FRANCHISE DISCLOSURE DOCUMENT

Mathnasium Center Licensing, LLC
dba Mathnasium Learning Centers
A California Limited Liability Company
5120 West Goldleaf Circle, Suite 400
Los Angeles, California 90056 USA
(877) 531-MATH (6284)
legal@mathnasium.com
www.mathnasium.com

As a Mathnasium franchisee you will operate a learning center that provides math instruction using the Mathnasium system of learning. Children typically attend Mathnasium centers two or more times per week for approximately 60 minutes.

The total investment necessary to begin operation of your first Mathnasium franchise ranges from $112,891 to $149,346. This includes $49,141 to $49,846 that must be paid to Mathnasium or its affiliate. The total investment necessary to begin operation of a second or additional franchise ranges from $90,891 to $129,846. This includes $27,141 to $30,346 for each additional franchise that must be paid to the franchisor or affiliate. If you enter into a Development Agreement, the total investment necessary to begin operation of one new Center and to have rights to develop between a total of 2 to 6 Centers ranges from $139,391 to $199,346. This includes $75,641 to $99,846 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 awarding of the franchise. **Note, however, that no government 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 your Franchise Development Representative at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056 and (877) 763-2604.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read your entire contract carefully. Show your contract and this disclosure document to an advisor, such as 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, DC 20580. You can also visit the FTC's homepage 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.

The issuance date is March 31, 2023

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 A-1 and Exhibit A-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 B 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 Mathnasium 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 Mathnasium franchisee?	Item 20 or Exhibit A-1 and Exhibit A-2 list 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 E.

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. **Out-of-State Dispute Resolution.** The franchise agreement and development agreement require you to resolve disputes with the franchisor by mediation, arbitration or litigation only in the county where our headquarters is located, currently in Los Angeles County, California. Out-of-state mediation, arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate or litigate with the franchisor in California than in your own state.

2. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

3. **Mandatory Minimum Payments.** You must make royalty payments, regardless of your sales levels. Failure to make the payments may result in termination of your franchise and loss of your investment.

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 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 your right to join an association of franchisees.

(b) A requirement that you assent to a release, assignment, novation, waiver, or estoppel which deprives you of rights and protections provided in this act. This shall not preclude you, after entering into a Franchise Agreement, from settling any and all claims.

(c) A provision that permits us to terminate a franchise before the expiration of its term except for good cause. Good cause shall include your failure to comply with any lawful provision of the Franchise Agreement and to cure the failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure the failure.

(d) A provision that permits us to refuse to renew your franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to us and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applied only if: (i) the term of the franchise is less than 5 years and (ii) you are 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 after the expiration of the franchise or you do not receive at least 6 months advance notice of our intent not to renew the franchise.

(e) A provision that permits us 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 you from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits us to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent us from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet our then current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of us or our subfranchisor.

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

(iv) You or your proposed transferee's failure to pay any sums owing to us or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

(h) A provision that requires you to resell to us items that are not uniquely identified with us. This subdivision does not prohibit a provision that grants to us 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 us the right to acquire the assets of a franchise for the market or appraised value of the assets if you have breached the lawful provisions of the Franchise Agreement and have failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits us to directly or indirectly convey, assign, or otherwise transfer our obligations to fulfill contractual obligations to you unless provision has been made for providing the required contractual services.

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

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
Consumer Protection Division
Attn: Franchise
G. Mennen Williams Building
Lansing, Michigan 48913
Telephone Number: (517) 335-7567

MATHNASIUM CENTER LICENSING, LLC
FRANCHISE DISCLOSURE DOCUMENT

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ITEM 1: THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this disclosure document, "Mathnasium", "**we**", "**us**" and "**our**" means Mathnasium Center Licensing, LLC, and "**you**" means the person who acquires the franchise. If you are a corporation, limited liability company or other legal entity, "**you**" also includes your owners. If you are a corporation, limited liability company or other legal entity, your owners must sign the Guaranty and Assumption of Obligations attached to the "**Franchise Agreement**" (Exhibit "C"), which means that all of the provisions of the Franchise Agreement also will apply to your owners.

Mathnasium is a California limited liability company organized on May 22, 2003. Our principal business address is 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056.

Mathnasium is a direct subsidiary of Mathnasium, LLC, and Mathnasium's ultimate parent is Mathnasium Holdings, LLC, both of which also have a principal business address at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056. In November 2021, RC VI Numbers Holdings, LLC, an entity owned by Roark Capital Management, LLC, an Atlanta-based private equity firm, acquired a majority interest in Mathnasium Holdings, LLC.

Our affiliate, Mathnasium Center Licensing Canada, Inc. ("**Mathnasium Canada**"), offers franchises for Mathnasium Centers (defined below) in Canada. Mathnasium Canada shares our principal business address. Mathnasium Canada has offered franchises for Mathnasium Centers in Canada since May 2014. As of December 31, 2022, there were 88 franchised Mathnasium Centers in Canada. Mathnasium Canada has not conducted a business of the type that you will operate and has not offered franchises in any other line of business.

Our affiliate, Mathnasium International Franchising, LLC ("**Mathnasium International**"), offers franchises for Mathnasium Centers outside the United States and Canada. Mathnasium International shares our principal business address. Mathnasium International has offered franchises outside the United States and Canada since May 2015. As of December 31, 2022, there were 65 franchised Mathnasium Centers outside the United States and Canada. Mathnasium International has not conducted a business of the type that you will operate and has not offered franchises in any other line of business.

Mathnasium operates under the names "**Mathnasium Learning Centers**," "**Mathnasium Centers**," "**Mathnasium The Math Learning Center**," and "**Mathnasium**."

Our agents for service of process and their addresses are listed in Exhibit E.

The System

Mathnasium offers and awards franchises throughout the United States for the operation of learning centers ("**Mathnasium Centers**") that provide math instruction using the Mathnasium education method at locations we have accepted.

Mathnasium Centers are open to the public at least 5 days a week during after-school hours for at least 4 hours per day. Children typically attend Mathnasium Centers twice a week for approximately 60 minutes per session. Some children attend more than twice a week or for more than 60 minutes per session. In this disclosure document, we call your Mathnasium Center that you will operate under the Franchise Agreement your "**Center**."

The Mathnasium Method™ is an important component of the Mathnasium system. The Mathnasium Method™ uses diagnostics to pinpoint students' learning needs, customized learning plans designed to help students improve their math skills and confidence in the subject, and fun and engaging live instruction. The Mathnasium system includes worksheets for children between 4 and 17 years old.

The Mathnasium system is detailed in our manuals ("**Manuals**"), to which you will first be given access as part of our initial training program.

The Mathnasium Center Franchise

A Mathnasium franchisee is granted the right under a Franchise Agreement to use the Mathnasium system including its teaching techniques, trade secrets and trademarks in connection with operating one Mathnasium Center. We will designate a territory for your Center and not allow another Mathnasium Center to be located in the same territory unless you do not meet minimum performance requirements. If you apply for a Mathnasium Center franchise, your evaluation will include a personal meeting.

Mathnasium may pay an existing franchisee or others a referral fee for referring a prospective franchisee to Mathnasium who becomes a franchisee. Any existing franchisee or others receiving a referral fee will not otherwise participate in the awarding of the franchise to the prospective franchisee and are not authorized to make any financial performance representations. Existing franchisees may receive a prospective franchisee conversation fee if they answer questions of prospective franchisees who become franchisees. There is a pool (currently $1,000) that is split among all franchisees who speak with a candidate who becomes a franchisee. An existing franchisee that hosts a visit in a Mathnasium Center with a prospective franchisee who becomes a franchisee may also receive a Mathnasium Center visit fee (currently $100). The referral, prospective franchisee conversation, and Mathnasium Center visit fee policies are reviewed annually and may be terminated or modified at any time.

Development Agreement

In addition, for qualified franchisees who would like to develop multiple Mathnasium Centers within a designated territory (the "**Development Area**"), we also offer the opportunity to enter into a Development Agreement with us (the "**Development Agreement**") to develop a mutually agreed upon number of Mathnasium Centers in accordance with a development schedule specified in the Development Agreement (the "**Development Schedule**"). Our current form of Development Agreement is included as Exhibit D to this disclosure document.

As each Mathnasium Center is opened, you will sign our then-current form of franchise agreement for each Mathnasium Center, which may include terms that are different from the form of franchise agreement included as Exhibit C to this disclosure document (including different fees). If you fail to open and continue to operate the required number of Mathnasium Centers in accordance with the mutually agreed upon Development Schedule, we will have the right to terminate the Development Agreement. If the Development Agreement is terminated, you will lose all of your rights to develop Mathnasium Centers in the Development Area and you will forfeit the initial fees paid for any Mathnasium Centers for which franchise agreements have not been signed. However, the franchise agreement for each Mathnasium Centers which has been opened will not be terminated solely by reason of the termination of the Development Agreement.

Unless you sign a Development Agreement, you have no obligation, nor any right, to open any additional Mathnasium Centers.

Affiliated Franchise Programs

Through control with private equity funds managed by Roark Capital Management LLC, we are affiliated with the following franchise programs (**"Affiliated Programs"**). None of these affiliates operate a Mathnasium Center.

Focus Brands Inc. ("**Focus Brands**") is the indirect parent company to 7 franchisors, including: Auntie Anne's Franchisor SPV LLC ("**Auntie Anne's**"), Carvel Franchisor SPV LLC ("**Carvel**"), Cinnabon Franchisor SPV LLC ("**Cinnabon**"), Jamba Juice Franchisor SPV LLC ("**Jamba**"), McAlister's Franchisor SPV LLC ("**McAlister's**"), Moe's Franchisor SPV LLC ("**Moe's**"), and Schlotzsky's Franchisor SPV LLC ("**Schlotzsky's**"). All 7 Focus Brands franchisors have a principal place of business at 5620 Glenridge Drive NE, Atlanta, GA 30342 and have not offered franchises in any other line of business.

Auntie Anne's franchises Auntie Anne's® shops that offer soft pretzels, lemonade, frozen drinks and related foods and beverages. In November 2010, the Auntie Anne's system became affiliated with Focus Brands through an acquisition. Auntie Anne's predecessor began offering franchises in January 1991. As of December 31, 2022, there were approximately 1,135 franchised facilities and 11 affiliate-owned facilities in the United States and approximately 775 franchised facilities operating outside the United States.

Carvel franchises Carvel® ice cream shoppes and is a leading retailer of branded ice cream cakes in the United States and a producer of premium soft-serve ice cream. The Carvel system became an Affiliated Program in October 2001 and became affiliated with Focus Brands in November 2004. Carvel's predecessor began franchising retail ice cream shoppes in 1947. As of December 31, 2022, there were 326 domestic retail shoppes (including 1 shoppe co-branded in a Schlotzsky's restaurant operated by our affiliate), 30 international retail shoppes, and 2 foodservice locations operated by independent third parties that offer Carvel® ice cream and frozen desserts including cakes and ice cream novelties.

Cinnabon franchises Cinnabon® bakeries that feature oven-hot cinnamon rolls, as well as other baked treats and specialty beverages. It also licenses independent third parties to operate domestic and international franchised Cinnabon® bakeries and Seattle's Best Coffee® franchises on military bases in the United States and in certain international countries, and to use the Cinnabon trademarks on products dissimilar to those offered in Cinnabon bakeries. In November 2004, the Cinnabon system became affiliated with Focus Brands through an acquisition. Cinnabon's predecessor began franchising in 1990. As of December 31, 2022, franchisees operated 950 Cinnabon retail outlets in the United States and 918 Cinnabon retail outlets outside the United States and 178 Seattle's Best Coffee units outside the United States.

Jamba franchises Jamba® stores that feature a wide variety of fresh blended-to-order smoothies and other cold or hot beverages and offer fresh squeezed juices and portable food items to customers who come for snacks and light meals. Jamba has offered JAMBA® franchises since October 2018. In October 2018, Jamba became affiliated with Focus Brands through an acquisition. Jamba's predecessor began franchising in 1991. As of December 31, 2022, there were approximately 735 franchised Jamba stores and 3 affiliate-owned Jamba stores in the United States and 54 franchised Jamba stores outside the United States.

McAlister's franchises McAlister's Deli® restaurants which offer a line of deli foods, including hot and cold deli sandwiches, baked potatoes, salads, soups, desserts, iced tea and other food and beverage products. The McAlister's system became an Affiliated Program through an acquisition in July 2005 and became affiliated with Focus Brands in October 2013. McAlister's or its predecessor

have been franchising since 1999. As of December 31, 2022, there were 492 domestic franchised McAlister's restaurants and 32 affiliate-owned restaurants operating in the United States.

Moe's franchises Moe's Southwest Grill® fast casual restaurants which feature fresh-mex and southwestern food. In August 2007, the Moe's system became affiliated with Focus Brands through an acquisition. Moe's predecessor began offering Moe's Southwest Grill franchises in 2001. As of December 31, 2022, there were 636 franchised Moe's Southwest Grill restaurants operating in the United States and one franchised restaurant operating outside the United States.

Schlotzsky's franchises Schlotzsky's® quick-casual restaurants which feature sandwiches, pizza, soups, and salads. Schlotzsky's signature items are its "fresh-from-scratch" sandwich buns and pizza crusts that are baked on-site every day. In November 2006, the Schlotzsky's system became affiliated with Focus Brands through an acquisition. Schlotzsky's restaurant franchises have been offered since 1976. As of December 31, 2022, there were 299 franchised Schlotzsky's restaurants and 27 affiliate-owned restaurants operating in the United States.

Inspire Brands ("**Inspire Brands**") is a global multi-brand restaurant company, launched in February 2018 upon completion of the merger of the Arby's and Buffalo Wild Wings brands. Inspire Brands is a parent company to 7 franchisors offering and selling franchises in the United States, including: Arby's Franchisor, LLC ("**Arby's**"), Baskin-Robbins Franchising LLC ("**Baskin-Robbins**"), Buffalo Wild Wings International, Inc. ("**Buffalo Wild Wings**"), Dunkin' Donuts Franchising LLC ("**Dunkin'**"), Jimmy John's Franchisor SPV, LLC ("**Jimmy John's**"), Rusty Taco, Inc. ("**Rusty Taco**"), and Sonic Franchising LLC ("**Sonic**"). Inspire Brands is also a parent company to the following franchisors offering and selling franchises internationally: Inspire International, Inc. ("**Inspire International**"), DB Canadian Franchising ULC ("**DB Canada**"), DDBR International LLC ("**DB China**"), DD Brasil Franchising Ltda. ("**DB Brasil**"), DB Mexican Franchising LLC ("**DB Mexico**"), and BR UK Franchising LLC ("**BR UK**"). All of Inspire Brands' franchisors have a principal place of business at Three Glenlake Parkway NE, Atlanta, Georgia 30328 and, other than as described below for Arby's, have not offered franchises in any other line of business.

Arby's is a franchisor of quick-serve restaurants operating under the Arby's® trade name and business system that feature slow-roasted, freshly sliced roasted beef and other deli-style sandwiches. In July 2011, Arby's became an Affiliated Program through an acquisition. Arby's has been franchising since 1965. As of January 1, 2023, there were approximately 3,415 Arby's restaurants operating in the United States (2,305 franchised and 1,110 company-owned), and 174 franchised Arby's restaurants operating internationally. Predecessors and former affiliates of Arby's have, in the past, offered franchises for other restaurant concepts including T.J. Cinnamons® stores that served gourmet baked goods. All of the T.J. Cinnamons locations have closed.

Buffalo Wild Wings is a franchisor of sports entertainment-oriented casual sports bars that feature chicken wings, sandwiches, and other products, alcoholic and other beverages, and related services under the Buffalo Wild Wings® name ("**Buffalo Wild Wings Sports Bars**") and restaurants that feature chicken wings and other food and beverage products primarily for off-premises consumption under the Buffalo Wild Wings GO name ("**BWW-GO Restaurants**"). Buffalo Wild Wings has offered franchises for Buffalo Wild Wings Sports Bars since April 1991 and for BWW-GO Restaurants since December 2020. As of January 1, 2023, there were 1,189 Buffalo Wild Wings Sports Bars operating in the United States (530 franchised and 659 company-owned) and 75 Buffalo Wild Wings or B-Dubs restaurants operating outside the United States (63 franchised and 12 company-owned). As of January 1, 2023, there were 41 BWW-GO Restaurants operating in the United States (4 franchised and 37 company-owned).

Sonic is the franchisor of Sonic Drive-In® restaurants, which serve hot dogs, hamburgers and other sandwiches, tater tots and other sides, a full breakfast menu and frozen treats and other drinks. Sonic became an Affiliated Program through an acquisition in December 2018. Sonic has offered franchises for Sonic restaurants since May 2011. As of January 1, 2023, there were 3,546 Sonic Drive-Ins (3,221 franchised and 325 company-owned) in operation.

Jimmy John's is a franchisor of restaurants operating under the Jimmy John's® trade name and business system that feature high-quality deli sandwiches, fresh baked breads, and other food and beverage products. Jimmy John's became an Affiliated Program through an acquisition in October 2016 and became part of Inspire Brands by merger in 2019. Jimmy John's and its predecessor have been franchising since 1993 and, as of January 1, 2023, had 2,637 restaurants operating in the United States (2,597 franchised and 40 affiliate-owned).

Dunkin' is a franchisor of Dunkin'® restaurants that offer doughnuts, coffee, espresso, breakfast sandwiches, bagels, muffins, compatible bakery products, croissants, snacks, sandwiches and beverages. Dunkin' became an Affiliated Program through an acquisition in December 2020. Dunkin' has offered franchises in the United States and certain international markets for Dunkin' restaurants since March 2006. As of January 1, 2023, there were 8,087 single-branded franchised Dunkin' restaurants operating in the United States and an additional 3,872 operating in 37 countries.

Baskin-Robbins franchises Baskin-Robbins® restaurants that offer ice cream, ice cream cakes and related frozen products, beverages and other products and services. Baskin-Robbins became an Affiliated Program through an acquisition in December 2020. Baskin-Robbins has offered franchises in the United States and certain international markets for Baskin-Robbins restaurants since March 2006. As of January 1, 2023, there were 1,001 single-branded franchised Baskin-Robbins restaurants in the United States and an additional 5,349 operating internationally in 37 countries and Puerto Rico. As of January 1, 2023, there were 1,252 Dunkin' and Baskin-Robbins combo restaurants in the United States.

Inspire International has, directly or through its predecessors, offered and sold franchises for the following brands: Arby's restaurants (since May 2016), Buffalo Wild Wings sports bars (since October 2019), Jimmy John's restaurants (since November 2022), and Sonic restaurants outside the United States (since November 2019). **DB Canada** was formed in May 2006 and has, directly or through its predecessors, offered and sold Baskin-Robbins franchises in Canada since January 1972. **DB China** has offered and sold Baskin-Robbins franchises in China since its formation in March 2006. **DB Brasil** has offered and sold Dunkin' and Baskin-Robbins franchises in Brazil since its formation in May 2014. **DB Mexico** has offered and sold Dunkin' franchises in Mexico since its formation in October 2006. **BR UK** has offered and sold Baskin-Robbins franchises in the UK since its formation in December 2014. The restaurants franchised by the international franchisors are included in the brand-specific disclosures above.

Primrose School Franchising SPE, LLC (**"Primrose"**) is a franchisor that offers franchises for the establishment, development and operation of educational childcare facilities serving families with children from 6 weeks to 12 years old operating under the Primrose® name. Primrose's principal place of business is 3200 Windy Hill Road SE, Suite 1200E, Atlanta GA 30339. Primrose became an Affiliated Program through an acquisition in June 2008. Primrose and its affiliates have been franchising since 1988 and as of December 31, 2022, had 483 franchised facilities. Primrose has not offered franchises in any other line of business.

ME SPE Franchising, LLC (**"Massage Envy"**) is a franchisor of businesses that offers professional therapeutic massage services, facial services and related goods and services under the name "Massage Envy®" since 2019. Massage Envy's principal place of business is 14350 North 87th Street, Suite 200, Scottsdale, Arizona 85260. Massage Envy's predecessor began operation in 2003,

commenced franchising in 2010, and became an Affiliated Program through an acquisition in 2012. As of December 31, 2022, there were 1,083 Massage Envy locations operating in the United States, including 1,073 operated as total body care Massage Envy businesses and 10 operated as traditional Massage Envy businesses. Additionally, Massage Envy's predecessor previously sold franchises for regional developers, who acquired a license for a defined region in which they were required to open and operate a designated number of Massage Envy locations either by themselves or through franchisees that they would solicit. As of December 31, 2022, there were 10 regional developers operating 12 regions in the United States. Massage Envy has not offered franchises in any other line of business.

CKE Inc. (**"CKE"**), through two indirect wholly-owned subsidiaries (Carl's Jr. Restaurants LLC and Hardee's Restaurants LLC), owns, operates and franchises quick serve restaurants operating under the Carl's Jr.® and Hardee's ® trade names and business systems. Carl's Jr. restaurants and Hardee's restaurants offer a limited menu of breakfast, lunch and dinner products featuring charbroiled 100% Black Angus Thickburger® sandwiches, Hand-Breaded Chicken Tenders, Made from Scratch Biscuits and other related quick serve menu items. A small number of Hardee's Restaurants offer Green Burrito® Mexican food products through a Dual Concept Restaurant. A small number of Carl's Jr. Restaurants offer Red Burrito® Mexican food products through a Dual Concept Restaurant. CKE Inc.'s principal place of business is 6700 Tower Circle, Suite 1000, Franklin, Tennessee. In December 2013, CKE Inc. became an Affiliated Program through an acquisition. Hardee's restaurants have been franchised since 1961. As of January 30, 2023, there were 195 company-operated Hardee's restaurants, including 4 Hardee's/Red Burrito Dual Concept restaurants, and there were 1,512 domestic franchised Hardee's restaurants, including 146 Hardee's/Red Burrito Dual Concept restaurants. Additionally, there were 429 franchised Hardee's restaurants operating outside the United States. Carl's Jr. restaurants have been franchised since 1984. As of January 30, 2023, there were 48 company-operated Carl's Jr. restaurants, and there were 1,020 domestic franchised Carl's Jr. restaurants, including 266 Carl's Jr./Green Burrito Dual Concept restaurants. In addition, there were 620 franchised Carl's Jr. restaurants operating outside the United States. Neither CKE nor its subsidiaries that operate the above-described franchise systems have offered franchises in any other line of business.

Driven Holdings, LLC ("**Driven Holdings**") is the indirect parent company to 10 franchisors, including Meineke Franchisor SPV LLC ("**Meineke**"), Maaco Franchisor SPV LLC ("**Maaco**"), Drive N Style Franchisor SPV LLC ("**DNS**"), Merlin Franchisor SPV LLC ("**Merlin**"), Econo Lube Franchisor SPV LLC ("**Econo Lube**"), 1-800-Radiator Franchisor SPV LLC ("**1-800-Radiator**"), CARSTAR Franchisor SPV LLC ("**CARSTAR**"), Take 5 Franchisor SPV LLC ("**Take 5**"), ABRA Franchisor SPV LLC ("**ABRA**") and FUSA Franchisor SPV LLC ("**FUSA**"). In April 2015, Driven Holdings and its franchised brands at the time (Meineke, Maaco, DNS, Merlin and Econo Lube) became Affiliated Programs through an acquisition. Subsequently, through acquisitions in June 2015, October 2015, March 2016, September 2019, and April 2020, respectively, the 1-800-Radiator, CARSTAR, Take 5, ABRA and FUSA brands became Affiliated Programs. The principal business address of Meineke, Maaco, DNS, Econo Lube, Merlin, CARSTAR, Take 5, ABRA and FUSA is 440 South Church Street, Suite 700, Charlotte, North Carolina 28202. 1-800-Radiator's principal business address is 4401 Park Road, Benicia, California 94510. All 10 franchisors have not offered franchises in any other line of business.

Meineke franchises automotive centers which offer to the general public automotive repair and maintenance services that it authorizes periodically. These services currently include repair and replacement of exhaust system components, brake system components, steering and suspension components (including alignment), belts (V and serpentine), cooling system service, CV joints and boots, wiper blades, universal joints, lift supports, motor and transmission mounts, trailer hitches, air conditioning, state inspections, tire sales, tune ups and related services, transmission fluid changes and batteries. Meineke and its predecessors have offered Meineke center franchises since September

1972, and Meineke's affiliate has owned and operated Meineke centers on and off since March 1991. As of December 31, 2022, there were 703 Meineke centers, 22 Meineke centers co-branded with Econo Lube, and no company-owned Meineke centers or company-owned Meineke centers co-branded with Econo Lube operating in the United States.

Maaco and its predecessors have offered Maaco center franchises since February 1972 providing automotive collision and paint refinishing. As of December 31, 2022, there were 397 franchised Maaco centers and no company-owned Maaco centers in the United States.

DNS is the franchisor of 3 franchise systems: Drive N Style® franchises, AutoQual® franchises and Aero Colours® franchises. DNS and its predecessors have offered Drive N Style franchises since October 2006. A Drive N Style business offers both interior and exterior reconditioning and maintenance services, exterior paint repair and refinishing services and interior and exterior protection services for consumer vehicles. As of December 31, 2022, there were 30 Drive N Style franchises and no company-owned Drive N Style businesses in the United States. DNS and its predecessors have offered AutoQual franchises since February 2008. AutoQual businesses offer various services relating to the interior of automotive vehicles, including, among other things, cleaning, deodorizing, dyeing, and masking of carpets, seats, and trim. As of December 31, 2022, there were 5 AutoQual franchises and no company-owned AutoQual businesses in the United States. DNS and its predecessors have offered Aero Colours franchises since 1998. Aero Colours businesses offer various services related to the exterior of automotive vehicles, including paint touch-up, repair and refinishing that is performed primarily on cars at automobile dealerships or at the customer's home or place of business. As of December 31, 2022, there was 1 Aero Colours franchise and no company-owned Aero Colours businesses in the United States.

