be deemed to be references to the new state. Nothing contained in this Section 16B shall prevent you from commencing a lawsuit in the State of Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

6. **Enforcement**. The following language is hereby added to the end of Section 16F of the Development Agreement:

> We cannot, as a condition to your purchase of a franchise, require you to release any claims under the Maryland Franchise Registration and Disclosure Law. The representations contained in this Section 16F that you may not seek damages or any remedy from persons other than us are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

7. Each provision of this Rider will be effective only to the extent that, with respect to the provision, the jurisdictional requirement of the Maryland Franchise Registration and Disclosure Law is met independently of this Rider.

The parties to this Rider now sign and deliver this Rider.

DEVELOPER:

____
Name:
Address:

____
Name:
Address:

____
Name:
Address:

____
Name:
Address:

GODDARD FRANCHISOR LLC
1016 West Ninth Avenue
King of Prussia, PA 19406-3107

By:__________________________________

Title:______________________________

RIDER (FOR THE STATE OF ILLINOIS)
TO THE GODDARD FRANCHISOR LLC
ASSIGNMENT AND ASSUMPTION AGREEMENT
(PARTNERSHIP, CORPORATION OR LIMITED LIABILITY COMPANY)

DATED ______________

1. Section 6 is deleted in its entirety and the following shall be substituted in its place:

    This Agreement shall be construed and interpreted under the laws of the State of Illinois, except that any Illinois law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee shall not apply unless its jurisdictional requirements are met independently without reference to this Section.

2. Section 7 is hereby deleted in its entirety.

3. Each provision of this Rider will be effective only to the extent that, with respect to the provision, the jurisdictional requirement of the Illinois Franchise Disclosure Act is met independently of this Rider.

The parties to this Rider now sign and deliver this Rider.

ASSIGNOR:

____
Name:
Address:

____
Name:
Address:

____
Name:
Address:

____
Name:
Address:

ASSIGNEE:
____

By:__________________________________

Title:______________________________

GODDARD FRANCHISOR LLC
1016 West Ninth Avenue
King of Prussia, PA 19406-3107

By:__________________________________

Title:______________________________

RIDER (FOR THE STATE OF MARYLAND)
TO THE GODDARD FRANCHISOR LLC
ASSIGNMENT AND ASSUMPTION AGREEMENT
(PARTNERSHIP, CORPORATION OR LIMITED LIABILITY COMPANY)

DATED _______________________

1. Section 6 is hereby amending by deleting the second half of Section 6 starting with the fifth sentence [beginning "Assignor and Assignee acknowledge that they have and will continue to develop a substantial and continuing relationship with GFL"] in its entirety and the following is substituted therefor:

> Assignor and Assignee agree that they have had and shall continue to have a substantial relationship with GFL at its offices in Pennsylvania. GFL shall have the option of bringing any action seeking equitable relief to enforce the terms of this Agreement or to prevent any actual or threatened breach of this Agreement in any court of competent jurisdiction in order to prevent real or threatened harm, and Assignor and Assignee consent to the entry of injunctive relief, including temporary restraining orders and/or preliminary and permanent injunctions without the requirement of bond, according to the usual equity rules in the jurisdiction in which such relief is sought.

2. Each provision of this Rider will be effective only to the extent that, with respect to the provision, the jurisdictional requirement of the Maryland Franchise Registration and Disclosure Law is met independently of this Rider.

The parties to this Rider now sign and deliver this Rider.

ASSIGNOR:	**ASSIGNEE:**
	____________________________________
____________________________________ Name: Address:	By:__________________________________ Title:______________________________
____________________________________ Name: Address:	
____________________________________ Name: Address:	**GODDARD FRANCHISOR LLC** **1016 West Ninth Avenue** **King of Prussia, PA 19406-3107**
____________________________________ Name: Address:	By:__________________________________ Title:______________________________

RIDER (FOR THE STATE OF NEW YORK)
TO THE GODDARD FRANCHISOR LLC
ASSIGNMENT AND ASSUMPTION AGREEMENT
(PARTNERSHIP, CORPORATION OR LIMITED LIABILITY COMPANY)

DATED ____

1. The following language is hereby added to Section 6:

However, the governing choice of law shall not be considered a waiver of any right conferred upon you by the provisions of Article 33 of the General Business Law of the State of New York.

2. Each provision of this Rider will be effective only to the extent that, with respect to the provision, the jurisdictional requirement of the New York General Business Law is met independently of this Rider.

The parties to this Rider now sign and deliver this Rider.

ASSIGNOR:

____
Name:
Address:

____
Name:
Address:

____
Name:
Address:

____
Name:
Address:

ASSIGNEE:
____

By:___________________________________

Title:_______________________________

GODDARD FRANCHISOR LLC
1016 West Ninth Avenue
King of Prussia, PA 19406-3107

By:___________________________________

Title:_______________________________

RIDER (FOR THE STATE OF MARYLAND)
TO THE GODDARD FRANCHISOR LLC
AMENDMENT TO FRANCHISE AGREEMENT
(Modified or Grandfathered Fee)
(Transfer)
(Annex)

AND TO THE
DISCLOSURE ACKNOWLEDGEMENT STATEMENT

DATED ____________________

1. The following language is added to the last paragraph of the Amendment to Franchise Agreement (Modified or Grandfathered Fee) (Transfer) (Annex), as applicable, and to Paragraph 3 of the Disclosure Acknowledgement Statement:

> However, such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

2. Each provision of this Rider will be effective only to the extent that, with respect to the provision, the jurisdictional requirement of the Maryland Franchise Registration and Disclosure Law is met independently of this Rider.