Merlin franchises shops which provide automotive repair services specializing in vehicle longevity, including the repair and replacement of automotive exhaust, brake parts, ride and steering control system and tires. Merlin and its predecessors offered franchises from July 1990 to February 2006 under the name "Merlin Muffler and Brake Shops," and have offered franchises under the name "Merlin Shops" since February 2006. As of December 31, 2022, there were 24 Merlin franchises and no company-owned Merlin shops located in the United States.

Econo Lube offers franchises that provide oil change services and other automotive services including brakes, but not including exhaust systems. Econo Lube's predecessor began offering franchises in 1980 under the name "Muffler Crafters" and began offering franchises under the name "Econo Lube N' Tune" in 1985. As of December 31, 2022, there were 10 Econo Lube N' Tune franchises and 12 Econo Lube N' Tune franchises co-branded with Meineke centers in the United States, which are predominately in the western part of the United States, including California, Arizona, and Texas, and no company-owned Econo Lube N' Tune locations in the United States.

1-800-Radiator franchises distribution warehouses selling radiators, condensers, air conditioning compressors, fan assemblies and other automotive parts to automotive shops, chain accounts and retail consumers. 1-800-Radiator and its predecessor have offered 1-800-Radiator franchises since 2004. As of December 31, 2022, there were 196 1-800-Radiator franchises in operation in the United States. 1-800-Radiator's affiliate has owned and operated 1-800-Radiator warehouses since 2001 and, as of December 31, 2022, owned and operated 1 1-800-Radiator warehouse in the United States.

CARSTAR offers franchises for full-service automobile collision repair facilities providing repair and repainting services for automobiles and trucks that suffered damage in collisions. CARSTAR's business model focuses on insurance-related collision repair work arising out of relationships it has established with insurance company providers. CARSTAR and its affiliates first offered conversion

franchises to existing automobile collision repair facilities in August 1989 and began offering franchises for new automobile repair facilities in October 1995. As of December 31, 2022, there were 445 franchised CARSTAR facilities and no company-owned facilities operating in the United States.

Take 5 franchises motor vehicle centers that offer quick service, customer-oriented oil changes, lubrication and related motor vehicle services and products. Take 5 commenced offering franchises in March 2017, although the Take 5 concept started in 1984 in Metairie, Louisiana. As of December 31, 2022, there were 228 franchised Take 5 outlets operating in the United States. An affiliate of Take 5 currently operates approximately 575 Take 5 outlets and outlets that operate under other brands, many of which may be converted to the Take 5 brand and operating platform in the future.

ABRA franchises repair and refinishing centers that offer high quality auto body repair and refinishing and auto glass repair and replacement services at competitive prices. ABRA and its predecessor have offered ABRA franchises since 1987. As of December 31, 2022, there were 58 franchised ABRA repair centers and no company-owned repair centers operating in the United States.

FUSA franchises collision repair shops specializing in auto body repair work and after-collision services. FUSA has offered Fix Auto shop franchises since July 2020, although its predecessors have offered franchise and license arrangements for Fix Auto shops on and off from April 1998 to June 2020. As of December 31, 2022, there were 180 franchised Fix Auto repair shops operating in the United States, 9 of which are operated by FUSA's affiliate pursuant to a franchise agreement with FUSA.

Driven Holdings is also the indirect parent company to the following franchisors that offer franchises in Canada: (1) **Meineke Canada SPV LP** and its predecessors have offered Meineke center franchises in Canada since August 2004; (2) **Maaco Canada SPV LP** and its predecessors have offered Maaco center franchises in Canada since 1983; (3) **1-800-Radiator Canada, Co.** has offered 1-800-Radiator warehouse franchises in Canada since April 2007; (4) **Carstar Canada SPV LP** and its predecessors have offered CARSTAR franchises in Canada since September 2000; (5) **Take 5 Canada SPV LP** and its predecessor have offered Take 5 franchises in Canada since November 2019; (6) **Driven Brands Canada Funding Corporation** and its predecessors have offered UniglassPlus and Uniglass Express franchises in Canada since 1985 and 2015, respectively, Vitro Plus and Vitro Express franchises in Canada since 2002, and Docteur du Pare Brise franchises in Canada since 1998; (7) **Go Glass Franchisor SPV LP** and its predecessors have offered Go! Glass & Accessories franchises since 2006 and Go! Glass franchises since 2017 in Canada; and (8) **Star Auto Glass Franchisor SPV LP** and its predecessors have offered Star Auto Glass franchises in Canada since approximately 2012. These franchisors have not offered franchises in any other line of business.

As of December 31, 2022, there were: (i) 25 franchised Meineke centers and no company-owned Meineke centers in Canada; (ii) 21 franchised Maaco centers and no company-owned Maaco centers in Canada; (iii) 8 1-800-Radiator franchises and no company-owned 1-800-Radiator locations in Canada; (iv) 319 franchised CARSTAR facilities and no company-owned CARSTAR facilities in Canada; (v) 30 franchised Take 5 outlets and 7 company-owned Take 5 outlets in Canada; (vi) 38 franchised UniglassPlus businesses, 31 franchised UniglassPlus/Ziebart businesses, and no franchised Uniglass Express businesses in Canada, and 4 company-owned UniglassPlus businesses and 1 company-owned UniglassPlus/Ziebart business in Canada; (vii) 7 franchised VitroPlus businesses, 62 franchised VitroPlus/Ziebart businesses, and 4 franchised Vitro Express businesses in Canada, and 4 company-owned VitroPlus businesses and no company-owned VitroPlus/Ziebart businesses in Canada; (viii) 33 franchised Docteur du Pare Brise businesses and no company-owned Docteur du Pare Brise businesses in Canada; (ix) 10 franchised Go! Glass & Accessories businesses and 1 franchised Go! Glass business in Canada, and 8 company-owned Go! Glass & Accessories businesses

and no company-owned Go! Glass businesses in Canada; and (x) 8 franchised Star Auto Glass businesses and no company-owned Star Auto Glass businesses in Canada.

ServiceMaster Systems LLC is the direct parent company to 3 franchisors operating in the United States: Merry Maids SPE LLC ("**Merry Maids**"), ServiceMaster Clean/Restore SPE LLC ("**ServiceMaster**") and Two Men and a Truck SPE LLC ("**Two Men and a Truck**"). Merry Maids, and ServiceMaster became Affiliated Programs through an acquisition in December 2020. Two Men and a Truck became an Affiliated Program through an acquisition on August 3, 2021.The 3 franchisors have a principal place of business at One Glenlake Parkway, Suite 1400, Atlanta, Georgia 30328 and have never offered franchises in any other line of business.

Merry Maids franchises residential house cleaning businesses under the Merry Maids® mark. Merry Maids' predecessor began business and started offering franchises in 1980. As of December 31, 2022, Merry Maids had 967 franchises in the United States.

ServiceMaster franchises (i) businesses that provide disaster restoration and heavy-duty cleaning services to residential and commercial customers under the ServiceMaster Restore® mark and (ii) businesses that provide contracted janitorial services and other cleaning and maintenance services under the ServiceMaster Clean® mark. ServiceMaster's predecessor began offering franchises in 1952. As of December 31, 2022, ServiceMaster had operating in the United States 671 ServiceMaster Clean franchises and 2,157 ServiceMaster Restore franchises operating in the United States.

Two Men and a Truck franchises (i) businesses that provide moving services and related products and services, including packing, unpacking and the sale of boxes and packing materials under the Two Men and a Truck® mark and (ii) businesses that provide junk removal services under the Two Men and a Junk Truck™ mark. Two Men and a Truck's predecessor began offering moving franchises in February 1989. Two Men and a Truck began offering Two Men and a Junk Truck franchises in 2023. As of December 31, 2022, there were 293 Two Men and a Truck franchises and three company-owned locations operating in the United States. As of December 31, 2022, there were not any Two Men and a Junk Truck franchises or company-owned locations in operation.

Affiliates of ServiceMaster Systems LLC also offer franchises for operation outside the United States. Specifically, **ServiceMaster of Canada Limited** offers franchises in Canada, **ServiceMaster Limited** offers franchises in Great Britain and **Two Men and a Truck** offers franchises in Canada, Ireland and the United States.

NBC Franchisor LLC ("**NBC**") franchises gourmet bakeries which offer and sell specialty bundt cakes, other food items and retail merchandise under the Nothing Bundt Cakes® mark. NBC's predecessor began offering franchises in May 2006. NBC became an Affiliated Program through an acquisition in May 2021. NBC has a principal place of business at 4560 Belt Line Road, Suite 350, Addison, Texas 75001. As of December 31, 2022, there were 409 Nothing Bundt Cake franchises and 16 company-owned locations operating in the United States. NBC has never offered franchises in any other line of business.

i9 Sports, LLC (**"i9"**) franchises businesses that operate, market, sell and provide amateur sports leagues, camps, tournaments, clinics, training, development, social activities, special events, products and related services under the i9 Sports® mark. i9 began offering franchises in November 2003. i9 became an Affiliated Program through an acquisition in September 2021. i9 has a principal place of business at 9410 Camden Field Parkway, Riverview, Florida 33578. As of December 31, 2022, there were 218 i9 Sports franchises and 1 company-owned location. i9 has never offered franchises in any other line of business.

SafeSplash Brands, LLC (also known as "**Streamline Brands**") offers franchises under the SafeSplash Swim School® brand and operates under the SwimLabs® and Swimtastic® brands, all of which provide "learn to swim" programs for children and adults, birthday parties, summer camps, other swimming-related activities. Streamline Brands has offered swim school franchises under the SafeSplash Swim School brand since August 2014. Streamline Brands offered franchises under the Swimtastic brand since August 2015 through March 2023 and under the SwimLabs brand from February 2017 through March 2023. Streamline Brands became an Affiliated Program through an acquisition in June 2022 and has a principal place of business at 12240 Lioness Way, Parker, Colorado 80134. As of December 31, 2022, there were 110 franchised and company-owned SafeSplash Swim School outlets (included 12 outlets that are dual-branded with SwimLabs), 11 franchised and licensed SwimLabs swim schools, 11 franchised Swimtastic swim schools and one dual-branded Swimtastic and SwimLabs swim school operating in the United States. Streamline Brands has never offered franchises in any other line of business.

None of the Affiliated Programs are obligated to provide products or services to you; however, you may purchase products or services from these franchisors if you choose to do so.

Prior Business Experience of Mathnasium, its Parent, Affiliates and Predecessors

Mathnasium does not do business under any other name and we do not engage in business activities other than franchising Mathnasium Centers. Mathnasium does not directly operate a business of the type being franchised but, as of December 31, 2022, our parent Mathnasium, LLC, operated 3 businesses of the type being franchised at the locations disclosed in Item 20 of this disclosure document. Mathnasium, LLC operates some of these businesses through its wholly owned subsidiary, Mathnasium Company Centers, LLC. Mathnasium Company Centers, LLC sold one Mathnasium franchise in 2019 pursuant to a sophisticated franchisee exemption but no longer intends to offer or sell Mathnasium franchises. Mathnasium, LLC has neither awarded nor offered any franchises. We began offering franchises in late 2003. Neither we, Mathnasium, LLC, nor Mathnasium Company Centers, LLC have offered franchises in other lines of business. Except as described above, Mathnasium has no predecessors or other parents or affiliates that are required to be disclosed in this Item.

Competition

Mathnasium's services are generally marketed to parents of children. The supplemental educational market is developed and competitive. Your competitors include educational services offered on the Internet, tutoring institutes, tutoring centers, learning centers, test prep centers, cram schools, individual tutors, self-tutoring programs, other Mathnasium Centers, and other individuals, companies, and organizations.

Laws, Rules and Regulations

Certain states may require specific certification or licenses in connection with your instructional duties as a franchisee. Most states will require a background check of all instructors in order for them to work with children. Furthermore, your Center may be considered a school or daycare under some state or local laws or zoning codes. Classification of your Center as a school or daycare may entail additional requirements such as licenses to operate, separate bathrooms for boys and girls, water fountains, special exit doors equipped with panic bars, fire safety improvements, and accommodations for disabled persons. You should consult with your attorney concerning any special requirements that may apply to you or your Center. You must comply with all applicable laws and regulations in addition to our requirements.

ITEM 2: BUSINESS EXPERIENCE

Each of the individuals disclosed in this Item are located in our headquarters in Los Angeles, California.

Chief Executive Officer: Michael Davis
Mr. Davis joined Mathnasium in July 2022 when he was named Chief Executive Officer. Prior to joining Mathnasium, Mr. Davis was self-employed as a Consultant in Los Angeles, California from May 2021 to July 2022; and was Chief Executive Officer of Valpak Direct Marketing Systems, LLC in St. Petersburg, Florida from May 2017 to May 2021.

Chief Development Officer: Kevin Shen
Mr. Shen joined Mathnasium in November 2022 when he was named Chief Development Officer. Prior to joining Mathnasium, Mr. Shen served in the following roles with Jackson Hewitt in Jersey City, New Jersey: Vice President, Real Estate Development and Franchise Sales from November 2020 to October 2022; Vice President, Real Estate Development from April 2019 to October 2020; Senior Director, Development Strategy from December 2017 to March 2019; and Director, Strategy from July 2014 to November 2017.

Chief Marketing Officer: Michael Stanfield
Mr. Stanfield joined Mathnasium in September 2022 when he was named Chief Marketing Officer. Prior to joining Mathnasium, Mr. Stanfield was Vice President of Marketing at Starkey Hearing Technologies in Eden Prairie, Minnesota from February 2022 to August 2022; President of Stanfield Consulting, LLC in Minneapolis, Minnesota from December 2019 to February 2022; and Vice President of Marketing for Miracle-Ear at Amplifon SpA in Minneapolis, Minnesota from September 2015 to November 2019.

Chief Operating Officer: Tyler Sgro
Mr. Sgro joined Mathnasium in January 2023 when he was named Chief Operating Officer. Prior to joining Mathnasium, Mr. Sgro was Vice President, Transformation at iFit in Logan, Utah from November 2021 through December 2022; Chief Revenue Officer and Chief Digital Officer for Running Specialty Group in Denver, Colorado from October 2020 through November 2021; in between positions from January 2020 to September 2020; Vice President of Pattern Brands in New York, New York from February 2019 through December 2019; and Vice President, Strategic & Business Operations at Valpak in St. Petersburg, Florida from January 2017 through February 2019.

Chief Technology Officer: Jason Condello
Mr. Condello joined Mathnasium in December 2015 when he was named Vice President of Technology. In July 2022, Mr. Condello was named Chief Technology Officer.

Senior Vice President, Franchise Operations: Robert Kaufman
Mr. Kaufman joined Mathnasium in November 2019 when he was named Senior Vice President of Franchise Operations. Prior to joining Mathnasium, Mr. Kaufman was Head of Strategic Partnerships at Connected Travel, LLC in Los Angeles, California from November 2018 to October 2019; Founder and Chief Executive Officer at Dignified Foods International, LLC in Sherman Oaks, California from January 2015 to August 2018; and Managing Director at KANOMI Capital Partners in Los Angeles, California from June 2014 to August 2018.

Vice President, Accounting and Finance, and Treasurer: Terrence Gardiner
Mr. Gardiner joined Mathnasium in April 2012 when he was named Controller. He was named Vice President of Accounting and Finance in January 2021. Mr. Gardiner was appointed as Treasurer in November 2021.

ITEM 3: LITIGATION

Disclosures Regarding Affiliated Programs

The following affiliates who offer franchises resolved actions brought against them with settlements that involved their becoming subject to currently effective injunctive or restrictive orders or decrees. None of these actions have any impact on us or our brand nor allege any unlawful conduct by us.

The People of the State of California v. Arby's Restaurant Group, Inc. (California Superior Court, Los Angeles County, Case No. 19STCV09397, filed March 19, 2019). On March 11, 2019, our affiliate, Arby's Restaurant Group, Inc. ("**ARG**"), entered into a settlement agreement with the states of California, Illinois, Iowa, Maryland, Massachusetts, Minnesota, New Jersey, New York, North Carolina, Oregon and Pennsylvania. The Attorneys General in these states sought information from ARG on its use of franchise agreement provisions prohibiting the franchisor and franchisees from soliciting or employing each other's employees. The states alleged that the use of these provisions violated the states' antitrust, unfair competition, unfair or deceptive acts or practices, consumer protection and other state laws. ARG expressly denies these conclusions but decided to enter into the settlement agreement to avoid litigation with the states. Under the settlement agreement ARG paid no money but agreed (a) to remove the disputed provision from its franchise agreements (which it had already done); (b) not to enforce the disputed provision in existing agreements or to intervene in any action by the Attorneys General if a franchisee seeks to enforce the provision; (c) to seek amendments of the existing franchise agreements in the applicable states to remove the disputed provision from the agreements; and (d) to post a notice and ask franchisees to post a notice to employees about the disputed provision. The applicable states instituted actions in their courts to enforce the settlement agreement through Final Judgments and Orders, Assurances of Discontinuance, Assurances of Voluntary Compliance, and similar methods.

The People of the State of California v. Dunkin' Brands, Inc., (California Superior Court, Los Angeles County, Case No. E25636618, filed on March 19, 2019.) On March 14, 2019, our affiliate, Dunkin Brands, Inc. ("**DBI**"), entered into a settlement agreement with the Attorneys General of 13 states and jurisdictions concerning the inclusion of "no-poaching" provisions in Dunkin' restaurant franchise agreements. The settling states and jurisdictions included California, Illinois, Iowa, Maryland, Massachusetts, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, Vermont, and the District of Columbia. A small number of franchise agreements in the Dunkin' system prohibit Dunkin' franchisees from hiring the employees of other Dunkin' franchisees and/or DBI's employees. A larger number of franchise agreements in the Dunkin' system contain a no-poaching provision that prevents Dunkin' franchisees and DBI from hiring each other's employees. Under the terms of the settlement, DBI agreed not to enforce either version of the no-poaching provision or assist Dunkin's franchisees in enforcing that provision. In addition, DBI agreed to seek the amendment of 128 franchise agreements that contain a no-poaching provision that bars a franchisee from hiring the employees of another Dunkin' franchisee. The effect of the amendment would be to remove the no-poaching provision. DBI expressly denied in the settlement agreement that it had engaged in any conduct that had violated state or federal law and, furthermore, that the settlement agreement should not be construed as an admission of law, fact, liability, misconduct, or wrongdoing on the part of DBI. The Attorney General of the State of California filed the above-reference lawsuit in order to place the settlement agreement in the public record, and the action was closed after the court approved the parties' stipulation of judgment.

New York v. Dunkin' Brands, Inc. (N.Y. Supreme Court for New York County, Case No. 451787/2019, filed September 26, 2019). In this matter, the N.Y. Attorney General ("**NYAG**") filed a lawsuit against our affiliate, DBI, related to credential-stuffing cyberattacks during 2015 and 2018. The NYAG alleged that the cyber attackers used individuals' credentials obtained from elsewhere on the Internet to gain access to certain information for DD Perks customers and others who had registered a Dunkin' gift card.

The NYAG further alleged that DBI failed to adequately notify customers and to adequately investigate and disclose the security breaches, which the NYAG alleged violated the New York laws concerning data privacy as well as unfair trade practices. On September 21, 2020, without admitting or denying the NYAG's allegations, DBI and the NYAG entered into a consent agreement to resolve the State's complaint. Under consent order, DBI agreed to pay $650,000 in penalties and costs, issue certain notices and other types of communications to New York customers, and maintain a comprehensive information security program through September 2026, including precautions and response measures for credential-stuffing attacks.

Except for the matters 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

The initial franchise fee is $49,000 for your first franchise. You must pay the entire fee when you sign the Franchise Agreement. This fee is fully earned by us once paid and is not refundable except as described in this Item 5. If we elect to withdraw our approval of you as a Franchisee during or at the conclusion of the initial training program, we will return the initial franchise fee to you, less the costs we have incurred in marketing, awarding, and processing your franchise and in providing training to you.

The initial franchise fee is used (in addition to other purposes) to pay for the costs of the initial training program, and the first 6 months of your base royalty (1st Mathnasium Center only). For training programs, you must pay all other expenses, including travel and lodging. If you are purchasing an additional franchise, you must begin paying us a base royalty of $500 per month beginning the 1st full month after you sign the Franchise Agreement. We expect that you will pay us $500 to $3,000 in base royalty fees before you open the Center (if the Center is your 2nd or subsequent Mathnasium Center), depending on how soon you open the Center after you sign the Franchise Agreement.

You must pay us a technology fee of $141 per month beginning the 1st full month after you sign the Franchise Agreement. We expect that you will pay us $141 to $846 in technology fees before you open the Center, depending on how soon you open the Center after you sign the Franchise Agreement.

Before the initial franchise fee and Franchise Agreement are submitted, franchisees are required to submit to a background check which includes a criminal/civil record search and a credit check. We will not countersign a Franchise Agreement until we have received results of the search and check. If Mathnasium determines that you are unsuitable to run a Mathnasium Center as a result of background check and credit check results, we reserve the right to not accept you as a franchisee, to terminate any agreements between us and you and return to you any initial franchise fee paid.

If you are purchasing an additional franchise or if you are employed as a Center Director at a Mathnasium Center and meet certain eligibility requirements described in the Manuals, you will pay a discounted initial franchise fee of $26,500. We may also finance $15,000 of the initial franchise fee if you are purchasing an additional franchise or are employed as a Center Director and meet our eligibility requirements when you purchase your first franchise. If we do, you will pay $11,500 when you sign the Franchise Agreement and the balance of $15,000 you will pay through a promissory note to us with simple interest at the rate of 10% per year (or the maximum rate permitted by law) with a term of 20 months.

If you enter into a Development Agreement, you must pay us a development fee equal to 100% of the initial franchise fee for the first Mathnasium Center, plus the amounts set forth below. The development fee is due when you sign the Development Agreement. The amount of the development fee will depend on the number of Mathnasium Centers that you agree to develop under the Development Schedule, as follows:

Number of Centers	First Mathnasium Center	Additional Mathnasium Centers
2	$49,000	$26,500 for second Mathnasium Center
3	$49,000	$15,000 per each additional Mathnasium Center
4	$49,000	$15,000 per each additional Mathnasium Center
5	$49,000	$15,000 per each additional Mathnasium Center
6 and above	$49,000	$10,000 per each additional Mathnasium Center

Currently, the development fee will range between $75,500 to $99,000 if you commit to develop between 2 to 6 Mathnasium Centers. If you qualify for the veteran or educator discounts described below, the development fee will range between $63,250 to $86,750.

The development fee will be credited towards the initial franchise fee for each Mathnasium Center developed under the development agreement (which will be based on the then-current initial franchise fee, which may be more than the current fee of $26,500 for additional Mathnasium Centers).

Mathnasium is a participant in the International Franchise Association VetFran Program. If you are a qualifying veteran honorably discharged from the U.S. Armed Forces (Navy, Marines, Army, Air Force, Coast Guard and National Guard) or if you are an active-duty member of the U.S. Armed Forces on the effective date of the Franchise Agreement, the initial franchise fee for your first Mathnasium Center will be reduced by 25%.

The initial franchise fee will be reduced by 25% if you are currently employed as a credentialed teacher, or have been employed as a credentialed teacher within the last 5 years (and spent at least 3 years in that role); if you are currently employed as or have been employed as an administrator of an educational institution within the last 5 years (and spent at least 3 years in that role); or if you graduated with a bachelor's, master's or doctorate degree in education within the last 10 years and have held an education role within the last 5 years (and spent at least 3 years in that role).

If you choose to pay the initial franchise fee by credit card, you must also pay us all credit card processing fees we incur. Currently the charge is between 2.5% and 3.5% of the transaction amount.

During our fiscal year that ended before the Issuance Date of this disclosure document, the range of initial franchise fees paid to us was $0 to $49,000. The factors that determined the amounts paid included whether the franchisee qualified for discounts and whether it was for its first or an additional franchise.

We reserve the right to change the initial franchise fee or discounts given at any time before you purchase a franchise.

ITEM 6: OTHER FEES

Name of Fee	Amount	Due Date	Remarks
Monthly Royalty	Initially, 10% of your monthly Gross Receipts from all sources as a result of operating your Center. Beginning in the 24th month of operation of the Center, the greater of (i) the 10% monthly royalty or (ii) $1,500.	Currently, payable monthly on the 20th day of the following month	See Notes 1, 2, and 4.
Base Royalty	$500 per month	Currently, payable monthly on the 20th day of the following month	Payment of the base royalty begins 6 months after you sign the Franchise Agreement for your 1st Mathnasium Center and 1 month after you sign the Franchise Agreement for your 2nd and each subsequent Mathnasium Center. If you operate more than 1 Mathnasium Center, the Base Royalty will be evenly divided among your Centers, such that you will pay a maximum of $500 in base royalty fees regardless of how many Mathnasium Centers you operate. See Notes 1 and 2.
Monthly Marketing Fee	$250 plus 2% of your monthly Gross Receipts (see Note 4) from all sources as a result of operating your Center.	Currently, payable monthly on the 20th day of the following month	See Notes 2, 3, and 4.
Digital and Local Marketing Fee	A minimum of $1,000 per month.	Currently, payable monthly on the 20th day of the following month	Payment will be in the same manner as the monthly royalty and base royalty. Your digital and local marketing fee payments will be credited against the amount you are required to spend on local marketing. You may pay more than $1,000 per month, at your option. This fee will support the Centralized Digital and Local Marketing Program (defined in Item 11). You must begin paying this fee on the 20th day of the month in which the Center opens. If the Center opens after the 20th day of the month, you must begin paying this fee on the 20th day of the following month.
Technology License Fee	Currently $141 per month per Mathnasium Center, subject to increase.	Currently, payable monthly on the 20th day of the following month	For each Mathnasium Center, currently payable on the 20th day of the next month after the month in which you execute the Franchise Agreement. See Notes 1, 2, and 5.

Name of Fee	Amount	Due Date	Remarks
Additional Technology Fee	Currently $45 per month per Mathnasium Center, subject to increase.	Currently, payable monthly on the 20th day of the following month	You will offer instruction online and you will pay an additional technology fee for use of the online platform. Payment will be in the same manner as the monthly royalty and base royalty. You must begin paying this fee on the 20th day of the month in which the Center opens. If the Center opens after the 20th day of the month, you must begin paying an additional technology fee on the 20th day of the following month. See Note 5.
Annual Convention Fee	Currently $400 per attendee.	Payable annually, generally in May	See Note 6.
Administrative fee for late payment	$100 every two weeks until payment is made.	Beginning on the 1st day after payment is due and every 2 weeks thereafter	Payable if you are 1 day late on payments due to us. See Notes 1 and 2.
Administrative fee for late submission of reports	$100 every two weeks until reports submitted.	Beginning on the 1st day after the report is due and every 2 weeks thereafter	Payable if you are 1 day late in submitting reports. See Note 2.
Non-Compliance Fine	$300 per month for each non-complying incident.	30 days following receipt of written notice	Applies if you fail to make changes requested in a written notice.
Returned payment service charge	$60 per returned payment by bank for insufficient funds.	When requested by Mathnasium	Charge covers Mathnasium's processing costs.
Shipping costs	Actual cost of shipping only.	When incurred	
Payments for "Chargeable Items" purchased from Mathnasium	Prices determined by Mathnasium.	As stated on invoice	We may offer supplemental teaching materials or promotional items for your use or sale which you may, at your option, purchase. These are called "Chargeable Items".
Transfer Fee	$7,000	On approval of transfer	Payable if you transfer your franchise.
Training Fee	$3,000	Before training begins	This fee is only paid by a transferee who is purchasing an existing and operating Mathnasium Center. This fee is non-refundable and covers the initial training program for up to 2 people. See Note 7.

Name of Fee	Amount	Due Date	Remarks
Renewal Fee	$7,000	Upon renewal	The renewal fee may, at your option, be paid in 14 monthly installments of $500 each. If you choose to pay by installments, the renewal fee will be paid to us by electronic withdrawal in accordance with the procedures specified in the Manual, beginning in the first month of the renewal term.
Initial training program tuition for additional trainees	$750 per person	Before training begins	Payable if more than 2 individuals will attend the initial training program.
Additional Marketing Assessment	Pro rata amount to cover special advertising program.	When incurred	Determined by a majority vote of all franchised Mathnasium Centers (one vote per Mathnasium Center).
Local or regional cooperative advertising	As determined by cooperative. All money spent on cooperative advertising will be a credit against the local advertising requirement.	Determined by cooperative	We may designate cooperatives of 2 or more Mathnasium Centers. Company-owned or affiliate-owned Mathnasium Centers will participate in cooperatives and will have one vote per Mathnasium Center.
Reimbursement of taxes	Actual amount of taxes assessed against us due to your operation of your Center.	Upon demand	Payable if your state imposes such a tax on us.

Except where otherwise specified, we impose all the fees in this table uniformly, you pay them to us, and we do not refund them.

NOTES:

[1] Within 60 days after the start of each calendar year, effective on written notice, we can increase fees that are a fixed dollar amount, including the monthly base royalty and minimum royalty payment, by the greater of 3.0% per year or the percentage increase of the Consumer Price Index for All Urban Consumers, Service Group Only (1982-1984 = 100), published by the Bureau of Labor and Statistics of the United States Department of Labor (or the highest similar future index, as determined by us) if these figures become unavailable. If increases are not made in any given year, we do not forfeit our right to allow the increases to accumulate for a period of up to 3 consecutive years and apply them later. Any adjustments will only be applicable if applied on a system wide basis. No adjustment based on the CPI will be made to the percentage of Gross Receipts charged as Monthly Royalty (10%) or Marketing Fees (2%). We have charged varying royalties in the past, including lower and higher percentages.

Mathnasium presently provides a royalty rebate for its top performers of 2% on royalties paid on monthly Gross Receipts. For a franchisee to qualify for this rebate, all Mathnasium Centers owned by that franchisee must be operating under current Franchise Agreements. For a franchisee to qualify for the rebate for a given month, the franchisee's total combined monthly revenues must rank in the top 50 of all such combined revenues for all U.S. based Mathnasium franchisees (in addition to being in full compliance with our operating systems). The rebate cannot cause a Mathnasium Center to pay less than the monthly minimum royalty and only Mathnasium Centers within the franchisee's portfolio that exceed a certain revenue threshold will qualify for the rebate in a given month; provided that Mathnasium Centers within the franchisee's portfolio that were recently opened or acquired will be given a 2-year grace period from the date of opening or acquisition to exceed the revenue threshold. During the grace period, such Mathnasium Centers will be eligible for the rebate even though they do not

exceed the revenue threshold. The current revenue threshold for a Mathnasium Center is $180,000 based on the last 12 reporting months.

Mathnasium also presently provides a royalty fee rebate during the first 6 months after an existing franchisee acquires an existing Mathnasium Center from the previous owner of 100% of the monthly royalty fee, with a cap of $1,500 per month ($9,000 maximum). Royalty rebate policies are reviewed annually, and we may change any or all terms and conditions and/or terminate them at any time.

[2] Monthly royalties, marketing fees, digital and local marketing fees, and technology fees must be paid to us by electronic funds transfer in accordance with the procedures specified in the Manuals directly from a depository account set up by you for this purpose. When you execute the Franchise Agreement, you must fill out a form authorizing electronic withdrawal from a business depository account (or a personal account, if you haven't set up the business account yet) under an electronic funds transfer (EFT) arrangement with your bank. You must bear all costs of the electronic funds transfer. Once established, your business account must be substituted for any personal account information provided originally. You will not be provided access to the Mathnasium centralized computer system (currently called "Radius") until you have provided Mathnasium with a completed EFT form (Attachment 6 to the Franchise Agreement). If you fail to pay any royalties, fees, or other charges on or before the due date, or if we do not withdraw the fees from your account because you have failed to give us information on your Gross Receipts for the previous month, then you will owe Mathnasium a $100 administrative fee for the late payment, and $100 every two weeks thereafter until payment is made in full. If you are more than 1-month delinquent in reporting your Gross Receipts for any month, we have the right to withdraw 110% of the base royalty and monthly royalty fees you paid in the previously reported month, plus other fees due, including administrative fees for late payments and reporting.

If you have past due amounts, at our option you must sign a promissory note for the balance you owe us; however, we are not obligated to offer you a promissory note arrangement. After signing a promissory note, you must pay each month's royalty and marketing fee payments and the promissory note payment on time. If you default on your promissory note payments, then the entire outstanding amount will become immediately due and payable. If you fail to pay each month's royalty and marketing fee payments on time and you do not cure such default within 10 days after written notice from us, then we can terminate the Franchise Agreement immediately upon notice to you, with no further opportunity to cure.

We also have the right to charge you a $100 administrative fee if you fail to submit the reports described in the Manuals on time, and an additional $100 fee every two weeks thereafter until the reports are submitted. Reports for the month just completed are currently due on the 7th day of the following month (e.g. reports covering March are due on April 7). We also have the right to charge you a non-compliance fine of $300 per month for (i) non-compliance with any discrete element or requirement of Mathnasium's system if you fail to make the change within 30 days of receiving written notice from us of such non-compliance (see Section 6.1 of the Franchise Agreement), and (ii) each specific change you fail to make as requested in a quality assurance report we give you periodically (see Section 6.17(b) of the Franchise Agreement).

We reserve the right to change the due dates for submitting reports to us and for the payment of fees.

[3] The marketing fee for franchise operators who became Mathnasium franchisees on or prior to March 4, 2013 is 2% of monthly Gross Receipts.

[4] "Gross Receipts" means the total of all receipts (all money or things of value received) derived from all sources in connection with the operation of the Center including, without limitation to, student tuition,

registration and testing fees, sales of learning materials, hourly per student private tutoring, and any other products or services provided in connection with the operation of the Center or which are promoted or sold under, or using the Marks (defined in Item 13) and without deducting your costs or expenses, salaries, overrides, or bonuses payable to your employees or independent tutors. "Gross Receipts" excludes only sales tax receipts that you must by law collect from customers and that you pay to the government, customer refunds actually paid, and coupons or promotional discounts approved by us.

[5] You must use our centralized computer system for business management at your Center. Mathnasium has invested in and currently uses a proprietary technology system built on a platform we developed. This platform is subject to ongoing development by us and by outside vendors. Mathnasium also pays storage costs for the data produced by franchisees' operations of their software. As of the date of this disclosure document, the technology fee charged by Mathnasium to franchisees to cover these costs is $141 per Mathnasium Center per month. The technology fee currently covers the cost of your use of our proprietary technology system (currently called "Radius") and storage requirements for your first Mathnasium Center but may be used by Mathnasium to cover any technology-related costs. Additional Mathnasium Centers require payment of 1 additional monthly technology fee each. We reserve the right to change the centralized computer system at any time and to use the technology fees paid by you to cover any technology-related costs. In addition, you will offer instruction online and you must pay an additional technology fee for use of the online platform. This fee is currently $45 per month per Mathnasium Center.

[6] This fee is charged to partially defray our costs of holding an Annual Convention. The fee is charged per franchisee and covers attendance for one person only. Additional attendees will be charged an additional fee of $400 per person. Attendance is required. Even if you are unable to attend a particular annual convention, the annual convention fee charged to you that year is not refundable.

[7] Transferees who purchase an existing and operating Mathnasium Center are required to pay Mathnasium a non-refundable training fee of $3,000 prior to attending training. This fee covers the costs of the initial training program for up to two people but does not cover the costs of your hotel rooms or any other incidental costs you may incur in connection with attending the initial training program.

ITEM 7: ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAID
Initial Franchise Fee	$49,000 for your first franchise; $26,500 if you are buying an additional franchise (see Note 1)	Lump sum or a down payment and then monthly payments for an additional franchise	At signing of Franchise Agreement	Mathnasium
Expenses While Training	$2,500 to $3,000 (see Note 2)	As arranged	At time of training	Hotels, Airfare, Travel, Restaurants, etc.

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAID
Base Royalty Fee	$0 to $3,000 (see Note 2)	As arranged	Begins on the 20th day of the 6th full month after the Franchise Agreement is signed for the 1st Mathnasium Center; begins on the 20th day of the 1st full month after the Franchise Agreement is signed for each subsequent Mathnasium Center	Mathnasium
Technology Fee	$141 to $846 (see Note 2)	As arranged	Begins on the 20th day of the 1st full month after the Franchise Agreement is signed	Mathnasium
Rent (1st and last month's rent)	$6,000 to $14,000 (See Note 3)	As required by landlord	As required by landlord or by applicable law	Landlord
Paint, Carpet and Tenant Improvements	$5,500 to $13,500 (See Note 4)	As arranged	Before opening	Vendors
Furniture, Signs, Equipment and Supplies	$10,000 to $17,000 (See Note 5)	As arranged	Before opening	Vendors
Insurance	$1,200 to $1,500 annually (See Note 6)	As arranged	Before opening	Insurance Agent
Business License, Name Registration	$250 to $1,000	As arranged	Before opening	Local Municipality and State
Professional Services (Legal and/or Accounting)	$1,300 to $2,000 (See Note 7)	As arranged	As arranged	Vendors
Phone and Utilities	$500 to $1,000 (See Note 8)	As arranged	Before opening	Phone and utilities companies
Video surveillance and related equipment	$500 to $2,500	As arranged	Before opening	Vendors
Pre-Open Advertising	$4,000 (see Note 9)	As arranged	Before opening	Vendors
Additional Funds (4 Months)	$32,000 to $40,000 (See Note 10)	As arranged	As arranged	Vendors, landlord, employees, utilities, etc.

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAID
TOTAL (1st Mathnasium Center)	$112,891 to $149,346 (See Note 11 and Note 12)			
TOTAL (Additional Mathnasium Center)	$90,891 to $129,846 (See Note 11 and Note 12)			

Except as stated otherwise in the table above, we impose all the fees in this table, you pay them to us, and they are not refundable.

NOTES

[1] The standard initial franchise fee is $49,000 for the first Mathnasium Center and $26,500 for each additional Mathnasium Center. You may be eligible for a reduced initial franchise fee under certain circumstances. See Item 5 for additional details.

[2] This estimate covers the travel costs of 1 person attending the initial training program. The initial franchise fee covers the cost of up to 2 people to attend the initial training program. You are responsible for all travel, lodging, and incidental expenses associated with attending the initial training program. The initial training program is conducted in different stages and will require at least one trip to Los Angeles, California. You may incur additional training fees if you send more than 2 people to training.

Depending on when you open your Center, you may be required to begin paying us base royalty fees ($500 per month) and/or technology fees ($141 per month as of the date of this disclosure document) before you open.

The initial franchisee fee covers the cost of the first 6 months of your base royalty (first Mathnasium Center only). If this is your 1st Center, you will not pay any base royalty fees before opening if you open your Center within 6 months as required under the Franchise Agreement. If this is your 2nd or subsequent Mathnasium Center, you will pay us between $500 to $3,000 in base royalty fees (which covers between 1 to 6 months of base royalty payments) before opening, depending on when you open your Center.

You will pay us between $141 to $846 in technology fees (which covers between 1 to 6 months of technology fees) before opening, depending on when you open your Center.

We reserve the right to change the due date for the payment of fees.

[3] The estimate is for the first and last month's rent. Rent will vary according to location and whether the landlord requires a security deposit. Depending on the landlord and property, you may be required to pay additional common area charges and/or tax and insurance allocations. In highly desired business and commercial districts or when franchisees elect to lease spaces larger than our standard recommended space, rent might be higher. The size of the space should be 1,200 to 1,600 square feet. We strongly recommend waiting to finalize a location until you have attended our initial training for business operations. You may not use your home or other residential property as your Center. We may require you and your landlord to sign an addendum to the lease for your Center, or another acceptable form of agreement, requiring the landlord to give Mathnasium written notice if you are in default of your Center's lease and allowing us the option to assume the lease if you are in default. Your final location must be approved by us in writing, prior to signing a lease. We must review and consent to the physical layout of each Mathnasium Center. If you don't complete the buildout of the Center in a

reasonable time, Mathnasium may (but is not obligated to) complete the buildout, all expenses of which will be paid or reimbursed by you. This estimate does not include any amount for tenant improvements.

[4] The estimate is for painting and carpeting your Center space and minimal tenant improvements. The extent of the tenant improvements will depend on the condition of the space you rent. The cost of tenant improvements may also be covered by the landlord or amortized in your rent, depending on lease negotiations with your landlord. Tenant improvements can be required and/or expensive if applicable laws require certain facilities described in Item 1 under Laws, Rules and Regulations.

[5] The estimate includes initial lease payments for computers, peripherals and other office equipment of $500 to $1,000. The total purchase price of computers is estimated to be under $2,500. The estimate also includes the costs of exterior signs, interior wall art, desks, chairs, and other furniture, as well as other costs.

[6] The figure given is the current annual rate if you obtain all insurance required in the Manuals, based on an assumed enrollment at your Center of 100 students. You must obtain insurance from the vendor we designate, as set forth in the Manuals. You must also obtain property and casualty insurance, which varies by size and location of the Mathnasium Center. We estimate that the annual cost of all required insurance coverage would range from $1,200 to $1,500. You must also obtain workers' compensation insurance and may also have an obligation under state law to obtain other forms of insurance. This estimate does not include an amount for workers' compensation insurance since those rates can vary widely depending on your state and number of employees.

[7] The estimate includes legal and accounting services that may be required to start your business, including a legal review of your Franchise Agreement. Additional professional services that may be incurred during the first 4 months of operations are included in the "Additional Funds" category.

[8] The estimate includes purchase of phones and router/modem, installation of Internet service, and utilities setup deposits. You must have a separate business phone line and answering machine or voicemail used exclusively for your Center, and a broadband Internet connection.

[9] You are required to spend at least $4,000 on local advertising in the 2 months before the opening of your Center and at least $6,000 on local advertising in every 3 consecutive months thereafter during the term of the Franchise Agreement.

[10] This is an estimate of the additional funds you will need during the initial period of operation, which we define as 4 months from the opening of the Center. It includes rent for months 2 through 4, and 4 months of other expenses including advertising, utilities, office supplies, and outside services, including legal and accounting. It includes payroll for 1 employee but does not include any compensation that you elect to pay to yourself, or any royalties that you would pay us. You must pay the base royalty beginning the 1st full month after you sign the Franchise Agreement. However, for your 1st Mathnasium Center only, the initial franchise fee covers the cost of the first 6 months of the base royalty. These estimates have been made based on the experience of our franchisees, but we cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on many factors, such as: how closely you follow our methods and procedures; your management skill, experience and business acumen; local economic and environmental conditions; the local market for our services; the prevailing wage rate; competition; and the enrollment level reached during the initial 4-month period.

[11] These are estimates only. The chart provides an estimate of the initial investment required to open your first Mathnasium Center, or your second or additional Mathnasium Center. None of the expenditures described in the chart are refundable. The one exception is if Mathnasium elects to terminate the Franchise Agreement during or at the conclusion of the initial training program, in which

case we will return the initial franchise fee to you, less the costs we have incurred in marketing, awarding, and processing your franchise and in providing training to you. It is extremely difficult to predict future changes in these costs because they are under the control of third parties. We do not expect these costs to rise faster than general inflation, but we cannot guarantee this. You should review these figures carefully with a business advisor before making any decision to invest in the franchise.

[12] We do not finance any part of your initial investment for your first Mathnasium Center but we may offer financing for a portion of your initial franchise fee if you are purchasing an additional franchise or are employed as a Center Director at a Mathnasium Center and meet our eligibility requirements stated in the Manuals.

YOUR ESTIMATED INITIAL INVESTMENT

(MULTIPLE CENTERS DEVLOPED UNDER DEVELOMENT AGREEMENT)

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAID
Development Fee	$75,500 to $99,000 (See Note 1)	Lump sum	At signing of Development Agreement	Mathnasium
Estimated initial investment for First Center	$63,891 to $100,346 (See Note 2)	As arranged	As incurred	Mathnasium and third parties
TOTAL ESTIMATED INITIAL INVESTMENT	$139,391 to $199,346 (See Note 3)			

NOTES

[1] Upon signing the Development Agreement, you must pay us the development fee. The development fee varies based on the number of Mathnasium Centers you commit to develop. The example above assumes that you commit to develop a minimum of 2 Mathnasium Centers and a maximum of 6 Mathnasium Centers, though development is not limited to 6 Centers. The development fee will be credited towards the initial franchise fee for each Mathnasium Center developed under the Development Agreement. The development fee is not refundable. See Item 5.

[2] For each Mathnasium Center that you develop under a Development Agreement, you will execute a franchise agreement and incur the initial investment expenses for the development of a single additional Mathnasium Center as described in the first table of this Item 7. This estimate is based on the expenses described in the first table of this Item 7 for the first Mathnasium Center. The estimate does not include the initial franchise fee because the development fee is credited towards the initial franchise fees for each Mathnasium Center.

[3] We do not provide financing to franchisees either directly or indirectly in connection with their initial investment requirements.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

We must pre-approve any instructional materials that you wish to use at your Center unless these materials are already specified in the Manuals. If you purchase our proprietary Math Dictionaries, chess sets, or Mathnasium Playing Cards you must do so from us or a supplier we designate. You must

purchase required insurance for your Center and conduct background checks of employees you hire at your Center from the suppliers we designate, as specified in the Manuals. The required insurance coverage includes business liability insurance, corporal punishment insurance, sexual/physical abuse and molestation insurance, all with required minimum coverage per occurrence of $1,000,000, as well as property insurance and workers' compensation insurance. These requirements may change upon notice to you. You must purchase items bearing the Marks only from us or other sources we designate or approve unless we waive this requirement in writing. Approved suppliers are listed in the Manuals. They are our only approved suppliers. Currently, we are not an approved supplier of any products or services but we and/or our affiliates may become approved or designated suppliers for certain products and services in the future. Currently, there is no supplier(s) in which any of our officers owns an interest.

Certain other items you must purchase for operating your Center, including furniture, surveillance equipment, stationery, wall décor, student supplies and insurance, must be purchased from approved suppliers or following our standards and specifications.

We approve suppliers after review of the quality of the products they provide to Mathnasium and our franchisees. Mathnasium formulates standards and specifications for products from approved suppliers based on our officers' experiences in the child instruction business. These standards and specifications are provided to potential suppliers when we begin the supplier review process and to franchisees if requested in writing. If you would like us to consider a new supplier, you must have the supplier provide us with samples of its work. If the supplier meets our specifications for quality control, we will approve it as an additional supplier by written notification of our approval to the supplier and you. A review of a proposed new supplier may require a trial period but typically is completed within 60 days (although the review period may be significantly longer depending on the type of supplier) and no fees are payable to Mathnasium for this review. Mathnasium will not unreasonably withhold consent of a proposed, new supplier. If an approved supplier no longer meets our standards, Mathnasium may revoke its status as an approved supplier by written notification to the supplier and notification to the system by e-mail and modification to the Manuals.

Mathnasium is not presently involved in any purchasing or distribution cooperatives. In our last fiscal year, Mathnasium did not obtain any rebates from approved suppliers based on franchisee purchases, but we reserve the right to do so in the future.

Purchases made directly from Mathnasium, from approved suppliers, or in accordance with our standards and specifications in establishing your Center will range from 30% to 40% of your total initial investment.

Purchases made directly from Mathnasium, from approved suppliers, or in accordance with our standards and specifications in ongoing operation of your Center will range from 20% to 40% of your total monthly expenses.

Mathnasium does negotiate purchase agreements with suppliers for the benefit of Mathnasium franchisees, and when we do, we pass on any negotiated discount directly and entirely to our franchisees. Mathnasium does not provide material benefits to any franchisee based on a franchisee's use of designated or approved sources.

In our last fiscal year ending December 31, 2022, Mathnasium indirectly received revenues as a result of purchases by franchisees from the supplier of the Mathnasium Math Dictionaries and other Mathnasium-branded merchandise in the amount of $18,729 or less than 0.1% of our total revenues of approximately $42 million. Franchisees purchase our dictionaries and merchandise from our suppliers, who then reimburse Mathnasium for the amounts originally charged to Mathnasium to produce the materials. Mathnasium currently has no affiliates that provide products or services to Mathnasium franchisees or receive rebates as a result of required purchases by franchisees.

ITEM 9: FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements for your Mathnasium Center. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

OBLIGATION		SECTION OF FRANCHISE AGREEMENT ("FA") AND DEVELOPMENT AGREEMENT ("DA")	DISCLOSURE DOCUMENT ITEM
a.	Site selection and acquisition/lease	FA: 1.2, 3.1	7, 8, and 11
b.	Pre-opening purchases/leases	FA: 6.12, 8.3	6, 8, and 11
c.	Site development and other pre-opening requirements	FA: 3.1, 4.1, 6.2, 6.6, 12.2	11
d.	Preliminary and ongoing training	FA: 4.1-4.5	11 and 15
e.	Opening	FA: 3.2, 14.1(f) DA: 3	11
f.	Fees	FA: 5.1-5.5,17.3(c) DA: 2	5 and 6
g.	Compliance with standards and policies/operating manuals	FA: 6.1-6.19, 9	8, 11, 15, and 16
h.	Trademarks and proprietary information	FA: 1.1, 7.1-7.7, 8.1-8.3, 14.1(g), 16, 19.4 DA: 9	13 and 14
i.	Restrictions on products/ services offered	FA: 3.3, 6.8, 7.4, 8.2, 8.3, 15.1, 15.2	16
j	Warranty and customer service requirements	FA: 6.5, 6.14, 6.15	Not Applicable
k.	Territorial development and sales quotas	FA: 2 DA: 3	Not Applicable
l.	Ongoing product/service purchases	FA: 4.3	6 and 8
m.	Maintenance, appearance, remodeling requirements	FA: 6.2, 6.13, 6.17, 13.3(l), 17.3(b)	11
n.	Insurance	FA: 12.2	6, 7, and 8
o.	Advertising	FA: 5.3, 6.2, 6.6	11
p.	Indemnification	FA: 12.1	6
q.	Owner's participation/management staffing	FA: 10.1-10.3	15
r.	Records and reports	FA: 6.10, 6.11, 14.2(a)	6
s.	Inspections and audits	FA: 6.17	6
t.	Transfer	FA: 17, 18 DA: 7	17
u.	Successor Agreement	FA: 13	17
v.	Post termination obligations	FA: 14.4 DA: 8.2 and 8.3	17
w.	Non-competition covenants	FA: 15 DA: 8	17
x.	Dispute resolution	FA: 19, 20, 21, 22.3 DA: 9	17
y.	Privacy Policy	FA: 6.19	Not Applicable

ITEM 10: FINANCING

We do not offer direct or indirect financing for your first Mathnasium Center unless you are employed as a Center Director at a Mathnasium Center and meet certain eligibility requirements as set forth in the Manuals. If you meet the Center Director eligibility requirements for financing or if you qualify to purchase an additional Mathnasium Center, we may finance $15,000 of the $26,500 franchise fee. Under our standard Promissory Note that is attached at Exhibit G of this disclosure document, you will pay us installments by electronic funds transfer over 20 months at 10% simple interest per year (or the maximum rate permitted by law). The only security we require is a personal guaranty of the note by you and your spouse or, if the franchisee is an entity, by all of the owners of the franchisee entity and their spouses. The note can be prepaid in full at any time without penalty. If you default by failing to make a payment under the note, or if your Franchise Agreement is terminated for any reason, we can accelerate your obligations to pay the entire amount due and you will be responsible for our costs of collection, including attorneys' fees. Failure to pay the note is an event of default under the Franchise Agreement just like the failure to pay any owed royalties or fees. You waive your rights to notice of a collection action and to assert any defenses to collect against us. (See Exhibit G, Promissory Note for Additional Centers).