The parties to this Rider now sign and deliver this Rider.

FRANCHISEE:	**GODDARD FRANCHISOR LLC** **1016 West Ninth Avenue** **King of Prussia, PA 19406-3107**
________________________________ Name: Address:	By:______________________________
________________________________ Name: Address:	Title:__________________________
________________________________ Name: Address:	
________________________________ Name: Address:	

<u>EXHIBIT J</u>

STATE EFFECTIVE DATES

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	April 30, 2026 (Exempt)
Hawaii	Pending
Illinois	April 30, 2026 (Exempt)
Indiana	April 30, 2026 (Exempt)
Maryland	Pending (Exempt)
Michigan	April 30, 2026
Minnesota	Pending
New York	April 30, 2026 (Exempt)
North Dakota	Pending (Exempt)
Rhode Island	Pending (Exempt)
South Dakota	Pending
Virginia	Pending (Exempt)
Washington	Pending (Exempt)
Wisconsin	Pending

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

RECEIPTS

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Goddard Franchisor LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Iowa and New York require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days (14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreements or the payment of any consideration, whichever occurs first.

If Goddard Franchisor LLC does not deliver this 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 the appropriate state agency identified in Exhibit G.

The name, principal business address, and telephone number of each franchise seller offering the franchise: ☐ Hannah Serba; ☐ Svetlana Chumachenko; ☐ Glenn Bisbing; ☐ Mary Coots; all located at Goddard Franchisor LLC 1016 West Ninth Avenue, King of Prussia, PA 19406-3107; (800) 272-4901; and______
____.

Issuance Date: April 30, 2026.

Goddard Franchisor LLC authorizes the respective state agencies identified on Exhibit G to receive service of process for it in the particular state.

I received a disclosure document dated April 30, 2026, that included the following Exhibits:

A	Financial Statements
B-1	Current Franchisees
B-2	Former Franchisees
C-1	Preliminary Agreement
C-2	Franchise Agreement, including Draft Authorization and Personal Guaranty
C-3	Development Agreement
C-4	Purchase Orders
C-5	Amendment to Franchise Agreement (Modified or Grandfathered Fee))
C-6	Amendment to Franchise Agreement (Transfer)
C-7	Amendment to Franchise Agreement (Annex)
C-8	Amendment to Franchise Agreement (Designated On-Site Operator)
C-9	Data Processing Addendum
C-10	Franchise Agreement (Renewal)
C-11	Rider to Lease and Collateral Assignment
C-12	Option to Lease Agreement and Right of First Refusal
C-13	Assignment and Assumption Agreement
C-14	Disclosure Acknowledgement Statement
C-15.1	Confidentiality Agr. (persons assoc. franchisee)
C-15.2	Confidentiality Agr. (possible purchaser)
C-16	Confidentiality and Noncompetition Agreement
D-1	Letter of Intent
D-2	Real Estate Purchase and Sale Agreement
D-3	Assignment and Assumption of Real Estate Purchase and Sale Agreement
D-4	Lease
D-5	Project Management Agreement
E-1	Termination of Preliminary Agreement and Mutual Release
E-2	Termination of Franchise Agreement and Mutual Release
F	Tables of Contents - Manuals
G	State Agencies/Agents for Service of Process
H	Receipt of Franchise-Related Documents
I	State Specific Addenda and Riders
J	State Effective Dates
K	Receipts

______________	______________________________	____________________________
Date	Signature of Prospective Franchisee	Printed Name
______________	______________________________	____________________________
Date	Signature of Prospective Franchisee	Printed Name

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Goddard Franchisor LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Iowa and New York require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days (14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreements or the payment of any consideration, whichever occurs first.

If Goddard Franchisor LLC does not deliver this 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 the appropriate state agency identified in Exhibit G.

The name, principal business address, and telephone number of each franchise seller offering the franchise: ☐ Hannah Serba; ☐ Svetlana Chumachenko; ☐ Glenn Bisbing; ☐ Mary Coots; all located at Goddard Franchisor LLC, 1016 West Ninth Avenue, King of Prussia, PA 19406-3107; (800) 272-4901; and______ ____.

Issuance Date: April 30, 2026.

Goddard Franchisor LLC authorizes the respective state agencies identified on Exhibit G to receive service of process for it in the particular state.

I received a disclosure document dated April 30, 2026, that included the following Exhibits:

A Financial Statements
B-1 Current Franchisees
B-2 Former Franchisees
C-1 Preliminary Agreement
C-2 Franchise Agreement, including Draft Authorization and Personal Guaranty
C-3 Development Agreement
C-4 Purchase Orders
C-5 Amendment to Franchise Agreement (Modified or Grandfathered Fee))
C-6 Amendment to Franchise Agreement (Transfer)
C-7 Amendment to Franchise Agreement (Annex)
C-8 Amendment to Franchise Agreement (Designated On-Site Operator)
C-9 Data Processing Addendum
C-10 Franchise Agreement (Renewal)
C-11 Rider to Lease and Collateral Assignment
C-12 Option to Lease Agreement and Right of First Refusal
C-13 Assignment and Assumption Agreement
C-14 Disclosure Acknowledgement Statement
C-15.1 Confidentiality Agr. (persons assoc. franchisee)
C-15.2 Confidentiality Agr. (possible purchaser)
C-16 Confidentiality and Noncompetition Agreement
D-1 Letter of Intent
D-2 Real Estate Purchase and Sale Agreement
D-3 Assignment and Assumption of Real Estate Purchase and Sale Agreement
D-4 Lease
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Date	Signature of Prospective Franchisee	Printed Name
Date	Signature of Prospective Franchisee	Printed Name