This financing structure is subject to annual review. We do not have any practice or intent to sell, assign or discount to a third party all or part of the financing arrangement.

ITEM 11: FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

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

Pre-Opening Obligations

For all Franchise Agreements, whether executed pursuant to a Development Agreement or otherwise, before you begin operating your Center, Mathnasium will:

(1) Review and accept or reject the site proposed for your Center (Franchise Agreement, Section 3.1). We will not accept or reject any proposed site until you have completed specified sections of the initial training program. Mathnasium assists in site selection by reviewing the location and nature of the proposed facility and its appropriateness for use as a Mathnasium Center. You may not use your home or other residential property as a Mathnasium Center. We are not required to assist you in identifying available locations. Mathnasium does not ordinarily lease sites to franchisees, although we may sublease space to a franchisee from time to time if a company-owned Mathnasium Center converts to a franchised Mathnasium Center. In consenting to the site for your Center, we consider the general location and neighborhood where your Center would be located, demographic information about residents within the vicinity of the Center, visibility, availability of parking, physical characteristics of existing buildings, availability of necessary space for the Center, as well as other factors integral to the Mathnasium business model. If we do not consent to the proposed site for your Center, you will be given additional time to locate an appropriate site. And if you and we cannot agree on any site, your Franchise Agreement may be cancelled, at no liability to us.

(2) Designate a single descriptive community name for your Center. (Franchise Agreement, Section 6.2)

(3) We will provide you with digital access to a copy of our Manuals during the relevant phases of the initial training program (Section 9, Franchise Agreement). You do not own any copies of or rights to the Manuals and, to the extent that you print out or digitally retain material from them, we have the right to require you to destroy or return such material to us when your franchise is terminated. Mathnasium can

change the Manuals, and you must comply with these changes when you are notified of them. Currently we notify you via our franchisee blog known as "Mathnasium Matters." Such changes will not materially alter your rights and obligations under the Franchise Agreement.

(4) Verify that you have the insurance coverage and background check vendor that we require for your Center (Franchise Agreement, Sections 10.2 and 12.2).

Mathnasium currently will only render services to you that are required by your Franchise Agreement (or other agreements with us) or the Manuals.

Under the Development Agreement, you must locate the Mathnasium Centers only at sites that we have accepted in accordance with the terms of the applicable franchise agreement. We will use our then-current standards for accepting sites and designating territories.

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

(1) Determine the Development Area within which you will establish and operate Mathnasium Centers (Development Agreement – Section 1).

(2) Determine the number of Mathnasium Centers that you must open in the Development Area under the Development Schedule attached to the Development Agreement (Development Agreement – Sections 1 and 3)

(3) Determine the Development Schedule and the deadline by which you must submit the initial franchise fee, sign a franchise agreement for, and open and begin operating, each Mathnasium Center to be developed under the Development Agreement (Development Agreement – Section 3)

Time to Open

You must start Center operations within 6 months after you sign the Franchise Agreement. If you have not started Center operations within 6 months after signing the Franchise Agreement, we may terminate the Franchise Agreement. The actual time necessary to open will vary depending on how long it takes you to obtain our consent to your proposed site for the Center, obtain any necessary permits or licenses, perform any needed construction or remodeling, and equip the facility for operation. You must open a separate bank account for your business operations and submit to us an EFT form (Attachment 6 to the Franchise Agreement) for that account before you open your Center.

Training

We will furnish you with an initial training program during such period as we designate following the effective date of your Franchise Agreement. We require that your Center Director (if your Center Director is an owner of the franchise or the franchisee) and one owner who is the largest equity owner of the franchise or the franchisee (if that person is not also the Center Director) start and successfully complete to our satisfaction our initial training program within 180 days after you sign the Franchise Agreement. If you are a transferee who is purchasing an existing and operating Mathnasium Center, then you must successfully complete the initial training program before we give our consent to the transfer. In situations where part or all your Center management will be handled by a person other than an owner of the franchise or the franchisee, we will require that person to attend and successfully complete to our satisfaction the Center Director Training program prior to the opening of your Center.

Below is a description of the current initial training program schedule (hours stated refer to minimum hours provided; less than 1 hour stated as 1 hour):

TRAINING PROGRAM

SUBJECT	HOURS OF ONLINE TRAINING & READING	HOURS OF VIRTUAL CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Location Selection and Market	3	0	1	Online & Los Angeles, CA
Center Setup	4	0	1	Online & Los Angeles, CA
The Mathnasium Teaching Method	20	6	12	Online & Los Angeles, CA
Mathnasium Materials Overview	1	3	3	Online & Los Angeles, CA
Assessing Students	6	3	3	Online & Los Angeles, CA
Lead Generation (Marketing)	6	4	1	Online & Los Angeles, CA
Lead Conversion (Sales)	2	4	2	Online & Los Angeles, CA
Hiring, Training, Team Management	2	4	2	Online & Los Angeles, CA
Customer Service – Driving Retention and Referrals	4	2	6	Online & Los Angeles, CA
Business Management and Accounting	2	2	3	Online & Los Angeles, CA
Company Background, Vision, Mathnasium Operating System	1	1	1	Online & Los Angeles, CA
Resources	1	2	3	Online & Los Angeles, CA
Mathnasium Management System (Radius)	2	2	6	Online & Los Angeles, CA
@Home Training for Owners	1	3	2	Online & Los Angeles, CA
Center Directors	1	3	0	Online & Los Angeles, CA

The initial training program is currently divided into four stages and must be completed within 180 days after you sign the Franchise Agreement.

Stage 1 – Stage 1 of the initial training program consists of approximately 30 hours of online self-paced training videos, written assignments, and a final test. Stage 1 introduces you to finding your site, marketing and a first look at Mathnasium curriculum. You will be given access to Stage 1 training after you sign the Franchise Agreement. You must complete Stage 1 training prior to attending Stage 2 training.

Stage 2 – Stage 2 of the initial training program consists of 4 half-days of live training instruction in a virtual classroom and introduces you to Mathnasium's Eight Success Factors and business practices. Stage 2 training is typically scheduled within 30 to 45 days after you sign the Franchise Agreement.

Stage 3 – Stage 3 of the initial training program consists of approximately 40 hours of online self-paced training videos, written assignments, and a final test. Stage 3 training is focused on practical and

prescriptive work for implementing Mathnasium's business practices for sales, marketing, and education. You must complete Stage 3 training and get your Franchise Support Specialist's approval before scheduling and attending Stage 4 and 4x training.

Stage 4 – Stage 4 of the initial training program consists of 4 half-days of live training in virtual classroom and explores deeper knowledge of Mathnasium's Eight Success Factors and business practices. Stage 4 training is typically scheduled in the same month as Stage 4X training and 4 to 6 weeks prior to the opening of your Center. Stage 4 training provides an overview of the platform that you will use to deliver online instruction.

Stage 4X – Stage 4X of the initial training program consists of 3 full days of practical application of Mathnasium's business and educational practices in Los Angeles, California. This time will be spent in an operating Mathnasium Center to give you hands-on experience prior to the opening of your Center. Stage 4X training is typically scheduled in the same month as Stage 4 training and 4-6 weeks prior to the opening of your Center. Stage 4x provides hands-on practice with the platform that you will use to deliver online instruction.

Supplemental Training

Mathnasium will provide periodic ongoing or supplemental training, as specified in the Manuals. Examples might include additional online courses, live training sessions, tutorials, job aids, or other training materials. You must participate in ongoing and supplemental training as prescribed by us during the term of the Franchise Agreement. There is currently no fee for ongoing or supplemental training, but you must pay the cost of any travel and living expenses that you incur to personally attend ongoing or supplemental training.

Mathnasium's training department determines the actual time the initial training program begins each day and reserves the right to determine when and how the initial training program will occur. We have the right to add supplemental training sessions to our standard initial training program if we determine you need them. We also have the right to terminate your Franchise Agreement if you do not successfully complete the initial training program, as determined by us in our sole discretion.

The training staff and department is led by John Bianchette, our Vice President of Education and Training, who has been with Mathnasium for over 7 years. All members of the training staff have both training and Mathnasium work experience as well as expertise of the subject matter they teach. Additional subject matter experts may deliver training sessions based on their areas of expertise--for example, Education, Marketing, and General Business Systems.

The initial franchise fee covers the cost of the initial training program for one or two people to attend. We require your Center Director (if your Center Director also has an ownership interest in the franchise business or the franchisee) and one owner to attend. You must pay all other expenses, including travel and lodging. More than two attendees may attend the initial training program for a fee of $750 per additional person. If you are a transferee who is purchasing an existing and operating Mathnasium Center, then you are required to pay us a non-refundable training fee of $3,000 prior to attending the initial training program. This fee covers the cost of the initial training program for up to two people, but does not cover the cost of your hotel rooms or any other incidental costs you may incur in connection with attending the initial training program

Center Directors hired or promoted must attend either the Center Director Training program or other training program designated by us, as specified in the Manuals. Instructors you hire for your Center are also required to complete training courses, as specified in the Manuals.

If we hold an annual convention for franchisees, you must attend and pay the annual convention fee.

You are responsible for all of the expenses incurred by your trainees or other attendees in connection with the initial training program and any other training, conferences, conventions or other meetings your trainees attend, including, for example, their salaries, transportation costs, meals, lodging and other living expenses. All of your attendees at training, conferences, conventions, and meetings must execute a confidentiality and non-disclosure agreement in a form approved by us.

Obligations After Opening:

During the operation of the franchised business, Mathnasium will:

(1) Provide electronic access to the system and Manuals necessary for the operation of your Center (Franchise Agreement, Section 7.1). Access to the Mathnasium centralized computer system (currently called "Radius") is only granted after Mathnasium receives a completed electronic funds transfer (EFT) form (Attachment 6 to the Franchise Agreement) when you execute the Franchise Agreement, which authorizes electronic withdrawal of funds from a depository account for royalties and other fees.

(2) Notify you of changes to the Manuals and other modifications to the system (Franchise Agreement, Sections 8.2 and Section 9).

(3) Notify you if the general state of repair, appearance or cleanliness of your Center or its fixtures, equipment or signs do not meet our standards, and specify the action you must take to correct the deficiency (Franchise Agreement, Section 6.17). Mathnasium employees or representatives can, with or without advance notice to you: (i) visit your Center any day of the week and at any time of the day, including at hours outside of the hours your Center is open, and if we give advance notice, you and your Center Director must be present; (ii) physically or electronically inspect any materials, products, data or documents relating to the operation of your Center; (iii) physically or electronically access all accounting records, as they relate to the operation of your Center; (iv) interview parents, children, and your Center employees; (v) contact any parents or students currently or previously enrolled at your Center at any time; and (vi) observe your instructional skill, Center management skill, and system knowledge skill. We also have the right to require you to place and maintain video and audio equipment (as specified in the Manuals or otherwise by us in writing) to facilitate the monitoring of Center activity as well as closer monitoring of teacher interaction with students. You must keep your accounting records according to the Mathnasium chart of accounts. You must keep financial records relating to your Mathnasium business separate from all other business activity not directly related to Mathnasium. You must keep all records relating to each student enrolled at your Center for a period of at least 2 years from the student's last day of attending the Center. If we communicate required changes to you following a Center visit, you will incorporate said changes within a reasonable period (Franchise Agreement, Section 6.17).

(4) Review any additional services, programs, or products that you develop for your Center to determine whether to include them as part of the Mathnasium system (Franchise Agreement, Section 8.3).

We currently have a policy by which we make monthly marketing contributions to existing franchisees who purchase an additional existing franchise business from a selling franchisee. The payment is calculated based on the amount of royalties you pay each month. This policy may be changed or withdrawn at any time.

Advertising

Monthly Marketing Fees

You must pay Mathnasium a monthly "Marketing Fee" that we use for national, regional, or local marketing and promotional purposes (Franchise Agreement, Section 5.3). If you became a Mathnasium franchisee on or prior to March 4, 2013, the Marketing Fee is equal to 2% of your monthly Gross Receipts. Otherwise, the Marketing Fee is equal to $250 per month plus 2% of your monthly Gross Receipts.

We will spend the Marketing Fees collected from our franchisees to pay for expenses related to the development of marketing materials and processes for use by franchisees and us in national, regional, or local advertising, cooperative advertising, market research, public relations, promotional campaigns, internet presence, internet marketing, marketing products and services, and to pay for other marketing, advertising, and/or promotional efforts. These materials, processes, and efforts will be designed to attract more students to visit and patronize Mathnasium Centers and to generally promote and enhance the value of the Marks and the general public's recognition and acceptance of them. These expenses may include payments to third party vendors that provide marketing products or services, or compensation of our in-house employees for the portion of their time devoted to marketing efforts for the purpose of enhancing the Marks and the general public's recognition and acceptance of the Marks. We also have the right to use up to 10% of the annual aggregate Marketing Fees collected to pay for our administrative expenses attributable to the administration of our marketing program, including prorated portions of our accounting, human resources, and real estate expenses.

Marketing Fees will be deposited into our operating account, but administratively segregated in our records and as a result, are not audited. No interest is imputed for your benefit or paid to you. We will provide you (if requested in writing) with an unaudited statement of annual receipts and expenditures of Marketing Fees during the prior calendar year on or before each March 31. If we do not expend all Marketing Fees collected for one year, the amount remaining will be used in the future for such purposes. We are not required to spend any Marketing Fees in or near your Center; but Marketing Fees are spent to benefit all franchises, which may or may not include yours in a given calendar year. None of the Marketing Fees will be used primarily to sell Mathnasium franchises.

We will determine, in our sole discretion, the cost, form of media, content, format, production and timing, including regional or local concentration and seasonal exposure, location and all other matters involving brand marketing, advertising, public relations, and promotional campaigns (Franchise Agreement, Section 5.3).

Mathnasium has no obligation in administering the Marketing Fees to make expenditures for you that are equivalent or proportionate to your contributions to these fees, or to ensure that any franchisee or Mathnasium Center benefits directly or proportionately from the placement of marketing or promotion, or to ensure that marketing or promotion impacts or penetrates your territory. In 2022, the Marketing Fees were expended as follows:

TV and Radio	50%
Production (internal and external)	16%
Internet and digital promotion	11%
Our administrative expenses	10%
Other (marketing systems, research, miscellaneous)	13%
Total	**100%**

Centralized Digital and Local Marketing Program

This program is designed to centralize the purchase of digital and other media to generate better results and drive more business to Mathnasium Centers while reducing overall media management fees across the system and allowing franchisees and their staff more time to focus on other efforts (the "**Centralized Digital and Local Marketing Program**"). As of the issuance date of this disclosure document, it is anticipated that all of the collected funds for the Centralized Digital and Local Marketing Program will be invested in media (including agency fees), and will be allocated towards upper, mid, and lower funnel initiatives, such as Search, Display and Social advertising efforts. Not all funds will be used in the month they are paid, as seasonality and consumer demand will be considered. However, it is anticipated that all funds will be spent over a 12-month period. The design and expenditures of the Centralized and Local Marketing Program may change periodically in our judgment.

Digital and Local Marketing Program Fee

Beginning in the month that your Center opens, you must pay us a monthly digital and local marketing program fee to support the Centralized Digital and Local Marketing Program. The digital and local marketing program fee is currently $1,000 per month but you may choose to contribute more than $1,000 per month to the Centralized Digital and Local Marketing Program. Digital and local marketing program fees are spent to benefit all Centralized Digital and Local Marketing Program participants. We do not guarantee that you will benefit from the Centralized Digital and Local Marketing Program in proportion to your contributions to the Centralized Digital and Local Marketing Program. We have no obligation to spend any amount on advertising in your territory. We will reduce the amount that you must spend on approved local marketing and advertising for your Center by the amount that you contribute to the Centralized Digital and Local Marketing Program during the corresponding 3 consecutive month period.

Advertising Information

The Franchise Agreement obligates you to vigorously promote the enrollment of students at your Center at all times during the term of your Franchise Agreement. This includes your spending on approved local marketing and advertising of your Center a minimum of (i) $4,000 in the two months prior to the opening of your Center, and (ii) $6,000 in every 3 consecutive months thereafter during the term of your Franchise Agreement. You must spend a portion of the local marketing and advertising on certain forms of digital advertising, as we specify in the Manuals.

Advertising Cooperatives (Franchisee Marketing Groups)

We may periodically designate a local, regional or national advertising coverage area in which your Center and at least one other Mathnasium Center is located for purposes of developing a cooperative local, regional or national advertising or promotional program ("**Advertising Cooperative**"). If your Center is or becomes located inside an Advertising Cooperative's coverage area, you will be required to participate in and contribute your share to the Advertising Cooperative's advertising or promotional programs. The advertising coverage area of an Advertising Cooperative will consist of the area covered by the advertising medium (television, radio, or other medium) as recognized in the advertising industry. Your contributions to the Advertising Cooperative will be credited towards your required local marketing and advertising expenditures discussed above. Any Mathnasium Center owned by us or our affiliate located in the coverage area of an Advertising Cooperative will be required to contribute to the Advertising Cooperative in the same manner as other members of the Advertising Cooperative. All contributions to the Advertising Cooperative will be maintained and administered in accordance with the written documents governing the Advertising Cooperative. Elected board members of an Advertising Cooperative are responsible for managing its business affairs. An Advertising Cooperative operates

from bylaws that can be made available for review by franchisees whose Mathnasium Center is located in that particular Advertising Cooperative's coverage area. Each Advertising Cooperative is required to prepare an annual financial statement which is then distributed to the members of the Advertising Cooperative. We reserve the right to form, change, dissolve or merge any Advertising Cooperative. As of the date of this disclosure document, Mathnasium has one Advertising Cooperative.

We have the right to withdraw up to $500 per month from your account to spend on local area, regional, or national marketing that is intended to benefit Mathnasium Centers in your area. We also have the right to withdraw up to $1,000 per month if 70% or more of the franchisees in the area covered by the program vote for such an increase. Any money we withdraw for such programs will be credited against your required monthly minimum advertising spending, and we will give you notice before we start withdrawing any money from your account to pay for a marketing program like this.

We currently have a formal franchisee council that advises us on advertising and other policies related to the Mathnasium business. We formed the advisory council, and it serves only in an advisory capacity. The council does not have any decision-making power. Members are selected by us as well as our franchisees.

Mathnasium must approve your signs that contain our Marks before you may display them to the public. At a minimum, we will require you to use the Marks in their proper form and color, as detailed in the brand guidelines and the Manuals.

On a regional or system-wide basis, we may impose an additional assessment on you and other affected franchisees for special designated advertising or promotional activities if Mathnasium franchisees owning a majority of all franchised Mathnasium Centers that would be affected vote for such an additional assessment. This required participation in multi-area marketing programs is described in Section 5.3(b) of the Franchise Agreement.

You may develop advertising materials for your own use, at your own cost. However, we must approve, in writing, all advertising materials prior to use. All of your advertising must comply with our brand guidelines and the specifications set forth in the Manuals. If you develop your own marketing or advertising intended for placement on the Internet or any other public computer network, you must obtain our prior written approval before using it. (You may use marketing and promotional material that Mathnasium has created without getting our prior written permission, so long as it has not been altered in any way.) You may not combine marketing and advertising for your Center with marketing and advertising for any other program or business entity without our written permission. We assume no responsibility for any claims or damages arising from your marketing, advertising, or promotional activities.

The Marks may only be used in Mathnasium approved artwork, layouts, and creative material. All advertising must list the community's name assigned to your Center or, if you are advertising jointly with other Mathnasium Centers, it must list all participating Mathnasium Centers by the names assigned by us. If there are other communities included in your territory that your Center may serve and that you want to identify in approved advertising and promotion of your Center, you must obtain our prior written approval to do so. We have the right to subsequently withdraw approval of use of certain community names other than your assigned name.

Monthly Marketing Fees and any cooperative advertising contributions will only be used to promote the system to retail customers and promote the goodwill of the Marks (Franchise Agreement, Section 5.3(c)).

Advertising on the Internet

Except as prescribed in the Manuals or otherwise authorized by us in writing, you may not have an Internet site or presence, or offer or sell Mathnasium products or services through the Internet. You may not advertise for students by social media or using related media or technology, except as authorized by us in writing. We may provide you with a presence on Mathnasium's master website. You must participate in any such website under our rules.

Technology System

You must use the Mathnasium centralized computer system (currently called "Radius"), which will include point of sale functions to manage your business. You must use all required functionality of the centralized computer system. You must have a broadband connection to the Internet at your Center to allow you to access the system and to communicate with us. You also must use hardware and software specified by us. We estimate that the initial cost of purchasing a computer system will be under $2,500. The monthly technology fee covers the Radius system and other related systems and is currently $1,692 per year (i.e., $141 per month) and is subject to increase. Over time, to continue to comply with your contractual requirement, you may need to upgrade or replace your computer due to normal wear and tear or obsolescence. There are no contractual limitations on the frequency or cost of any repairs, or of any upgrade or replacement to your computer, but we estimate that your maintenance costs will be less than $500 per year, and the purchase price of an upgrade or replacement to your computer would be under $2,500. Through the Radius system, we can physically or electronically look at any data as it pertains to your business. We reserve the right for our employees or representatives to physically or electronically access and review any data in your accounting software as it pertains to your business. Mathnasium owns and maintains an exclusive right in all customer and business transaction data. Access to the Radius system is only granted after Mathnasium receives a completed electronic funds transfer (EFT) form (Attachment 6 to the Franchise Agreement), which authorizes electronic withdrawal of funds from a depository account for royalties and other fees.

You will offer instruction online and you will pay, in the same manner that you pay your royalties, an additional monthly technology fee for use of the online platform. This fee is currently $45 per month and is subject to increase.

Table of Contents of Manuals

The Manuals contain 3,062 pages. We will provide you with digital access to a copy of our Manuals for franchisees and other applicable Manuals during the relevant phases of the initial training program (Section 9, Franchise Agreement). You do not own any copies of or rights to the Manuals and, to the extent that you print out or digitally retain material from them, we have the right to require you to destroy or return such material to us when your franchise is terminated. While Mathnasium retains the right to modify or change any materials, the following is the Table of Contents of our Manuals for franchisees as of the date of this disclosure document:

Topic	Number of Pages
Introduction	13
A Great Center Location	55
Exceptional People	140
Lead Generation	129
Lead Conversion	59

Topic	Number of Pages
Right Materials	72
Right Instruction	72
A Real Parent Relationship	55
Management	112
Multi-Center Management	79
@Home Manual	32
Subtotal of Pages	818
Supplemental Guides, including Radius Guide	2,244
Total Pages	3,062

ITEM 12: TERRITORY

Franchise Agreement

You will be granted a designated territory with protective rights. If you are complying with system standards, minimum enrollment, and Gross Receipts requirements, then we and our affiliates will not locate, and will not authorize a third party to locate, another Mathnasium Center within your designated territory.

You will be granted the right to operate one Mathnasium Center in the territory; you do not have options, rights of first refusal or similar rights to acquire additional franchises. Your territory will consist of the geographic area within the boundaries specifically described or depicted in Attachment 1 to the Franchise Agreement. We determine the size and boundaries of territories based upon demographic data available to us. We will assign you a territory that we believe to contain at least 2,500 children between the ages of 5 and 19 years at the time you sign the Franchise Agreement. The actual location of your Center must be inside of the territory's boundaries and approved by us.

Once we accept the Center's location, we may reconfigure the boundaries of the territory to encompass the Center's target market. We may also reconfigure the territory if you relocate your Center, if geographic boundaries, zip codes or demographic data change, or if we discover an error in the initial boundaries created for your territory. We may also reconfigure the territory if other events occur or reasons arise that are specified in the Manuals. If we reconfigure the territory, we will try to maintain a similar demographic makeup within the new territory boundaries.

We and our affiliates reserve all rights that we do not grant to you. 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. Our reserved rights include the right to offer and award other types of franchises and to (i) market and sell Mathnasium educational products and services through other channels of distribution anywhere (including in schools through distance learning, Webinars, and on the Internet); (ii) provide Mathnasium services to alternative customer types at locations other than Mathnasium Centers (including low-income students); (iii) use or allow others to use the Marks, including the right to establish company owned Mathnasium Centers outside of your territory; (iv) sell other products or services using the Marks or not using the Marks, if the product or service is not primarily a Mathnasium Center (e.g. selling books); (v) merge with, acquire, establish, be acquired by or become associated with any business or locations of any kind under other systems and/or trademarks, which businesses and locations may offer or sell items, products and services that

are the same as or similar to the items, products and services offered at or from your Center and which may be located anywhere within or outside the territory; (vi) conduct advertising for Mathnasium Centers within and outside of the Territory; (vii) affiliate with other businesses and franchise systems that are directly competitive with Mathnasium Centers, regardless of whether such competitive businesses or franchise systems are located within or outside your territory; and (viii) engage in any other business activities not expressly prohibited by the Franchise Agreement, both within and outside the territory.

You may only operate the franchise at the location accepted by us and specified in Sections 1.3 and Section 3.1 of your Franchise Agreement. You may not teach students at any site other than your accepted Center location, including students' homes, before or after your Center begins operation.

We may require you and your landlord to sign an addendum to the lease for the Center's site, or another acceptable form of agreement, requiring the landlord to give Mathnasium written notice if you are in default of your Center's lease and, in the case of such an event, allowing us the option to assume the lease. We must review and consent to the layout of each Mathnasium Center. You must obtain our written permission before relocating your Center. We will consider several factors, including demographic data and the proximity of other Mathnasium Centers, in reviewing a request to relocate. You may relocate your Center to another location within your territory if we consent to the new location. In no event may you or a transferee relocate your Center to a new location that is outside of your territory. You may not establish any program using the Mathnasium system in any setting other than the accepted location of your Center, without our written approval. Such approval requires annual renewal.

Parents of students are free to enroll their children at the Mathnasium Center of their choice, regardless of their or its location. There are no geographic restrictions on the students that you or other Mathnasium franchisees may serve. You will not market in any media format that primarily reaches outside your territory, without our prior written permission. The Manuals may specify where you may and may not advertise in each form of media you will use, such as postcards, newspapers, newsletters, and other forms of media (including texting, calling and online). To maximize the use of the Centralized Digital and Local Marketing Program, we will also manage and monitor all pixels that are permitted on our master website. We may add or remove pixels from any page on any of our websites or webpages at any time for any reason. We may otherwise restrict marketing activities based on where targeted customers are known to reside or are believed by us to reside. You may only conduct marketing activities that comply with our brand guidelines and the Manuals. We have exclusive rights to market on the Internet and on mobile devices, including text, email, and social media, and you will not use these media formats except as we may authorize in writing. For example, we have a program for franchisees to market and sell Mathnasium's educational products and services online within their territories.

When parents contact us, we may refer them to any one or more Mathnasium Centers, regardless of franchisee ownership. We have no obligation to refer parents residing closest to your Center to you. In addition to our reserved rights, you also may experience competition from other franchisees that have customers living in your territory.

In addition to complying with all system standards, after the 24th month of operation: (1) you must maintain an enrollment of a minimum of 75 students; and (2) your Center must not fall below the 8th percentile of Mathnasium franchisees in the United States that have been open 12 months or longer, based on gross Center revenue (Franchise Agreement, Section 2). Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment. If you do not maintain these levels, we may establish another franchised, company-owned, or affiliate-owned Mathnasium Center within your territory.

Development Agreement

If you enter into a Development Agreement, you will have the right to develop a mutually agreed upon number of Mathnasium Centers in the Development Area in accordance with the Development Schedule. The total number of Mathnasium Centers to be opened in your Development Area, as well as the size of the Development Area, will be dependent upon factors such as (i) the number of Mathnasium Centers we grant you the right to open and operate; and (ii) the location and demographics of the general area where we mutually agree you will be opening these locations. The boundaries of your Development Area may be described in terms of zip codes, streets, landmarks (both natural and man-made) or county lines, or otherwise delineated on a map attached to the Development Agreement.

You must execute our then-current franchise agreement for each Mathnasium Center that you develop under a Development Agreement. You must select a location, and obtain our acceptance of such location, as described above in this Item, at which point we will designate a territory for the Mathnasium Center. We will use our then-current standards for accepting locations and designating territories.

If you are complying with the Development Agreement, we will not operate, or license any person other than you to operate, a Mathnasium Center under the System and the Marks or marks like the Marks within the Development Area. We and our affiliates reserve all rights that we do not grant to you, including the right to offer and award other types of franchises and to (i) market and sell Mathnasium educational products and services through other channels of distribution anywhere (including in schools through distance learning, Webinars, and on the Internet); (ii) provide Mathnasium services to alternative customer types at locations other than Mathnasium Centers (including low-income students); (iii) use or allow others to use the Marks, including the right to establish company owned Mathnasium Centers, outside of your Development Area; (iv) sell other products or services using the Marks or not using the Marks, if the product or service is not primarily a Mathnasium Center (e.g. selling books); (v) merge with, acquire, establish, be acquired by or become associated with any business or locations of any kind under other systems and/or trademarks, which businesses and locations may offer or sell items, products and services that are the same as or similar to the items, products and services offered at or from your Center and which may be located anywhere within or outside the Development Area; (vi) conduct advertising for Mathnasium Centers within and outside of the Development Area; (vii) affiliate with other businesses and franchise systems that are directly competitive with Mathnasium Centers, regardless of whether such competitive businesses or franchise systems are located within or outside your Development Area; and (vii) engage in any other business activities not expressly prohibited by the Development Agreement, both within and outside the Development Area. You will not receive an exclusive territory under the Development Agreement. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

You must comply with your development obligations under the Development Agreement, including your Development Schedule, to maintain your right to develop Mathnasium Centers within the Development Area. If you do not comply with your Development Schedule, we may terminate your Development Agreement and any further development rights you have under that agreement. Otherwise, we will not modify the size of your Development Area except by mutual written agreement signed by both parties.

The Development Agreement and your right to develop Mathnasium Centers in the Development Area will expire on the earlier of: (a) the date that the final franchise agreement under the Development Schedule has been signed; or (b) the last development deadline in the Development Schedule unless the Development Agreement is terminated sooner. Upon the expiration or termination of the Development Agreement, your right to develop Mathnasium Centers within the Development Area will be terminated. However, Mathnasium Centers that you have opened will continue to operate under the terms of the applicable franchise agreements.

If you breach the Development Agreement for any reason other than your failure to open and operate Mathnasium Centers in accordance with the Development Schedule, we may terminate the Development Agreement and/or any franchise agreement between you and us.

If you breach the Development Agreement solely due to your failure to comply with the Development Schedule, we may terminate the Development Agreement and any and all previously executed franchise agreements for which a Mathnasium Center has not yet opened as of the date of such breach, but we will not terminate any previously executed franchise agreement for which a Mathnasium Center has opened as of the date of such breach.

Upon the occurrence of any event that allows us to terminate the Development Agreement, in addition to our other rights, we may:

(a) temporarily suspend or permanently terminate your right to develop new Mathnasium Centers in any geographic area that is part of the Development Area. If that occurs (i) your territorial rights and the territorial restrictions on us and our affiliates will no longer apply in that geographic area, and (ii) we (and our affiliates) may operate, and authorize any other parties to operate, Mathnasium Centers the physical premises of which are located within that geographic area and engage, and allow others to engage, in any other activities we desire within that geographic area without any restrictions, subject only to your (or your affiliate's) rights under then existing franchise agreements with us; and/or

(b) reduce the number of remaining Mathnasium Centers to be developed under the Development Schedule, and if that happens you must comply with the reduced Development Schedule that we provide in our written notice. Upon our exercise of these rights, we need not refund any portion of the development fee paid relating to the Mathnasium Centers that you are no longer permitted or required to develop, nor apply any of that portion of the development fee towards the initial franchise fee payable under franchise agreements that you (or your affiliate) sign after that.

We currently do not operate or franchise, or currently plan to operate or franchise, any business under a different trademark that sells or will sell goods or services similar to those that our franchisees sell. However, our affiliates, including the Affiliated Programs described in Item 1 and other portfolio companies that currently are or in the future may be owned by private equity funds managed by Roark Capital Management, LLC, may operate and/or franchise businesses that sell similar goods or services to those that our franchisees sell. Item 1 describes our current Affiliated Programs that offer franchises, their principal business addresses, the goods and services they sell, whether their businesses are franchised and/or company-owned, and their trademarks. All these other brands maintain offices and training facilities that are physically separate from the offices and training facilities of our franchise network. All businesses that these affiliates and their franchisees operate may solicit and accept orders from customers near your Center. Because they are separate companies, we do not expect any conflicts between us and our franchisees or our franchisees and our affiliates' franchisees regarding territory, customers, or support, and we have no obligation to resolve any perceived conflicts that might arise.

ITEM 13: TRADEMARKS

Our affiliate, Mathnasium, LLC, owns and licenses to us, and grants us the right to sub-license to you the trademarks MATHNASIUM, MA+HNASIUM THE MATH LEARNING CENTER stylized (as shown on the front cover of this disclosure document), TriMathlon, and We Make Math Make Sense.

As used in this disclosure document and the Franchise Agreement, the term "Mark" or "Marks" includes our trademarks, trade names, service marks, logos, trade dress, commercial symbols, domain names, and

similar related words or symbols, designated by Mathnasium from time to time to identify Mathnasium Centers and the goods and services offered in them. The principal Marks include those that you will use to identify the franchised business.

The following are descriptions of the principal Marks that we will license to you:

REGISTRATION OR SERIAL NUMBER	DESCRIPTION OF MARK	PRINCIPAL OR SUPPLEMENTAL REGISTER OF THE UNITED STATES PATENT AND TRADEMARK OFFICE	REGISTRATION/ APPLICATION DATE
3927713	MATHNASIUM	Principal (Class 35)	March 8, 2011
3869774	MATHNASIUM	Principal (Class 41)	November 2, 2010
3443806		Principal (Class 41)	June 10, 2008
3443807		Principal (Class 35)	June 10, 2008

All required affidavits have been filed.

You may use the Marks only in connection with the Mathnasium system and only in the manner we designate, as set out in the Franchise Agreement and the Manuals. We may designate additional Marks or change the way the Marks are depicted.

Our affiliate, Mathnasium, LLC, has also obtained trademark registrations in other countries.

You must follow our rules when you use the Marks as described in the Franchise Agreement and in the Manuals. You cannot use the word "Mathnasium" or any of our other Marks as part of a corporate name or with modifying words, designs, or symbols. We will assign you a single descriptive community name to be used with the Mathnasium mark to identify your Center. We may change the descriptive community's name at any time, but you may not change it without our consent. You may not use our registered name in the sale of unauthorized products or services or in a manner not authorized in writing by Mathnasium.

There are presently no effective determinations of the United States Patent and Trademark Office, any trademark trial and appeal board, any state trademark administrator, or any court, nor any pending interference, opposition, or cancellation proceedings involving the above-referenced Marks. There are no agreements currently in effect that significantly limit our rights to use or license the use of Marks that are material to the franchise, except for the Trademark License Agreement between Mathnasium, LLC, and us, effective as of September 30, 2003, which grants us the nonexclusive right to use and sublicense the use of the Marks in the United States. The Trademark License Agreement is for an indefinite term and will remain in effect until terminated by either party upon 180 days' notice. If the Trademark License Agreement is terminated, you may be required to stop using the Marks. There are no infringing uses or superior previous rights known to Mathnasium that can materially affect your use of the Marks in any state in which the franchised business is to be located. There is no known pending material federal or state court litigation regarding our use or ownership rights in any mark. All required affidavits have been filed.

Mathnasium has the right to control any administrative proceedings or litigation involving a mark licensed to you by Mathnasium. You must notify Mathnasium promptly when you learn about an alleged infringement, unfair competition, or challenge to your use of our Marks. We then will promptly take the action we think appropriate. Mathnasium must indemnify you for any action against you by a third party based solely on alleged infringement, unfair competition, or similar claims about the Marks. Mathnasium

will have no obligation to defend or indemnify you if the claim against you relates to your use of the Marks in violation of the Franchise Agreement.

If you learn of any third-party using the Marks that you believe is not authorized to use the Marks or any variant of them, you must promptly notify us within 24 hours. Mathnasium will determine whether we wish to take any action against the third party. You will have no right to make any demand or to prosecute any claim against an alleged infringe for the infringement of our Marks.

You must modify or discontinue the use of a mark if Mathnasium modifies or discontinues it. You must not directly or indirectly contest our rights to our Marks, trade secrets, or business techniques that are part of our business.

ITEM 14: PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents and Copyrights

We do not own any rights in or licenses to any patents or registered copyrights nor have any pending patent applications material to our franchise business. Mathnasium, LLC holds common law copyrights for elements of the system, including worksheets used in the system and diagnostic tests, achievement tests, record sheets, progress charts, answer books, and the Manuals that we provide to franchisees for use in their Mathnasium Centers, but none of these have been registered with the Copyright Office.

You may use the copyrighted materials only for the registered students of your Center under the terms of the Franchise Agreement and while the Franchise Agreement is effective.

While the Franchise Agreement does not obligate us to do so, Mathnasium intends to enforce these copyrights against any infringement where we see fit. You must report any infringement of the copyrights that you find out about promptly (within 24 hours), and you must cooperate in stopping the infringement (at our expense). We do not know of any infringing uses of our copyrights that could materially affect your use. Additionally, there are no pending interference, opposition, or cancellation proceedings; no other pending litigation involving the copyrights; and no agreements currently in effect which materially limit our rights to use or license others to use this copyright. We have no obligation to defend or indemnify you against a challenge to your use of our copyrighted materials.

Your and our obligations to protect your rights to use our copyrights are the same as the obligations for the Marks described in Item 13 of this disclosure document.

Confidential Information

During and after the term of the Franchise Agreement, you may not disclose any of Mathnasium's confidential information that you obtained as a result of the franchise. Confidential information includes (but is not limited to) (i) the Manuals; (ii) the System; (iii) knowledge of specifications for and suppliers of, and methods of ordering, supplies and other products that Mathnasium Centers use and/or sell; (iv) marketing research and promotional, marketing, advertising, public relations, customer relationship management and other brand-related materials and programs for Mathnasium Centers; (v) pricing information; (vi) knowledge of the operating results and financial performance of Mathnasium Centers other than your Center; (vii) customer communication and retention programs, along with data used or generated in connection with those programs; (viii) training materials; (ix) development strategies and development plans for Mathnasium Centers; (x) customer data and any data or procedures to which you would not have had access if you were not a Mathnasium franchisee; and (xi) any other information we periodically designate as confidential or proprietary.

You (this includes your equity owners) must sign a Confidentiality/Non-Competition Agreement prior to attending your first Mathnasium training session.

You must adopt and implement all reasonable procedures that we periodically designate to prevent unauthorized use or disclosure of Confidential Information, including restricting its disclosure to Center personnel and others needing to know the Confidential Information to operate the Center, and using confidentiality agreements with those having access to Confidential Information. We may approve the form of agreement that you use and be a third-party beneficiary of that agreement with independent enforcement rights.

ITEM 15: OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

As the franchisee, whether you are an individual, corporation, limited liability company, partnership or other entity, you are at all times responsible for the management of your Center.

You or one of your owners is required to personally participate in and devote sufficient time and effort in the support and management of the franchise to ensure its successful operation in accordance with the system and our Manuals. It is our intention to approve only those franchisee candidates whose owners plan to actively participate in the direct operation and daily affairs of the franchise. Mathnasium is not seeking to license franchisees if the owners of these franchisees are merely seeking a passive investment.

Additionally, as required by Section 1.1 of the Franchise Agreement, you must act as or employ a Center Director for the Center. The name of the Center Director must be disclosed to us and should the Center Director change, we must be notified in writing. The Center Director must successfully complete the initial training program or other training program designated by us. The Center Director must devote his or her entire time during normal retail business hours to the management, operation, and development of the franchise business at the Center. A live person must answer the Center telephones during minimum hours as set forth in the Manuals. We may require you to use a mandatory answering service vendor that we designate. You must ensure that there are always at least 2 adults present when there are children in the Center.

If the franchisee is an entity, all owners of the entity must personally guarantee the franchisee's obligations under the Franchise Agreement, including agreeing to be bound by, and personally liable for the breach of, every provision in the Franchise Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including the preservation of the confidentiality of our confidential information and compliance with the covenants not to compete described in Item 17. The Guaranty and Assumption of Obligations that each owner must sign is attached to the Franchise Agreement as Attachment 4. If you are a party to a Development Agreement, each individual with a direct or indirect ownership interest in your entity must sign the Guarantee attached to the Development Agreement.

ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may offer only Mathnasium programs, and only in accordance with the system. We must pre-approve the use of any additional services, programs or products that you develop for your Center. If we approve the testing and/or further use of any such items, you may use them only in your Center and only in accordance with our terms and conditions, which may include but not be limited to, requirements for full reporting and data sharing, payment of royalties on all revenue from such additional items, and compliance with our standards and specifications. You may not sell or otherwise distribute the items to other Mathnasium franchisees or to any other person or entity without our written permission. We have the right, but not the obligation, to make such items part of the system and make

them available to any and all Mathnasium Centers on similar or different terms, in our sole judgment, and at no additional cost by us. Whether or not we approve these items or make them part of the system, you will not have any copyright or other rights in them. The intellectual property rights in any additional services, programs or products, content, process, marketing and implementation (collectively, "**Content**") will belong to us and you must take all actions and execute all documents to ensure that title to all Content vests in us. All Content must be delivered to us and may be shared with any and all other Mathnasium Centers and their respective owners in our sole judgment. No Content may be used by you in connection with the Center without our prior written approval. You must follow Mathnasium's procedures faithfully.

Offering programs at your Center through another company, whether that company is owned by you or by someone else, is not permitted without prior written approval from Mathnasium. We will rarely provide such approval, as alternate programs cause brand confusion.

We reserve the right to set maximum franchisee prices, prices in price promotions, pricing methodology and form, and actual or minimum prices, each to the extent permitted by law.

You may not use the system or the Marks anywhere except at your Center location designated in the Franchise Agreement, unless you receive our specific written approval for operating at another location(s). You may not teach using the system or the Marks at any site other than your accepted Center location. You may not distribute any of Mathnasium's products or sources over the Internet or any other computer network. There is no geographic restriction on the students who may enroll at your Center. However, you may not advertise for students in any media read primarily outside your territory except as authorized by us in the Manuals. The Manuals may specify where you may and may not advertise with regard to each form of media you will use, such as postcards, newspapers, newsletters, and other forms of media. We may otherwise restrict marketing activities based on where targeted customers are known to reside or are believed by us to reside. You may only conduct marketing activities outside of what is approved in the Manuals with prior written approval from Mathnasium.

We have the unlimited right to change the programs, services, and products that your center is authorized to offer, and you must abide by these changes.

ITEM 17: RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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.

FRANCHISE AGREEMENT

Provisions	Section in Franchise Agreement	Summary
a. Length of the franchise term	13.1	5 years.
b. Renewal or extension of the term	13.2-3	If you are in good standing, you can execute successor franchise agreement for additional 5-year terms. The renewal fee is $7,000. The renewal fee may, at your option, be paid upon your execution of the successor franchise agreement or in 14 monthly installments of $500 each. If you choose to pay by installments, the renewal fee will be paid to us by electronic withdrawal in accordance with the

Provisions	Section in Franchise Agreement	Summary
		procedures specified in the Manual, commencing in the 1st month of the renewal term.
c. Requirements for franchisee to renew or extend	13.3	Renewal conditions include the following: (a) full compliance with your Franchise Agreement, the Manuals and any other agreements you have with us; (b) no more than one written notice of default from us during any calendar year; (c) current with all monetary obligations; (d) satisfactory record of customer service and of compliance with our operating standards; (e) sign a general release in our favor in a form provided by us (our current form General Release is attached as Attachment 2 to the Franchise Agreement); (f) relocation of your Center if it does not meet our then-current Mathnasium Center location requirements; (g) provide us with evidence from your landlord that you have the right to continue occupying your Center for the successor term; (h) you, your Center Director and instructors must attend any required ongoing, tune-up or supplemental training; (i) renovate and modernize your Center to reflect our then-current image and standards for new Mathnasium Centers; (j) sign our then-current form of successor Franchise Agreement. The successor Franchise Agreement may contain terms and conditions that are materially different from your current Franchise Agreement; (k) notify us in writing of your intent to request a successor Franchise Agreement, or confirm your intent in writing if we make an inquiry to you, at least 90 days but no more than 180 days before your Franchise Agreement is scheduled to expire; and (l) we must be offering new or successor franchises in your Territory at the time of your request and at the time you are prepared to sign the successor Franchise Agreement.
d. Termination by franchisee	Not applicable	Not applicable.
e. Termination by franchisor without cause	Not Applicable	Not applicable.
f. Termination by franchisor with cause	14.1-14.3	See g. and h. below.
g. "Cause" defined - curable defaults	14.2	You have 10 days to cure a monetary default and 30 days to cure any default other than those identified in h. below.
h. "Cause" defined - non-curable defaults	14.1, 14.3	Non-curable defaults include the following: (a) misrepresentations or material omissions made by you in your franchise application; (b) you, your Center Director or any owner is charged, convicted of, or pleads guilty or nolo-contendere to a felony, crime involving moral turpitude or any other crime involving dishonesty, breach of trust or bodily harm, any crime involving a child, engages in any conduct that may (in our sole judgment) create a crisis or immediate substantive damages to the Marks and/or the System, or engages in any other crime

Provisions	Section in Franchise Agreement	Summary
		that may adversely affect our reputation or that we feel would affect your ability to properly run your Center; (c) misrepresentations made by you in reporting Center performance; (d) you commit to a site or relocate your Center before getting our approval; (e) you fail to begin operating your Center by the required opening date; (f) you attempt to infringe on our rights to our Marks, the system or any other proprietary information; (g) you make or attempt or make an unauthorized transfer of your rights under the Franchise Agreement; (h) you fail to respond to emails or telephone calls from us for 2 weeks or you abandon your Center; (i) you repeatedly commit defaults under the Franchise Agreement; (j) your Center does not meet our minimum performance requirements for two or more consecutive months; (k) you divulge or disclose any confidential information or violate the communications policy in the Manuals; (l) you are in breach of any legal requirement that we determine requires termination or you are in default of any other agreement you have with us; or (m) a receiver or trustee is appointed to take over your business or your interest in the agreement is levied. If any event of default occurs under the Development Agreement that would permit the termination of that agreement, we may terminate the Development Agreement and/or any or all previously executed franchise agreements; provided, however, that your failure to open and operate Mathnasium Centers in accordance with the Development Schedule will not constitute cause for us to terminate any previously executed franchise agreement for which a Mathnasium Center has been opened as of the date of such failure to comply with the Development Schedule. If you fail to comply with the Development Schedule, we may terminate the Development Agreement and/or any or all previously executed franchise agreements for which a Mathnasium Center has not yet opened as of the date of your failure to comply with the Development Schedule.

Provisions	Section in Franchise Agreement	Summary
i. Franchisee's obligations on termination or non-renewal	14.4	Obligations include (a) complete de-identification of Center; (b) cease using the system and Marks (including advertising, internet usage and signs); (c) payment of amounts due (including payment of base fee and minimum monthly royalty for the remainder of the term of the Franchise Agreement); (d) return or destruction of Manuals and information related to the system; (e) notification to parents and repayment of prepaid services; (f) notification to landlord; and (g) transfer of telephone numbers, directory listings, e-mail addresses, domain names, Internet accounts, customer data and business records.
j. Assignment of contract by Mathnasium	18	We are entitled to transfer our rights and/or to delegate performance of our obligations under the Franchise Agreement.
k. "Transfer" by franchisee – definition	definitions	Transfer means any assignment, sale, division, encumbrance, hypothecation, mortgage, pledge or other transfer by you, in whole or in part of any interest, either voluntarily or by operation of law (e.g. divorce, bankruptcy), in any interest in your Franchise Agreement, your Center or any ownership interest in you.
l. Mathnasium's approval of transfer by franchisee	17.1	You may transfer only upon Mathnasium's prior approval and written consent.
m. Conditions for Mathnasium's approval of transfer	17.2 and 17.3	<u>TRANSFER OF ENTIRE BUSINESS – TENTATIVE APPROVAL</u> If you propose to transfer your entire Center business, you must (a) give us notice and all relevant information (unless the majority equity interest in the proposed transferee is owned by you, or waived by Mathnasium in writing); (b) your Center must have been open for at least 6 months; and (c) you must be in compliance with all of your obligations to Mathnasium. We will have a reasonable time to evaluate whether to give tentative approval of the transfer. If we give tentative approval of the transfer, we will allow the proposed transferee into our initial training program. However, you may not complete the transfer until you have received our final approval in writing. <u>TRANSFER OF ENTIRE BUSINESS – FINAL APPROVAL</u> Before Mathnasium will give its final approval of a transfer (unless the majority equity interest in the proposed transferee is owned by you, or waived by Mathnasium in writing), the proposed transferee must, among other things, (a) demonstrate to Mathnasium's satisfaction that he or she meets all of our current requirements for becoming a Mathnasium franchisee, (b) pay us a non-refundable training fee of $3,000; (c) successfully completing our initial training program; (d) sign our then-current

Provisions	Section in Franchise Agreement	Summary
		form of Franchise Agreement; and (e) make arrangements to upgrade and/or relocate the Center. If the proposed transferee is one of Mathnasium's other franchisees, the transferee must (a) meet our requirements for a second Mathnasium Center; (b) not be in default under its agreements with Mathnasium; (c) have a good record of student service and compliance with Mathnasium's operating standards; (d) demonstrate a financial and operational plan for the additional Mathnasium Center; and (e) sign our then-current form of Franchise Agreement. You and your owners must, among other things, (a) sign a general release in favor of Mathnasium; (b) provide us with written notice that the landlord has agreed to the transfer of the lease for the Center to your transferee; (c) pay off any promissory note you owe to Mathnasium; and (d) pay us a transfer fee of $7,000. No transfer fee is payable if the transfer is to a corporation or limited liability company that is owned by all or a majority of your owners. If you are transferring less than your entire business, then you must satisfy the conditions set forth in Section 17.4 of the Franchise Agreement.
n. Mathnasium's right of first refusal to acquire franchisee's business	17.9	We have the right to match offers under certain circumstances.
o. Mathnasium's option to purchase franchisee's business	Not applicable	None.
p. Death or disability of an individual franchisee	17.7	The executor, administrator, personal representative or Trustee must apply to Mathnasium in writing within one month for consent to transfer the person's interest to his or her heir, beneficiary, devisee, or other successor. We may (but are not obligated to) operate the Center until a successor completes our initial training program.
q. Non-competition covenants during the term of the franchise	15.1	During the term of the Franchise Agreement, you and your owners must not be involved in a competing business without our prior written consent. Competing business means (a) any business that offers education to children, whether by means of academic instruction, self-guided instruction, tutoring, test preparation, or any form of supplemental education service, in any medium, whether in person or online; or (b) any business granting franchises, licenses or similar rights, or that participates in partnership or joint ventures, for the development and/or operation of the type of business specified in subparagraph (a).

Provisions	Section in Franchise Agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	15.2, 15.3	You and your owners may not be involved in a competing business for 1 year after termination or expiration of the Franchise Agreement if the competing business is within 25 miles of your Center. For 2 years following the termination or expiration of the Franchise Agreement, you and your owners may not contact any Mathnasium customers, including students or parents for the purpose of enrolling them in any other supplemental education program.
s. Modification of the agreement	9, 22.8	Modifications must be in writing and signed by authorized representatives of each party; provided that we have the right to change the Manuals from time to time.
t. Integration/merger clause	22.6	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	20	Except for certain claims, disputes must initially be submitted to nonbinding mediation. If the mediation is unsuccessful, the disputes must then be arbitrated before one arbitrator.
v. Choice of forum	20	Mediation and arbitration will take place in the county of our headquarters, currently Los Angeles County, California. Litigation may take place at an appropriate court where our headquarters is located, subject to state law.
w. Choice of law	22.3	Federal law governs trademark issues. Otherwise, Delaware law governs the Franchise Agreement and the legal relationship between you and us, subject to state law.

DEVELOPMENT AGREEMENT

Provisions	Section in Development Agreement	Summary
a. Length of the franchise term	5	The term expires on the earlier of: (a) the date that the final franchise agreement under the Development Schedule has been signed; or (b) the deadline to open the last Mathnasium Center to be opened under the Development Schedule.
b. Renewal or extension of the term	Not applicable	Not applicable.
c. Requirements for franchisee to renew or extend	Not applicable	Not applicable.
d. Termination by franchisee	Not applicable	Not applicable.
e. Termination by franchisor without cause	Not applicable	Not applicable.
f. Termination by franchisor with cause	6.1	We can terminate only if you default (see g and h below) under the Development Agreement or any franchise agreement. If an event of default occurs which gives us the right to terminate any franchise

Provisions	Section in Development Agreement	Summary
		agreement, we may terminate the Development Agreement (regardless of whether we exercise our right to terminate such franchise agreement).
g. "Cause" defined - curable defaults	Not applicable	Not applicable.
h. "Cause" defined - non-curable defaults	6.1	You fail to timely execute a Franchise Agreement or fail to pay any initial franchise fee owed thereunder; you fail to have open and operating a minimum number of Mathnasium Centers specified in the Development Schedule at any deadline; any franchise agreement is in default; or you breach or otherwise fail to comply fully with any provision of the Development Agreement. If an event of default occurs which gives us the right to terminate any franchise agreement, we may terminate the Development Agreement (regardless of whether we exercise our right to terminate such franchise agreement). If any event of default occurs under the Development Agreement that would permit the termination of that agreement, we may terminate the Development Agreement and/or any or all previously executed franchise agreements; provided, however, that your failure to open and operate Mathnasium Centers in accordance with the Development Schedule will not constitute cause for us to terminate any previously executed franchise agreement for which a Mathnasium Center has been opened as of the date of such failure to comply with the Development Schedule. If you fail to comply with the Development Schedule, we may terminate the Development Agreement and/or any or all previously executed franchise agreements for which a Mathnasium Center has not yet opened as of the date of your failure to comply with the Development Schedule.
i. Franchisee's obligations on termination or non-renewal	6.2	Upon termination, you will no longer have rights to develop additional Mathnasium Centers. The Development Agreement cannot be renewed.
j. Assignment of contract by Mathnasium	7	No restriction on our right to assign.
k. "Transfer" by franchisee – definition	7	Includes transfer of the Development Agreement or any interest in the Development Agreement or the franchisee entity.
l. Mathnasium's approval of transfer by franchisee	7	We have the right to approve or not approve all transfers in our judgment.
m. Conditions for Mathnasium's approval of transfer	7	We have discretion in setting conditions for our approval of a transfer.
n. Mathnasium's right of first refusal to acquire franchisee's business	7	We have the right to match offers under certain circumstances.

Provisions	Section in Development Agreement	Summary
o. Mathnasium's option to purchase franchisee's business	Not applicable	Not applicable.
p. Death or disability of an individual franchisee	Not applicable	We have the right to approve or disapprove any transfer in our judgment.
q. Non-competition covenants during the term of the franchise	8.1	During the term of the Development Agreement, you and your owners must not be involved in a competing business without our prior written consent. Competing business means (a) any business that offers education to children, whether by means of academic instruction, self-guided instruction, tutoring, test preparation, or any form of supplemental education service, in any medium, whether in person or online; or (b) any business granting franchises, licenses or similar rights, or that participates in partnership or joint ventures, for the development and/or operation of the type of business specified in subparagraph (a).
r. Non-competition covenants after the franchise is terminated or expires	8.2, 8.3	You and your owners may not be involved in a competing business for 1 year after termination or expiration of the Development Agreement if the competing business is within 25 miles of your former Development Area. For 2 years following the termination or expiration of the Development Agreement, you and your owners may not contact any Mathnasium customers, including students or parents for the purpose of enrolling them in any other supplemental education program.
s. Modification of the agreement	10	No modifications unless agreed to in writing by both parties.
t. Integration/merger clause	10	Only the terms of the Development Agreement and any franchise agreements are binding (subject to state law). Any other promises outside this disclosure document, the Development Agreement, and the Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	9	Except for certain claims, disputes must initially be submitted to nonbinding mediation. If the mediation is unsuccessful, the disputes must then be arbitrated before one arbitrator.
v. Choice of forum	9	Mediation and arbitration will take place in the county of our headquarters, currently Los Angeles County, California. Litigation may take place at an appropriate court where our headquarters is located, subject to state law.
w. Choice of law	9	Delaware law governs the Development Agreement and the legal relationship between you and us, subject to state law.

ITEM 18: PUBLIC FIGURES

We currently do not use any public figure to promote the sale of our franchises; however, we reserve the right to do so at our discretion.

ITEM 19: FINANCIAL PERFORMANCE REPRESENTATION

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 to be 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 outlet or under particular circumstances.

Table 1: 2020-2022 Gross Receipts

Table 1 sets forth a historic financial performance representation for the period from (i) January 1, 2022, through December 31, 2022; (ii) January 1, 2021, through December 31, 2021; and (iii) January 1, 2020, through December 31, 2020. It includes average and median annual Gross Receipts of Mathnasium's existing Mathnasium Centers that were open and operated by the same franchisee for 12 months or longer as of December 31, 2022, 2021, and 2020, respectively, broken down by quartiles. In this Item 19, "**Gross Receipts**" means the monthly Gross Receipts from all sources in the operation of a Mathnasium Center, including student tuition, registration and testing fees, sales of learning materials, hourly per student private tutoring, and any other approved services. "**Gross Receipts**" excludes sales tax receipts that franchisees must collect from customers and that are paid to the government, customer refunds actually paid, and coupons and approved promotional discounts.

Period	2022	2021	2020
# of Mathnasium Centers Operating at Calendar Year End	952	948	927
# of Mathnasium Centers Included in Subset	855	853	836
Average Gross Receipts	$311,473	$271,794	$225,261
Median Gross Receipts	$273,274	$235,834	$188,752
# of Mathnasium Centers Meeting or Exceeding Average	339 / 39.6%	337 / 39.5%	312 / 37.3%
Range of Gross Receipts (High to Low)	$1,250,397 - $22,604	$1,061,821 - $44,238	$1,085,199 - $35,764
Growth of Average Gross Receipts from Prior Year Average Gross Receipts	13.8%	20.7%	(19.6%)
Average of Top 25%	$546,418	$479,545	$411,616
Median Gross Receipts	$489,725	$432,569	$368,759
# of Mathnasium Centers Meeting or Exceeding Average	77 / 36%	83 / 39%	71 / 34%
Range of Gross Receipts (High to Low)	$1,250,397 - $388,030	$1,061,821 - $340,718	$1,085,199 - $282,560

Period	2022	2021	2020
Average of Mid-Upper 25%	$325,766	$281,942	$228,292
Median Gross Receipts	$325,281	$278,581	$224,435
# of Mathnasium Centers Meeting or Exceeding Average	102 / 48%	97 / 45%	93 / 44%
Range of Gross Receipts (High to Low)	$387,811 - $273,868	$340,551 - $236,313	$282,504 - $188,862
Average of Mid-Lower 25%	$230,759	$203,065	$160,266
Median Gross Receipts	$227,097	$201,815	$158,890
# of Mathnasium Centers Meeting or Exceeding Average	100 / 47%	104 / 49%	99 / 47%
Range of Gross Receipts (High to Low)	$273,274 - $192,131	$235,834 - $167,441	$188,642 - $135,426
Average of Bottom 25%	$143,015	$123,322	$100,870
Median Gross Receipts	$151,439	$126,108	$107,307
# of Mathnasium Centers Meeting or Exceeding Average	128 / 60%	118 / 55%	120 / 57%
Range of Gross Receipts (High to Low)	$191,828 - $22,604	$167,267 - $44,238	$135,401 - $35,764

Notes to Table 1

1. As of December 31, 2022, we had 952 franchised Mathnasium Centers in operation. Of those, 93 were not included in this financial performance representation because they were not open and operated by the same franchisee for 12 months or longer as of December 31, 2022. In addition, 4 franchised Mathnasium Centers that were open and operated by the same franchisee for at least 12 months were not included because they did not report their Gross Receipts to us for the full 12-month period.

2. As of December 31, 2021, we had 948 franchised Mathnasium Centers in operation. Of those, 92 were not included in this financial performance representation because they were not open and operated by the same franchisee for 12 months or longer as of December 31, 2021. In addition, 2 franchised Mathnasium Centers that were open and operated by the same franchisee for at least 12 months were not included because they did not report their Gross Receipts to us for the full 12-month period. Further, 1 franchised Mathnasium Center that was open and operated by the same franchisee for at least 12 months was excluded because it participated in a one-time, short-term test program that temporarily increased its Gross Receipts. As a result, this Mathnasium Center is not representative of the Mathnasium Centers that we expect our franchisees will operate.

3. As of December 31, 2020, we had 927 franchised Mathnasium Centers in operation. Of those, 87 were not included in this financial performance representation because they were not open and operated by the same franchisee for 12 months or longer as of December 31, 2020. In addition, 4 franchised Mathnasium Centers that were open and operated by the same franchisee for at least 12 months were not included because they did not report their Gross Receipts to us for the full 12-month period.

4. For purposes of Table 1, "**Average Gross Receipts**" is determined by taking the sum of the included Mathnasium Centers' Gross Receipts during the applicable fiscal year and dividing it by the number of included Mathnasium Centers.

5. "**Median Gross Receipts**" is determined by sorting the results of the included Mathnasium Centers' Gross Receipts during the applicable fiscal year in ascending order and identifying the point above and below which 50% of the data falls.

6. The growth of the Average Gross Receipts from the prior year Average Gross Receipts is determined by subtracting the Average Gross Receipts in the applicable fiscal year from the prior year's Average Gross Receipts (the "**Prior Year Average Gross Receipts**"), then dividing this difference by the Prior Year Average Gross Receipts and multiplying by 100, expressed as a percentage.

Table 2: 2022 Reported P&L Expenses

Table 2 sets forth average accrual basis revenue, median accrual basis revenue, the range of accrual basis revenue, average instructor payroll expenses, average royalties, average marketing expenses, average office supplies & furniture expenses, average professional fees, average other expenses, average rent, utilities & maintenance expenses, and average operating profit achieved by 846 franchised Mathnasium Centers for January 1, 2022 through December 31, 2022 (the "**Measurement Period**"), all of which have been open and operated by the same franchisee for at least 12 months as of December 31, 2022 (the "**Covered Centers**"). The Covered Centers provided us with complete 2022 P&Ls prior to the issuance date of this disclosure document. 9 franchised Mathnasium Centers that were open and operated by the same franchisee for at least 12 months as of December 31, 2022 were excluded on the basis that they did not provide us with complete 2022 P&Ls before the issuance date of this disclosure document.

P&L Category	Average Center	% of revenue for category	# of Centers Above/Below	% of Centers Above/Below
Reported Accrual Basis Revenue	$320,086	100.0%	390 / 456	46.1% / 53.9%
Median Accrual Basis Revenue	$279,029			
Range of Accrual Basis Revenue (High to Low)	$1,250,539 - $11,554			
Reported Expenses:				
Instructor Payroll	$64,225	20.1%	400 / 446	47.3% / 52.7%
Royalties	$36,405	11.4%	457 / 389	54.0% / 46.0%
Marketing	$18,369	5.7%	420 / 426	49.6% / 50.4%
Office Supplies & Furniture	$7,175	2.2%	372 / 474	44.0% / 56.0%
Professional Fees	$2,760	0.9%	320 / 526	37.8% / 62.2%
Other	$46,710	14.6%	294 / 552	34.8% / 65.2%
Rent, Utilities, & Maintenance	$52,735	16.5%	442 / 404	52.2% / 47.8%
Operating Profit	$91,706	28.7%		

Notes to Table 2

1. Revenue information reported on our franchisees' P&L statements differs from the reported Gross Receipts in that the P&L does not include any accounting adjustments made by franchisees in reporting Gross Receipts for the purpose of calculating royalty payments. "**Accrual Basis Revenue**" is defined as revenue that is recognized at the time it is earned, regardless of when payment is received.

2. "**Average Accrual Basis Revenue**" is determined by taking the sum of the Covered Centers' reported Accrual Basis Revenue during the Measurement Period and dividing it by 846.

3. "**Median Accrual Basis Revenue**" is determined by sorting the results of the Covered Centers' reported Accrual Basis Revenue during the Measurement Period in ascending order and identifying the point above and below which 50% of the data falls.

4. "**Instructor Payroll**" is defined as the cost of hourly employees and independent contractors who offer instruction to enrolled students and excludes owner salary or draw and management salaries, bonus payments, and benefits. The average presented above was determined by taking the sum of the Covered Centers' Instructor Payroll expenses during the Measurement Period and dividing by 846. The percentage presented above was determined by dividing the average Instructor Payroll by the Average Accrual Basis Revenue.

5. "**Royalties**" are defined as base royalty fees, monthly royalty fees, technology fees, and marketing fees paid to us, as described in Item 6. The average is determined by taking the sum of the Covered Centers' Royalties during the Measurement Period and dividing by 846. The percentage presented above was determined by dividing the average Royalties by the Average Accrual Basis Revenue.

6. "**Marketing**" is defined as the cost of local Mathnasium Center marketing efforts. The average presented above is determined by taking the sum of the Covered Centers' Marketing expenses during the Measurement Period and dividing by 846. The percentage presented above was determined by dividing the average Marketing expenses by the Average Accrual Basis Revenue.

7. "**Office Supplies & Furniture**" is defined as the cost of furniture (e.g., chairs, tables, etc.), office supplies, and computer equipment (e.g., papers, pencils, laptops, electronic tablets, etc.) used in normal business operations. The average presented above is determined by taking the sum of the Covered Centers' Office Supplies & Furniture expenses during the Measurement Period and dividing by 846. The percentage presented above was determined by dividing the average Office Supplies & Furniture expenses by the Average Accrual Basis Revenue.

8. "**Professional Fees**" are defined as fees paid to third-party service providers, such as attorneys, accountants, and other consultants who provide professional business advice and guidance. The average presented above is determined by taking the sum of the Covered Centers' Professional Fees during the Measurement Period and dividing by 846. The percentage presented above was determined by dividing the average Professional Fees by the Average Accrual Basis Revenue.

9. "**Other Expenses**" are defined as the sum of other operational costs required to operate the Mathnasium Center, including business licenses, permits, training expenses, travel and entertainment and any miscellaneous business expenses not captured in the other defined categories. The average presented above is determined by taking the sum of the Covered Centers' Other Expenses during the Measurement Period and dividing by 846. The percentage presented above was determined by dividing the average Other Expenses by the Average Accrual Basis Revenue.

10. "**Rent, Utilities & Maintenance**" are defined as all costs related to the leased operating space, repairs and maintenance, telephone, internet, utilities, and other occupancy expenses. The average presented above is determined by taking the sum of the Covered Centers' Rent, Utilities & Maintenance expenses during the Measurement Period and dividing by 846. The percentage

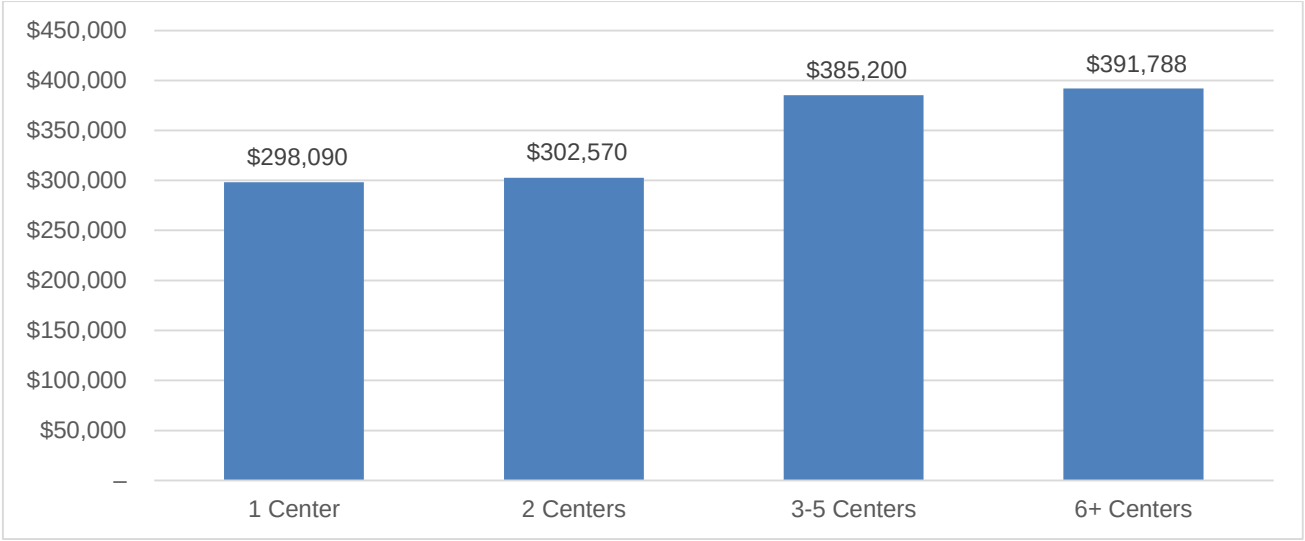
presented above was determined by dividing the average Rent, Utilities & Maintenance expenses by the Average Accrual Basis Revenue.

11. "**Operating Profit**" is defined as the Average Accrual Basis Revenue, minus the sum of the above reported average expenses. The percentage presented above was determined by dividing the average Operating Profit by the Average Accrual Basis Revenue.

Table 3: 2022 Gross Receipts by Number of Mathnasium Centers Owned and Operated by Franchisee

Table 3 sets forth a historic financial performance representation for the period from January 1, 2022 through December 31, 2022. It includes average and median annual Gross Receipts of Mathnasium's existing Mathnasium Centers that were open and operated by the same Franchisee for 36 months or longer as of December 31, 2022, broken down by the number of Mathnasium Centers that each Franchisee owned and operated as of December 31, 2022.

The chart below shows the Average Gross Receipts per included Mathnasium Center, broken down by the number of Mathnasium Centers that each Franchisee owned and operated as of December 31, 2022.



	1 Center	2 Centers	3-5 Centers	6+ Centers
# of Mathnasium Centers Included	327	136	116	117
# of Franchisees Included	327	68	34	11
Average Gross Receipts per Mathnasium Center	$298,090	$302,570	$385,200	$391,788
# Centers Met/Exceeded Average	139	47	43	52
% Centers Met/Exceeded Average	42.5%	34.6%	37.1%	44.4%

Median Gross Receipts per Mathnasium Center	$266,945	$261,646	$339,481	$365,271
Highest Gross Receipts per Mathnasium Center	$885,359	$891,292	$1,233,737	$1,250,397
Lowest Gross Receipts per Mathnasium Center	$31,662	$65,715	$88,368	$109,840

Notes to Table 3

1. "**Franchisee**" is defined, collectively, as: (a) an individual or entity to whom we or our affiliate have granted a Mathnasium® franchise pursuant to a Mathnasium franchise agreement; and (b) any and all other entities owned by or affiliated with such individual or entity that are also parties to Mathnasium franchise agreements with us or our affiliate.

2. For purposes of Table 3, "**Average Gross Receipts**" is determined by taking the sum of the included Mathnasium Centers' Gross Receipts in the applicable ownership column and dividing it by the number of included Mathnasium Centers in the applicable ownership column.

3. For purposes of Table 3, "**Median Gross Receipts**" is determined by sorting the results of the included Mathnasium Centers' Gross Receipts in the applicable ownership column in ascending order and identifying the point above and below which 50% of the data falls.

* * *

The above results were calculated by us based on reports furnished to us by our franchisees. It is important to note that neither the submitting franchisees nor we audited this information.

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

Mathnasium will make written substantiation of the data used in preparing the information above available to you upon reasonable request.

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

SYSTEM-WIDE OUTLET SUMMARY FOR YEARS 2020 TO 2022

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	935	927	-8
	2021	927	948	+21
	2022	948	952	+4
Company-Owned	2020	7	7	0
	2021	7	3	-4
	2022	3	3	0
Total U.S. Outlets	2020	942	934	-8
	2021	934	951	+17
	2022	951	955	+4

Table No. 2

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS 2020 TO 2022

State	Year	Number of Transfers
Alabama	2020	0
	2021	0
	2022	2
Arizona	2020	1
	2021	0
	2022	2
California	2020	8
	2021	6
	2022	6
Colorado	2020	2
	2021	1
	2022	1
Connecticut	2020	0
	2021	0
	2022	1
Delaware	2020	1
	2021	0
	2022	0
Florida	2020	3
	2021	4
	2022	2
Georgia	2020	1
	2021	3
	2022	3
Illinois	2020	4
	2021	1
	2022	1
Indiana	2020	0
	2021	0
	2022	2
Iowa	2020	0
	2021	0
	2022	1
Maine	2020	1
	2021	0
	2022	0
Massachusetts	2020	1
	2021	1
	2022	0

State	Year	Number of Transfers
Maryland	2020	0
	2021	3
	2022	6
Michigan	2020	0
	2021	1
	2022	2
Minnesota	2020	0
	2021	1
	2022	0
Missouri	2020	0
	2021	0
	2022	1
Nevada	2020	0
	2021	2
	2022	0
New Hampshire	2020	0
	2021	0
	2022	1
New Jersey	2020	1
	2021	0
	2022	2
New York	2020	2
	2021	2
	2022	3
North Carolina	2020	1
	2021	0
	2022	1
Ohio	2020	0
	2021	0
	2022	3
Oklahoma	2020	1
	2021	1
	2022	1
Oregon	2020	0
	2021	0
	2022	2
Pennsylvania	2020	4
	2021	1
	2022	0
Rhode Island	2020	0
	2021	0
	2022	1

State	Year	Number of Transfers
South Carolina	2020	0
	2021	1
	2022	0
Tennessee	2020	0
	2021	1
	2022	0
Texas	2020	7
	2021	9
	2022	10
Utah	2020	0
	2021	2
	2022	0
Washington	2020	0
	2021	0
	2022	2
Washington, D.C.	2020	0
	2021	0
	2022	1
Wisconsin	2020	1
	2021	0
	2022	0
TOTALS	2020	39
	2021	40
	2022	57

Table No. 3

STATUS OF FRANCHISED OUTLETS FOR YEARS 2020 TO 2022

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operation - Other Reasons	Outlets at End of the Year
Alabama	2020	7	1	0	0	0	0	8
	2021	8	0	0	0	0	0	8
	2022	8	0	0	0	0	0	8
Arkansas	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Arizona	2020	22	0	0	0	0	1	21
	2021	21	2	0	0	0	0	23
	2022	23	2	0	0	0	0	25

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operation - Other Reasons	Outlets at End of the Year
California	2020	145	10	0	0	0	10	145
	2021	145	17	0	0	0	5	157
	2022	157	7	0	0	0	4	160
Colorado	2020	21	1	0	0	0	0	22
	2021	22	0	0	0	0	1	21
	2022	21	1	0	0	0	0	22
Connecticut	2020	15	0	0	0	0	2	13
	2021	13	0	0	0	0	1	12
	2022	12	0	0	0	0	1	11
Delaware	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Florida	2020	71	4	0	0	0	3	72
	2021	72	3	0	0	0	2	73
	2022	73	2	0	0	0	2	73
Georgia	2020	40	1	0	0	0	1	40
	2021	40	1	0	0	0	2	39
	2022	39	0	0	0	0	1	38
Hawaii	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Idaho	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Illinois	2020	49	2	0	0	0	2	49
	2021	49	2	0	0	0	2	49
	2022	49	0	0	0	0	1	48
Indiana	2020	7	2	0	0	0	0	9
	2021	9	1	0	0	0	1	9
	2022	9	0	0	0	0	0	9
Iowa	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
Kansas	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Kentucky	2020	5	0	0	0	0	0	5
	2021	5	1	0	0	0	0	6
	2022	6	0	0	0	0	1	5

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operation - Other Reasons	Outlets at End of the Year
Louisiana	2020	10	0	0	0	0	2	8
	2021	8	0	0	0	0	1	7
	2022	7	0	0	0	0	1	6
Maine	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Maryland	2020	31	1	0	0	0	0	32
	2021	32	2	0	0	0	0	34
	2022	34	0	0	0	0	1	33
Massachusetts	2020	15	5	0	0	0	0	20
	2021	20	1	0	0	0	0	21
	2022	21	0	0	0	0	0	21
Michigan	2020	17	2	0	0	0	1	18
	2021	18	1	0	0	0	2	17
	2022	17	3	0	0	0	3	17
Minnesota	2020	24	1	0	0	0	0	25
	2021	25	0	0	0	0	0	25
	2022	25	0	0	0	0	0	25
Mississippi	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Missouri	2020	11	0	0	0	0	1	10
	2021	10	1	0	0	0	0	11
	2022	11	0	0	0	0	1	10
Nebraska	2020	2	1	0	0	0	1	2
	2021	2	1	0	0	0	0	3
	2022	3	1	0	0	0	0	4
Nevada	2020	12	0	0	0	0	0	12
	2021	12	1	0	0	0	0	13
	2022	13	0	0	0	0	0	13
New Hampshire	2020	1	1	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
New Jersey	2020	49	0	0	0	0	3	46
	2021	46	1	0	0	0	4	43
	2022	43	2	0	0	0	2	43
New York	2020	50	2	0	0	0	11	41
	2021	41	3	0	0	0	1	43
	2022	43	3	0	0	0	5	41

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operation - Other Reasons	Outlets at End of the Year
North Carolina	2020	24	0	0	0	0	2	22
	2021	22	0	0	0	0	2	20
	2022	20	1	0	0	0	1	20
North Dakota	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Ohio	2020	18	1	0	0	0	2	17
	2021	17	1	0	0	0	1	17
	2022	17	0	0	0	0	1	16
Oklahoma	2020	10	0	0	0	0	0	10
	2021	10	0	0	0	0	0	10
	2022	10	0	0	0	0	1	9
Oregon	2020	9	3	0	0	0	0	12
	2021	12	1	0	0	0	0	13
	2022	13	0	0	0	0	0	13
Pennsylvania	2020	21	2	0	0	0	2	21
	2021	21	0	0	0	0	3	18
	2022	18	0	0	0	0	1	17
Rhode Island	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
South Carolina	2020	12	0	0	0	0	2	10
	2021	10	0	0	0	0	0	10
	2022	10	0	0	0	0	0	10
South Dakota	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Tennessee	2020	11	0	0	0	0	0	11
	2021	11	2	0	0	0	0	13
	2022	13	0	0	0	0	0	13
Texas	2020	110	2	0	0	0	7	105
	2021	105	2	0	0	0	3	104
	2022	104	2	0	0	0	3	103
Utah	2020	12	1	0	0	0	1	12
	2021	12	2	0	0	0	0	14
	2022	14	4	0	0	0	0	18
Virginia	2020	40	1	0	0	0	0	41
	2021	41	1	0	0	0	0	42
	2022	42	0	0	0	0	0	42

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operation - Other Reasons	Outlets at End of the Year
Washington	2020	23	3	0	0	0	0	26
	2021	26	2	0	0	0	0	28
	2022	28	6	0	0	0	1	33
Washington, D.C.	2020	1	1	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Wisconsin	2020	13	0	0	0	0	2	11
	2021	11	2	0	0	0	0	13
	2022	13	1	0	0	0	0	14
U.S. Virgin Islands	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
U.S. Totals	2020	935	48	0	0	0	56	927
	2021	927	52	0	0	0	31	948
	2022	948	35	0	0	0	31	952

*As of December 31, 2020, 13 of the 48 “Outlets Opened” were only open for online instruction and their physical Mathnasium Centers were not yet opened.

Table No. 4

STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2020 TO 2022

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
California	2020	7	0	2	0	2	7
	2021	7	0	0	0	4	3
	2022	3	0	0	0	0	3
Totals	2020	7	0	2	0	2	7
	2021	7	0	0	0	4	3
	2022	3	0	0	0	0	3

Table No. 5

PROJECTED OPENINGS AS OF DECEMBER 31, 2022

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
Alabama	2	2	0
California	19	19	0
Florida	3	3	0
Georgia	1	1	0
Hawaii	1	1	0
Idaho	2	2	0
Kentucky	1	1	0
Maryland	3	3	0
Massachusetts	1	1	0
Michigan	1	1	0
Minnesota	1	1	0
Missouri	1	1	0
New Jersey	3	3	0
New Mexico	1	1	0
New York	2	2	0
North Carolina	2	2	0
Ohio	2	2	0
Pennsylvania	2	2	0
South Carolina	1	1	0
Tennessee	2	2	0
Utah	3	3	0
Virginia	1	1	0
Washington	2	2	0
Washington, D.C.	1	1	0
Wisconsin	3	3	0
TOTAL	**61**	**61**	**0**

Exhibit A-1 lists the names of all franchises and the address and telephone numbers as of December 31, 2022.

Exhibit A-2 lists the contact name, city and state, and telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the unit franchise agreement in the fiscal year ended December 31, 2022; every franchisee who sold their franchise to a new owner during the fiscal year ended December 31, 2022; and every franchisee who has not communicated with us within the ten week period ending December 31, 2022. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last 3 fiscal years, we have not signed any confidentiality clauses with current or former franchisees as a result of settlement agreements or that restrict their ability to speak with current and former franchisees.

Mathnasium has not created, sponsored or endorsed any trademark-specific franchisee organizations associated with the Mathnasium franchise system being offered.

The following independent franchisee association has asked to be included in this disclosure document:

IAMF, an Independent Association of Mathnasium® Franchisees
A Chapter of the American Association of Franchisees & Dealers
PO BOX 10158
Palm Desert, CA 92255-1058
Phone: 619-209-3775; Fax: 866-855-1988; Email: iamf@aafdchapters.org

ITEM 21: FINANCIAL STATEMENTS

Exhibit B to this disclosure document contains our audited financial statements for the fiscal years ending December 31, 2022, 2021, and 2020.

ITEM 22: CONTRACTS

Exhibit C - Franchise Agreement
Attachments to Franchise Agreement:
Attachment 1: Territory
Attachment 2: General Release
Attachment 3: Schedule of Owners, Officers and Managers
Attachment 4: Guaranty and Assumption of Obligations
Attachment 5: Conditional Assignment of Telephone and Directory Listings
Attachment 6: Electronic Funds Transfer Authorization Form
Attachment 7: Statement of Prospective Franchisee
Exhibit D – Development Agreement
Exhibit F - State Addenda (if applicable for your state)
Exhibit G - Promissory Note for Additional Centers
Exhibit H – Form of Confidentiality/Non-Competition Agreement

ITEM 23: RECEIPTS

You will find copies of a detachable receipt in Exhibit I at the very end of this disclosure document.

EXHIBIT A-1

LIST OF FRANCHISEES AS OF DECEMBER 31, 2022

Center Personnel	Address	City	State	Zip Code	Center Phone Number or Email Address
Kevin Strickland*			AL		kstrickland@benchmarkits.com
Loretta Westry*			AL		drlow4math@gmail.com
Richard Scott	1345 Opelika Rd #6	Auburn	AL	36830	(334) 329-7225
Gayle Davison	410 Inverness Corners	Birmingham	AL	35242	(205) 437-3322
Michelle Knaupp	2124 Cecil Ashburn Drive	Huntsville	AL	35802	(256) 885-0886
Jeff Hussong	51 Nance Road, Suite 101	Madison	AL	35758	(256) 430-4053
Kevin Strickland	7721 Airport Blvd #E-130	Mobile	AL	36608	(251) 490-8890
Monica Virgil	3453 Malcolm Drive	Montgomery	AL	36116	(334) 356-1570
Loretta Westry	2737 Highway 280 S	Mountain Brook	AL	35223	(205) 437-1111
Mona Genelle Pernia	1800 McFarland Blvd E, Ste 303	Tuscaloosa	AL	35404	(205) 764-1901
James Bellamy	20320 I-30 Frontage Rd #120	Benton	AR	72019	(501) 794-6446
Nick Bartelt	103 SW Winstead Ln, Suite # 9	Bentonville	AR	72712	(479) 657-3000
Nick Bartelt	160 East Joyce Boulevard, Suite 108	Fayetteville	AR	72703	(479) 856-1007
James Bellamy	12800 Chenal Parkway #15	Little Rock	AR	72211	(501) 522-9101
Kunal Batra	39510 N Daisy Mountain Drive, Ste 166	Anthem	AZ	85086	(623) 551-7888
Betsy Washburn	29834 N Cave Creek	Cave Creek	AZ	85331	(602) 313-0901
Dave Franek	4040 S. Arizona Ave, Ste 13	Chandler	AZ	85248	(480) 895-6700
Dave Franek	5055 West Ray Road, Suite 19	Chandler	AZ	85226	(480) 782-1924
Betsy Washburn	16725 E. Avenue of the Fountains Bldg. C108	Fountain Hills	AZ	85268	(480) 688-3489
Suchita Desai	756 S. Gilbert Rd., #103	Gilbert	AZ	85296	(480) 782-7987
Suchita Desai	3244 E Guadalupe Rd	Gilbert	AZ	85234	(480) 214-3118
Kunal Batra	3780 W. Happy Valley Road	Glendale	AZ	85310	(623) 266-4260
Lynette Groves	20165 North 67th Avenue #107	Glendale	AZ	85308	(623) 566-1211
Karen Lossing	14175 W Indian School Road #A01	Goodyear	AZ	85338	(623) 213-8653
Suchita Desai	9221 E Baseline Road, Suite 103	Mesa	AZ	85209	(480) 646-3005
Karen Lossing	2836 N Power Rd	Mesa	AZ	85215	(480) 325-6284
Lynette Groves	24920 N Lake Pleasant Pkwy #105	Peoria	AZ	85383	(623) 428-6284
Lynette Groves	742 E Glendale Ave #158	Phoenix	AZ	85020	(602) 795-6668
Lynette Groves	4611 East Cactus Road	Phoenix	AZ	85032	(602) 494-2076

**denotes not yet opened*

Center Personnel	Address	City	State	Zip Code	Center Phone Number or Email Address
Lynette Groves	4730 E. Indian School Rd., Ste 107	Phoenix	AZ	85018	(602) 957-4500
Betsy Washburn	5355 E. High Street, Suite 109	Phoenix	AZ	85054	(602) 374-3445
Rusi Hartana	4025 E. Chandler Blvd, Ste 42	Phoenix	AZ	85048	(480) 706-6284
Karen Lossing	18471 East Queen Creek Rd, Suite 104	Queen Creek	AZ	85142	(480) 279-3122
Lynette Groves	10810 E. Via Linda, Suite 115	Scottsdale	AZ	85259	(480) 767-6284
Lynette Groves	20945 N Pima Rd, Ste 105	Scottsdale	AZ	85255	(480) 460-6677
Lynette Groves	15261 N Reems Road	Surprise	AZ	85374	(623) 533-4503
Ryan Bitikofer	1804 E Southern Ave #4	Tempe	AZ	85282	(480) 212-1070
Lynette Groves	8340 N. Thornydale RD. Ste# 170	Tucson	AZ	85741	(520) 638-5318
Lynette Groves	5605 E River Rd UNIT 101	Tucson	AZ	85750	(520) 989-0579
Aaron Chen*			CA		aarchen@gmail.com
Mark Yutan*			CA		mark@u10corporation.com
Carol Anne Bauman*			CA		(831) 621-5978
Dan Saposhnik*			CA		summerlin@mathnasium.com
Gurjit Manjal*			CA		manjal_s@yahoo.com
Alexander Juneja*			CA		alexjuneja1@gmail.com
Ronald Indech*			CA		(760) 349-6284
Simin Xu*			CA		siminxu@yahoo.com
Ronald Indech*			CA		rindech@yahoo.com
Shreya Trivedi*			CA		shreya.trivedi697@gmail.com
Xiaocong Mai*			CA		maixiaocong@ucla.edu
Yue Peng*			CA		yuepeng.act@gmail.com
Michelle Liu*			CA		michy.liu@gmail.com
Michael Stevenson*			CA		michaels@bhkcpas.com
Manjeet Peaker*			CA		peakermk@gmail.com
Michael Rosen*			CA		(805) 436-3020
Margarita Consuelo G. Pineda*			CA		margepineda@yahoo.com
Mitchell Gelfand*			CA		naomitchventures@gmail.com
Tinna Yoong-Hu*			CA		tinnayoong@gmail.com
Christopher Wood	2528 Blanding Ave	Alameda	CA	94501	(510) 814-6284
Andre Bertrand	1007 Solano Avenue	Albany	CA	94706	(510) 246-8772
Joy Strobel	5753 E. Santa Ana Canyon Rd Ste H	Anaheim Hills	CA	92807	(714) 307-8124
Dan Saposhnik	8950 W Olympic Blvd #113	Beverly Hills	CA	90211	(310) 550-6787
Archana Kapoor	4368 Bonita Rd #101	Bonita	CA	91902	(619) 946-5686

**denotes not yet opened*

Center Personnel	Address	City	State	Zip Code	Center Phone Number or Email Address
Mary Wall	1910 W. Burbank Blvd.	Burbank	CA	91506	(818) 842-6284
Angie Yuan	1853 El Camino Real	Burlingame	CA	94010	(650) 231-2220
Dan Saposhnik	26799 Agoura Rd Unit 6-C	Calabasas	CA	91302	(747) 999-6284
Nathaniel Mosk	2624 El Camino Real	Carlsbad	CA	92008	(760) 729-1890
Karen Lossing	3451 Via Montebello, Suite 190	Carlsbad	CA	92009	(760) 452-6150
Christopher Beech	13315 South St	Cerritos	CA	90703	(562) 653-9400
Shakeel Ahmed	9800 A Topanga Cyn Blvd	Chatsworth	CA	91311	(818) 867-9060
Joseph Lee	3330 Grand Ave, Ste C	Chino Hills	CA	91709	(909) 627-7497
Doug Wolf	884 Eastlake Parkway, Suite 1623	Chula Vista	CA	91914	(619) 600-3993
Linda Colosimo	5435 Clayton Rd, Ste D	Clayton	CA	94517	(925) 889-8046
Eric Gani	160 W Foothill Pkwy	Corona	CA	92882	(951) 272-6284
Lori Kim	435 E 17th St #7	Costa Mesa	CA	92627	(949) 637-6284
Mark Yutan	320 N Azusa Ave	Covina	CA	91722	(626) 269-9284
Eti Azeroual	4249 Overland Ave	Culver City	CA	90230	(310) 730-6432
Ravi Pillai	1035 S. De Anza Blvd.	Cupertino	CA	95129	(408) 973-8281
Javier Steve Santacruz	24841 Del Prado Ave	Dana Point	CA	92629	(949) 240-6284
Venugopal Chilamkur	612 4th St	Davis	CA	95616	(530) 756-0123
Nick Van Vliet	2020 S. Brea Canyon Rd. #A3	Diamond Bar	CA	91765	(909) 860-3781
Siva Donthamchetty	7723 Amador Valley Blvd.	Dublin	CA	94568	(925) 828-6284
Maya Diakoff	2127 Colorado Blvd	Eagle Rock	CA	90041	(323) 474-6136
Freya Mao	13394 Limonite Avenue, Suite B130	Eastvale	CA	92880	(951) 987-9887
Tommy Najarian	2828 Fletcher Parkway	El Cajon	CA	92020	(619) 464-6284
Nathan Pudewell	981 Governor Drive	El Dorado Hills	CA	95762	(916) 673-9119
Eti Azeroual	630 N. Sepulveda Blvd, #13-A	El Segundo	CA	90245	(310) 616-3181
Mark Harris	9630 Bruceville Road	Elk Grove	CA	95757	(916) 686-1234
Dan Saposhnik	17487 Ventura Blvd	Encino	CA	91316	(818) 285-8968
Rachelle Araos	1835 South Centre City Pkwy, Suite G	Escondido	CA	92025	(442) 999-5250
Jeff Pudewell	7840 Madison Ave, Suite 148	Fair Oaks	CA	95628	(916) 967-6222
Jeff Pudewell	817 Wales Drive	Folsom	CA	95630	(916) 983-6222
Mark Schnose	17122 Slover Ave Suite K-108	Fontana	CA	92337	southfontana@mathnasium.com
Eric Gani	14405 Baseline Ave #420	Fontana	CA	92336	(909) 822-6284
Angie Yuan	100 Grand Lane, Suite C	Foster City	CA	94404	(650) 242-7650
Kip Fisher	18585 Brookhurst Street	Fountain Valley	CA	92708	(714) 593-1500
Eric Pan	39650 Liberty Street Suite 160	Fremont	CA	94538	(510) 509-6284
Rick Castrapel	6021 N Palm Ave	Fresno	CA	93704	(559) 449-0104

**denotes not yet opened*

Center Personnel	Address	City	State	Zip Code	Center Phone Number or Email Address
Lindsay Morgan	1947 W Malvern Ave	Fullerton	CA	92833	(714) 646-6636
Trang Lukoff	1082 E Bastanchury Rd	Fullerton	CA	92835	(714) 987-3200
Mason Rhee	9240 Garden Grove Blvd #17	Garden Grove	CA	92844	(714) 696-8382
Mason Rhee	6731 Westminster Blvd, #107	Garden Grove	CA	92845	(714) 696-8951
Maya Diakoff	819 North Pacific Ave	Glendale	CA	91203	(818) 696-1060
Mark Yutan	1814A E. Route 66	Glendora	CA	91740	(626) 691-5430
David Greco	5738 Calle Real	Goleta	CA	93117	(805) 324-4918
Asif Meghani	17810 Chatsworth Street	Granada Hills	CA	91344	(818) 368-8249
Lyubov Kreshchuk	8303 Sierra College Blvd	Granite Bay	CA	95746	(916) 791-9119
Jason Chou	17138 Colima Road, Suite D	Hacienda Heights	CA	91745	(626) 600-1718
Gabriel Kong	22306 Foothill Blvd.	Hayward	CA	94541	(510) 662-9828
Archana Kapoor	6854 Edinger Ave	Huntington Beach	CA	92647	(657) 203-2304
David Peddie	15435 Jeffrey Road	Irvine	CA	92618	(949) 559-6284
David Peddie	13955 Yale Ave #C	Irvine	CA	92620	(949) 688-6284
Randy Ner	5321 C University Dr	Irvine	CA	92612	(949) 296-6284
Bo Park	649 Foothill Blvd	La Canada Flintridge	CA	91011	(818) 790-6284
Bo Park	2631 Foothill Blvd	La Crescenta-Montrose	CA	91214	(818) 248-6284
Tamara Walton	1568 Foothill Blvd.	La Verne	CA	91750	(909) 345-6284
Lisa Anderson	1701 Corporate Dr.	Ladera Ranch	CA	92694	(949) 429-3020
Ara Chakrabarti	3435 Mt. Diablo Blvd, Suite 200	Lafayette	CA	94549	(925) 283-4200
Javier Steve Santacruz	27281 La Paz Road, Suite L	Laguna Niguel	CA	92677	(949) 360-6284
Yue Peng	24301 Muirlands Blvd	Lake Forest	CA	92630	(949) 868-6488
Kenneth Han	4431 Candlewood St.	Lakewood	CA	90712	(562) 354-3559
Kristi Eugenio	6926 Federal Blvd	Lemon Grove	CA	91945	(619) 483-3160
Jonathan Bleecker	4471 First St	Livermore	CA	94551	(925) 292-8854
Aaron Chen	4450 California Place	Long Beach	CA	90807	(562) 340-6284
Michael Tomac	2115 N Bellflower Blvd	Long Beach	CA	90815	(562) 242-7170
Dan Saposhnik	5001 Wilshire Blvd #111	Los Angeles	CA	90036	(323) 643-9100
Kobad Bugwadia	14107 Winchester Blvd #M	Los Gatos	CA	95032	(408) 374-6284
David Peddie	500 S Sepulveda Blvd	Manhattan Beach	CA	90266	(310) 905-6284
Dan Saposhnik	13400 W Washington Blvd	Marina del Rey	CA	90292	(310) 821-5909
Angie Yuan	605 Cambridge Ave	Menlo Park	CA	94025	(650) 885-9918
Jacob Muller	247 Shoreline Hwy	Mill Valley	CA	94941	(415) 384-8272
Andrew Fry	12 S. Hillview Drive	Milpitas	CA	95035	(408) 263-0123
Connie Lee	27230 La Paz Rd #E	Mission Viejo	CA	92692	(949) 331-0046

**denotes not yet opened*

Center Personnel	Address	City	State	Zip Code	Center Phone Number or Email Address
Sahar Emara	340 W Huntington Dr	Monrovia	CA	91016	(626) 775-4133
Marzena Wisniewska	1410 Del Monte Center	Monterey	CA	93940	(831) 324 - 4785
Mark Yutan	1790 W Garvey Ave, Unit B	Monterey Park	CA	91754	(626) 888-9498
Henry Moore	754 New Los Angeles Ave Ste G1	Moorpark	CA	93021	(805) 322-8848
Sekhar Potluri	16315 Monterey Rd Ste #150	Morgan Hill	CA	95037	(408) 778-7515
Kobad Bugwadia	2510 West El Camino Real	Mountain View	CA	94040	(650) 941-6284
Jon Wang	3204 Jefferson St.	Napa	CA	94558	napa@mathnasium.com
Ryan Griggs	5837 Jarvis Ave	Newark	CA	94560	(510) 996-4260
Yasamine Mortazavi	2610 East Coast Highway	Newport Beach	CA	92625	(949) 538-2424
Sang Batoff	975 Diablo Avenue, Suite 106	Novato	CA	94947	(415) 209-0150
Andre Bertrand	4971 Broadway Ave	Oakland	CA	94611	(510) 858-0070
Christopher Wood	4971 Broadway Ave	Oakland	CA	94611	(510) 858-0070
Nita Arora	125 Old Grove Road, Suite 9	Oceanside	CA	92057	(760) 472-3742
Sahar Emara	2598 S Archibald Ave. # I	Ontario	CA	91761	(909) 930-5838
Larry Lifeng Huang	1549 East Katella Ave Suite C	Orange	CA	92867	(657) 348-4290
Ramamohanrao Jawadi	743 Hickey Blvd	Pacifia	CA	94044	(650) 667-6284
Skylar Kerzner	15233 La Cruz Dr.	Pacific Palisades	CA	90272	(310) 695-1502
Mark Yutan	900 Valley View Ave., Suite 4	Pasadena	CA	91107	(626) 510-6284
Salahaddin Refai	1300 Contra Costa Blvd #24	Pleasant Hill	CA	94523	(925) 222-3911
Ara Chakrabarti	915 Main Street, Suite D.	Pleasanton	CA	94566	(925) 462-8411
Mike Mulvey	13557 Poway Rd, Ste 514, Creekside Plaza	Poway	CA	92064	(858) 513-7887
Lenny Cholid	11460 Kenyon Way Ste 105	Rancho Cucamonga	CA	91701	(909) 758-0777
Roel Florentino	22431 Antonio Pkwy	Rancho Santa Margarita	CA	92688	(949) 888-6284
Jack Barton	1526 Barton Rd	Redlands	CA	92373	(909) 748-5884
David Peddie	1906 S Pacific Coast Hwy	Redondo Beach	CA	90277	(424) 247-7304
Beatrice Chan	1073 El Camino Real, Ste 100	Redwood City	CA	94063	(650) 486-0606
Jeff Pudewell	3201 Stanford Ranch Road #300	Rocklin	CA	95765	(916) 435-1400
David Peddie	805 Deep Valley Drive	Rolling Hills Estates	CA	90274	(424) 383-6284
Mark Harris	7451 Foothills Blvd., Ste. 150	Roseville	CA	95747	(916) 780-0333
Kevin Nguyen	7600 Greenhaven Dr Ste 4	Sacramento	CA	95831	(916) 755-0019

**denotes not yet opened*

Center Personnel	Address	City	State	Zip Code	Center Phone Number or Email Address
Jacob Muller	858 Sir Francis Drake Blvd	San Anselmo	CA	94960	(628) 400-4002
Jennifer Young	1050-D Admiral Court	San Bruno	CA	94066	(650) 922-3731
Javier Steve Santacruz	1051 Avenida Pico #A	San Clemente	CA	92673	(949) 481-6284
Heather Ballesteros	3345 Rosecrans Street, Suite A	San Diego	CA	92110	(619) 224-6284
Archana Kapoor	9460 Mira Mesa Blvd, Ste J	San Diego	CA	92126	(858) 800-4284
Tommy Najarian	10330 Friars Rd, #109	San Diego	CA	92120	(619) 281-6284
Janus Javier	3435 Del Mar Heights Rd, Ste 100	San Diego	CA	92130	(858) 755-6284
Lucille Capule	9873 Carmel Mountain Road	San Diego	CA	92129	(858) 578-2862
Karen Lossing	915 Pearl Street Ste. D/E	San Diego	CA	92037	(858) 335-5686
Karen Lossing	10537 4S Commons Drive, Ste 175	San Diego	CA	92127	(858) 312-8888
Shilpi Nair	2255 Judah St	San Francisco	CA	94116	(415) 212-8514
Ryan Griggs	3301 Fillmore St	San Francisco	CA	94123	(415) 525-3020
Andre Kvitka	3813 24th St	San Francisco	CA	94114	(415) 651-2332
Nathan Au	2621 Ocean Ave.	San Francisco	CA	94132	(415) 636-6284
Sekhar Potluri	4035 Evergreen Village Square, Ste #30	San Jose	CA	95135	(408) 876-4959
Sekhar Potluri	6181 Santa Teresa Blvd	San Jose	CA	95123	(408) 833-6210
Jennifer Krull	1375 Blossom Hill Rd. #37	San Jose	CA	95118	(408) 267-6284
Sekhar Potluri	171 Curtner Avenue Suite #20	San Jose	CA	95125	(408) 277-0457
Shweta Jha	1628 Hostetter Rd Unit A	San Jose	CA	95131	(408) 915-8876
Casey Magnuson	14 Creekside Drive Suite 104	San Marcos	CA	92078	(760) 593-7667
Mark Yutan	2010 Huntington Dr	San Marino	CA	91108	(626) 999-4933
Angie Yuan	3176 Campus Drive	San Mateo	CA	94403	(650) 762-6611
Ara Chakrabarti	2240 Camino Ramon, Suite 120	San Ramon	CA	94583	(925) 806-0600
Anna-Lena Gruendler	3398 S Bristol St	Santa Ana	CA	92704	(323) 688-6468
Angie Yuan	2740 El Camino Real	Santa Clara	CA	95051	(408) 940-0761
Tripp Merrifield Reed	19183 Golden Valley Road	Santa Clarita	CA	91387	(661) 271-0226
Nick Van Vliet	26584 Bouquet Canyon Rd	Santa Clarita	CA	91350	661-347-1012
Carol Anne Bauman	1642 Mission St	Santa Cruz	CA	95060	(831) 440-7574
Dan Saposhnik	2632 Wilshire Bl.	Santa Monica	CA	90403	(310) 829-7283
Vipula Roy	9535 Mission Gorge Rd	Santee	CA	92071	(619) 448-6284
Peter Chipman	245 Mt. Hermon Rd. Suite M	Scotts Valley	CA	95066	(831) 706-9907
Michael Tomac	1198 Pacific Coast Highway #E	Seal Beach	CA	90740	(562) 242-7742

**denotes not yet opened*

Center Personnel	Address	City	State	Zip Code	Center Phone Number or Email Address
Lorye Weiss	14452 Ventura Blvd	Sherman Oaks	CA	91423	(818) 380-0169
Geeta Singh	1555 Simi Town Center Way	Simi Valley	CA	93065	(805) 864-6605
Mark Yutan	1109 Fair Oaks Ave.	South Pasadena	CA	91030	(626) 532-7587
Andrew Landstedt	12427 Ventura Blvd	Studio City	CA	91604	(818) 358-3465
Jalpesh Chitalia	915 W El Camino Real	Sunnyvale	CA	94087	(408) 940-6284
Heather Ballesteros	30550 Rancho California Road Suite B201	Temecula	CA	92591	(951) 303-6284
Xiaocong Mai	9241 Las Tunas Dr.	Temple City	CA	91780	(626) 766-1662
Geeta Singh	925 Broadbeck Dr #102	Thousand Oaks	CA	91320	(805) 410-9994
Asif Meghani	636 E Janss Road	Thousand Oaks	CA	91360	(805) 777-8403
Century Shah	1611 Crenshaw Blvd #A	Torrance	CA	90501	(424) 337-0149
Pratima Murarka	2630 South Tracy Blvd Suite 130	Tracy	CA	95376	(209) 650-0345
Ramona Eshagh	2842 Geer Rd	Turlock	CA	95382	(209) 348-6284
Marlene Gemayel	13011 Newport Ave, #106	Tustin	CA	92780	(714) 731-1700
Shreya Trivedi	31075 Courthouse Dr.	Union City	CA	94587	(510) 400-9418
Titus Tjahjadi	354 W Foothill Blvd	Upland	CA	91786	(909) 660-6780
Nick Van Vliet	25912 McBean Pkwy	Valencia	CA	91355	(661) 425-3434
Mitchell Gelfand	1746-B S. Victoria Ave.	Ventura	CA	93003	(805) 525-6284
Kris Thomson	20 Main St H125	Vista	CA	92083	(760) 295-5535
Jason Chou	1221 North Grand Ave	Walnut	CA	91789	(626) 709-6284
Revati Sitarama	2846 Ygnacio Valley Road	Walnut Creek	CA	94598	(925) 930-9400
Rae Jiang	1414 S. Azusa Ave. #B20	West Covina	CA	91791	(626) 387-3639
Asif Meghani	30841 Thousand Oaks Blvd	Westlake Village	CA	91362	(818) 735-0007
Dan Saposhnik	21744 Ventura Blvd	Woodland Hills	CA	91364	(818) 883-6284
Lindsay Morgan	20513 Yorba Linda Blvd D9	Yorba Linda	CA	92886	714-912-6898
Stephen Peterson	15570 W 64th Ave. Unit C	Arvada	CO	80007	(720) 261-4550
Patricia Surman	1664 30th Street	Boulder	CO	80301	(303) 353-2574
Clay Brown	4714 Milestone Lane, Unit D	Castle Rock	CO	80104	(303) 663-6305
Clay Brown	4510 S. Reservoir Road, Suite C	Centennial	CO	80015	(720) 870-6284
Lane Bates	11435 E. Briarwood, Suite 500	Centennial	CO	80112	(303) 995-3826
Richard Holmes	740 Village Center Drive	Colorado Springs	CO	80919	(719) 265-6284
Susan Fraser	8824 N. Union Blvd.	Colorado Springs	CO	80920	(719) 494-2199
Allison Shride	2500 E 6th Avenue	Denver	CO	80206	(303) 333-6284
Allison Shride	5011 Happy Canyon Road	Denver	CO	80222	(720) 474-1878
Kristen Tomorszki	3550 W 38th Ave #40	Denver	CO	80211	(303) 502-8345
Ernesto Galicinao	10355 E Martin Luther King Blvd, Unit 140	Denver	CO	80238	(720) 550-7427

**denotes not yet opened*

Center Personnel	Address	City	State	Zip Code	Center Phone Number or Email Address
Reggie Kellum	2733 Council Tree Ave, Suite 107	Fort Collins	CO	80525	(970) 221-1432
William Chu	9579 South University Blvd	Highlands Ranch	CO	80126	(303) 471-7501
Monica Peeples	2770 Arapahoe Rd., Suite 114	Lafayette	CO	80026	(720) 890-9000
Kristen Tomorszki	7660 W. Virginia Ave, Unit A	Lakewood	CO	80226	(720) 594-6284
Clay Brown	12482 W. Ken Caryl Avenue #A-6	Littleton	CO	80127	(720) 420-0704
William Sweet	101 West Mineral Ave #110	Littleton	CO	80120	(303) 795-3114
Allison Shride	7735-2 West Long Dr	Littleton	CO	80123	(303) 979-9077
Elizabeth Camilli	1242 S Hover Street #A-200	Longmont	CO	80501	(720) 684-5384
Allison Shride	11211 S. Dransfeldt Rd. Ste 149	Parker	CO	80134	(303) 840-1184
Kristen Tomorszki	10443 Town Center Drive	Westminster	CO	80021	(303) 429-6284
Loretta Grebe	13644 Orchard Pkwy #700	Westminster	CO	80023	(303) 280-6284
David Lubner	1700 Post Rd, Suite E-4	Fairfield	CT	6824	(203) 259-6284
Elizabeth Schlater	63 Hebron Ave	Glastonbury	CT	6033	(860) 430-9633
David Lubner	407 East Putnam Ave Cos Cob	Greenwich	CT	6807	(203) 861-6284
Brad Whiteman	1000 Village Walk	Guilford	CT	6437	(203) 453-5300
Brad Whiteman	201 Cherry St	Milford	CT	6460	(203) 783-1490
Dmitriy Kriger	607 Main Ave	Norwalk	CT	6851	(203) 354-0357
Clarence Smith	1735 Ellington Road, Unit 7	South Windsor	CT	6074	(860) 432-7794
Jeff Guarino	1092 High Ridge Rd	Stamford	CT	6905	(203) 372-6284
Appoorva Saxena	123 Monroe Turnpike	Trumbull	CT	6611	(203) 261-0588
Maggie Tremaglio	1249 West Main St #4	Waterbury	CT	6708	(203) 757-1234
Daniel Aloi	1 Sedgwick Road	West Hartford	CT	6107	(860) 561-2747
Laura Hamel*			DC		(202) 991-2099
Laura Hamel	621 Pennsylvania Ave SE	Washington	DC	20003	(202) 975-6284
Laura Hamel	3706 Macomb St NW	Washington, D.C.	DC	20016	(202) 888-6882
Amar Tailor	578 West Main Street	Middletown	DE	19709	(302) 449-7053
Kama Friedman	2076 Naamans Rd	Wilmington	DE	19810	(302) 475-4444
Typhani Ali*			FL		typhanim.ali@gmail.com
Gibran Khan*			FL		(941) 432-6284
Rebecca McDaniels*			FL		(813) 565-1102
Daniel Markgraf	7331 52nd PL E	7331 52nd PL E	FL	34203	(941) 462-3883
David Loveland	1305 W Palmetto Park Rd	Boca Raton	FL	33486	(561) 447-0077
Mohamed (Mo) Khalil	9658 Glades Road Suite 225	Boca Raton	FL	33434	(561) 470-6284

**denotes not yet opened*

Center Personnel	Address	City	State	Zip Code	Center Phone Number or Email Address
Keith Collier	8794 W Boynton Beach Blvd., #107	Boynton Beach	FL	33472	(561) 320-1225
Steve Massey	2209 Santa Barbara Blvd	Cape Coral	FL	33991	(239) 540-6284
Andrew Kelly	2510-C McMullen Booth Rd.	Clearwater	FL	33761	(727) 799-3142
Ranette Williams Haynes	1675 Hancock Road, Suite 500	Clermont	FL	34711	(352) 988-2939
Mohamed (Mo) Khalil	5870 S Flamingo Road	Cooper City	FL	33330	(954) 441-6284
Mohamed (Mo) Khalil	5926 Coral Ridge Dr.	Coral Springs	FL	33076	(954) 441-6284
Shamiran Ninveh Dumont	20461 Old Cutler Rd.	Cutler Bay	FL	33189	(786) 732-1234
Adana Elder	4467 Commons Dr West # E	Destin	FL	32521	(850) 749-6284
Anand Pitre	10723 NW 58th Street	Doral	FL	33178	(844) 588-6284
John Francis	1545 County Road 220 #118	Fleming Island	FL	32003	(904) 592-7374
Mohamed (Mo) Khalil	2990 North Federal Highway	Fort Lauderdale	FL	33306	(954) 441-6284
Steve Massey	6891 Daniels Parkway, Suite #150	Fort Myers	FL	33912	(239) 226-6284
Jason Reeves	5835 SW 75th St.	Gainesville	FL	32608	(352) 519-4369
Mohamed (Mo) Khalil	3395 Sheridan St.	Hollywood	FL	33021	(954) 441-6284
Diby Roy	9802 Baymeadows Rd, #19	Jacksonville	FL	32256	(904) 201-1717
Kristine Fernandez	5907 Roosevelt Blvd.	Jacksonville	FL	32244	(904) 830-4700
Mohamed (Mo) Khalil	13770 Beach Blvd., #2	Jacksonville	FL	32224	(904) 619-1048
Lilian Rivero	2358 E Irlo Bronson Memorial Highway #B101	Kissimmee	FL	34744	(407) 749-6767
Lynn Byfield	4300 W. Lake Mary Blvd, Ste 1000	Lake Mary	FL	32746	(407) 878-0990
John Bradley Bates	4758 S Florida Ave	Lakeland	FL	33813	(863) 602-6050
Melissa Spicer	10500 Ulmerton Road, Suite 376	Largo	FL	33771	(727) 433-8219
Lynn Byfield	2425 W State Rd 434 F-169	Longwood	FL	32779	(407) 682-6284
Gaurav Shah	1829 Collier Parkway	Lutz	FL	33549	(813) 968-6284
Mohamed (Mo) Khalil	7820 N Wickham Rd	Melbourne	FL	32940	(321) 242-6284
Daniel Ventura	2451 NE 186th St #2&3	Miami	FL	33180	(786) 661-2895
Svetoslavi Boianov	18236 SW 147th Ave, Suite A3	Miami	FL	33187	(305) 394-9090
Laura Hamel	8320 S Dixie Hwy	Miami	FL	33143	(305) 433-7842
Milen Kunev	5050 Biscayne Blvd Ste 102	Miami	FL	33137	(786) 540-2733
Laura Hamel	2750 SW 26th Ave #G	Miami	FL	33133	(305) 974-1542

**denotes not yet opened*

Center Personnel	Address	City	State	Zip Code	Center Phone Number or Email Address
Shamiran Ninveh Dumont	13840 SW 8th Street	Miami	FL	33184	(305) 396-3202
Milen Kunev	519 W 41st St	Miami Beach	FL	33140	(877) 567-6284
Anand Pitre	15422a NW 77th Ct	Miami Lakes	FL	33016	(844) 588-6284
Laura Hamel	13664 North Kendall Drive	Miami,	FL	33186	(305) 274-3700
Mohamed (Mo) Khalil	6420 Naples Blvd #103	Naples	FL	34109	(239) 455-6284
Milen Kunev	12405 Biscayne Blvd	North Miami	FL	33181	(877) 567-6284
Gaurav Shah	12536 State Road 54	Odessa	FL	33556	(727) 362-6284
Mohamed (Mo) Khalil	865 N Alafaya Trail	Orlando	FL	32828	(407) 243-6284
Mohamed (Mo) Khalil	7536 Dr Phillips Blvd Ste 310	Orlando	FL	32819	(407) 243-6284
Steve Massey	12701 Narcoossee Rd. #170	Orlando	FL	32832	(407) 203-3333
Mohamed (Mo) Khalil	2649 S Orange Ave	Orlando	FL	32806	(407) 243-6284
Steve Massey	1793 East Broadway St.	Oviedo	FL	32765	(407) 365-6284
Nelson Massad	4039 Hood Rd	Palm Beach Gardens	FL	33410	(561) 626-5966
Nelson Massad	1375 SW Martin Highway	Palm City	FL	34990	(772) 600-5840
Emily Spicer	318 E Lake Rd S	Palm Harbor	FL	34685	(727) 771-9089
Laura Hamel	14461 S. Dixie Hwy	Palmetto Bay	FL	33176	(305) 974-1747
Mohamed (Mo) Khalil	14946 Pines Blvd	Pembroke Pines	FL	33027	(954) 441-6284
Adana Elder	1630 Airport Blvd. Suite 210	Pensacola	FL	32504	(850) 490-3606
Mohamed (Mo) Khalil	1838 N. Nob Hill Rd	Plantation	FL	33322	(954) 441-6284
Song Hudson	880 A1A N	Ponte Vedra	FL	32082	(904) 395-3904
Stevens Dormezil	10836 SW Tradition Pkwy	Port St. Lucie	FL	34987	(772) 310-6284
Jason Reeves	104 Bartram Oaks Walk	Saint Johns	FL	32259	(904) 287-2874
Jim Markgraf	4022 Cattlemen Road	Sarasota	FL	34233	(941) 962-6284
Marianne Martin	196 Capulet Drive, Suite #4	St. Augustine	FL	32092	(904) 295-8295
Mohamed (Mo) Khalil	5028 4th Street North	St. Petersburg	FL	33703	(727) 823-6284
Douglas Luciani	3122 Mahan Drive # 1104	Tallahassee	FL	32308	(850) 848-5900
Douglas Luciani	3439 Bannerman Road #101	Tallahassee	FL	32312	(850) 907-7171
Shannon Danielson	1536 S. Dale Mabry Hwy	Tampa	FL	33629	(813) 254-3800
Andrew Kelly	11669 Countryway Blvd.	Tampa	FL	33626	(813) 609-2820
Matthew Williamson	19056 Bruce B Downs Blvd	Tampa	FL	33647	(813) 644-7282
Bruce Buckler	14441 North Dale Mabry Highway	Tampa	FL	33618	(813) 962-6284
Rebecca McDaniels	1048 Bloomingdale Avenue	Valrico	FL	33596	(813) 655-6284
Brad Astleford	2057 Indian River Blvd	Vero Beach	FL	32960	(772) 222-6284

**denotes not yet opened*

Center Personnel	Address	City	State	Zip Code	Center Phone Number or Email Address
Keith Collier	10120 Forest Hill Blvd Ste #180	Wellington	FL	33414	(561) 320-1225
Gaurav Shah	28652 FL-54	Wesley Chapel	FL	33543	(813) 444-4567
Aaron Johnson	8993 Okeechobee Boulevard	West Palm Beach	FL	33411	(561) 210-5088
Shamiran Ninveh Dumont	2510 Florida Ave	West Palm Beach	FL	33401	(561) 421-6284
Mohamed (Mo) Khalil	1664 Market St	Weston	FL	33326	(954) 441-6284
Mohamed (Mo) Khalil	4014 Winter Garden Vineland Rd. Suite A	Winter Garden	FL	34787	(407) 243-6284
Mohamed (Mo) Khalil	601 N Orlando Ave	Winter Park	FL	32789	(407) 243-6284
Mohamed (Mo) Khalil	1425 Tuskawilla Road #259	Winter Springs	FL	32708	(407) 243-6284
Wade Hampton*			GA		(404) 631-6219
Andrew Solomon	2955 Peachtree Road N.E., Suite C	Atlanta	GA	30305	(404) 800-6499
Fengli Cao	4805 Briarcliff Rd NE	Atlanta	GA	30345	(404) 602-0101
Pete Zimmerman	4060 Peachtree Road	Atlanta	GA	30319	(678) 515-0131
Samir (Sam) Younis	549 Amsterdam Ave NE #3	Atlanta	GA	30306	(470) 231-1848
Jeff Rucker	205 Robert C. Daniel Jr. Pkwy	Augusta	GA	30909	(706) 737-1992
Brian Dycus	6323 Grand Hickory Dr	Braselton	GA	30517	(770) 415-6284
Stephen Stall	4108 Hamilton Mill Rd #230	Buford	GA	30519	(770) 545-0002
Karen Connelly	6768 Hickory Flat Highway, Suite 102	Canton	GA	30115	(678) 880-7592
Frederick Stoller	6501 Whitesville Rd, Ste 100	Columbus	GA	31904	(706) 322-4244
Shameka Jones	1895 Highway 20 South, Suite 200	Conyers	GA	30013	(678) 257-1650
Russell Tarsches	2667 Freedom Parkway	Cumming	GA	30041	(470) 567-6284
Todd Seibert	5850 North Vickery Street, Suite J2	Cumming	GA	30040	(770) 406-8701
Chris Lee	1152 Auburn Road	Dacula	GA	30019	(470) 485-5437
Geoffrey Dingle	80 Seven Hills Blvd.	Dallas	GA	30132	(678) 203-1644
Samir (Sam) Younis	1248 Clairmont Road #3C	Decatur	GA	30030	(404) 974-4690
Samir (Sam) Younis	2482 Jett Ferry Rd., Ste 660	Dunwoody	GA	30338	(470) 246-4514
Jeff Rucker	4219-1 Washington Rd	Evans	GA	30809	(706) 868-9393
Chris Lee	9945 Jones Bridge Road, Suite 105	Johns Creek	GA	30022	(770) 343-6284
Jeff Rucker	1114 GA Highway 96 Suite 2B	Kathleen	GA	31047	(478) 287-2084
Ludmila Rucker	900 Duluth Hwy #400	Lawrenceville	GA	30043	(678) 756-1392
Bala Kandoth	4045 Five Forks Trickum Rd SW	Lilburn	GA	30047	(470) 299-3451

**denotes not yet opened*

Center Personnel	Address	City	State	Zip Code	Center Phone Number or Email Address
Jeff Rucker	1625 Bass Rd #180	Macon	GA	31210	(478) 471-8477
Melanie Staus	1205 Johnson Ferry Rd. Suite 135	Marietta	GA	30068	(770) 578-6170
Inderjit Nandhra-Wassan	3600 Dallas Highway Suite 260	Marietta	GA	30064	(678) 403-2088
Anup Wassan	3600 Dallas Highway Suite 260	Marietta	GA	30064	(678) 403-2088
Geoffrey Dingle	50 Barrett Parkway, Suite 1040	Marietta	GA	30066	(678) 695-3799
Anup Wassan	13077 Hwy 9 N #620	Milton	GA	30004	northalpharetta@mathnasium.com
Inderjit Nandhra-Wassan	13077 Hwy 9 N #620	Milton	GA	30004	northalpharetta@mathnasium.com
Kevin Thi	4895 Peachtree Industrial Blvd Ste 104	Norcross	GA	30092	(770) 881-8462
Elizabeth Allred	1239 N Peachtree Pkwy	Peachtree City	GA	30269	(770) 487-4401
Aileen Clarkson	459 Pooler Pkwy	Pooler	GA	31322	(912) 330-0666
Melanie Staus	1165 Woodstock Road, Ste. 800	Roswell	GA	30075	(770) 518-3333
Fengli Cao	6780 Roswell Rd. Suite D-100A	Sandy Springs	GA	30328	(404) 334-3300
Aileen Clarkson	7046 Hodgson Memorial Dr	Savannah	GA	31406	(912) 355-5678
Sailesh Makhijani	4600 W Village Place	Smyrna	GA	30080	(770) 436-4949
Sengsavang Phosarath	1864 Scenic Highway North, Unit 200	Snellville	GA	30078	(770) 282-5124
Chris Lee	2631 Peachtree Parkway, Ste. 500	Suwanee	GA	30024	(770) 888-0284
Chris Lee	991 Peachtree Industrial Blvd, Ste 108	Suwanee	GA	30024	(678) 823-8000
Stephen Stall	1260 Mars Hill Road, Suite 126	Watkinsville	GA	30677	(706) 523-8353
Sengsavang Phosarath	2265 Towne Lake Pkwy	Woodstock	GA	30189	(678) 214-5544
Donovan Koki*			HI		(808) 353-8557
Erin Schulz	3184 Waialae Avenue #A	Honolulu	HI	96816	(808) 949-8545
Frederick Schulz	3184 Waialae Avenue #A	Honolulu	HI	96816	(808) 949-8545
Tommy Ericson	1620 N Ankeny Blvd, Suite 104	Ankeny	IA	50023	(515) 446-8910
Angela Valleroy	3256 Ridge Point	Bettendorf	IA	52722	(563) 424-1469
Jeanne Giles	1501 51st St NE	Cedar Rapids	IA	52402	(319) 393-6284
Alex Butter	2451 Coral Ct	Coralville	IA	52241	(319) 288-1192
Tanya Vadlapatla	2810 SE Grimes Blvd	Grimes,	IA	50111	(515) 253-8090
Daniel Gehlbach	160 S. 68th St Suite 1105	West Des Moines	IA	50266	(515) 440-6284
Reed Brown*			ID		reed@math4kidsutah.com
Craig Wilson*			ID		wilsoncegc@gmail.com
Reed Brown	3585 S. Federal Way	Boise	ID	83705	(208) 343-1989

**denotes not yet opened*

Center Personnel	Address	City	State	Zip Code	Center Phone Number or Email Address
Reed Brown	8249 W. Overland Road, Suite 190	Boise	ID	83709	(208) 376-6935
Jeffrey Barnard	3670 S. 25th East Suite #1	Idaho Falls	ID	83404	(208) 497-0710
Reed Brown	3036 N. Eagle Rd, Ste 140	Meridian	ID	83646	(208) 888-0020
Michael Ammer	1473 S Randall Rd	Algonquin	IL	60102	(847) 658-1234
Patrick Keane	1816 N. Arlington Heights Rd.	Arlington Heights	IL	60004	(847) 749-4034
Patrick Wells	444 North Eola Rd #104	Aurora	IL	60502	(630) 423-6943
Javier Steve Santacruz	106 N Northwest Highway #C	Barrington	IL	60010	(224) 634-6284
James Martin	270 S Weber Rd.	Bolingbrook	IL	60490	(630) 282-6020
Michael Ammer	468 W Half Day Road	Buffalo Grove	IL	60089	(847) 777-1772
Patrick Wells	26W232 Geneva Rd	Carol Stream	IL	60188	(630) 668-6284
Amy Becker	644 Northwest Highway	Cary	IL	60013	(224) 357-0975
Kevin Kim	2110 S. Neil St	Champaign	IL	61820	(217) 298-1345
Patrick Wells	8 South Peoria	Chicago	IL	60607	(312) 492-6284
Mark Kriston	1444 W. Fullerton Ave.	Chicago	IL	60614	(773) 880-6284
Laurie Bryant	1326 E 53rd St	Chicago	IL	60615	(773) 830-6284
Mark Kriston	1754 W Wilson Avenue	Chicago	IL	60640	(773) 880-6284
Michael Ammer	6500 Northwest Hwy, 28W Crystal Lake Plaza	Crystal Lake	IL	60014	(815) 526-3453
Jagat Shah	2009 63rd St	Downers Grove	IL	60516	(630) 963-6284
Patrick Wells	275 N York St.	Elmhurst	IL	60126	(331) 225-2181
Amaechi Onyeali	9834 South Western Ave	Evergreen Park	IL	60805	(708) 636-6284
Asmaa Elshareif	20245 South La Grange Road	Frankfort	IL	60423	(815) 806-7700
Patrick Wells	1064 Commons Drive	Geneva	IL	60134	(630) 945-3147
Patrick Wells	712 Roosevelt Rd	Glen Ellyn	IL	60137	(630) 469-6284
Javier Steve Santacruz	2650 Valor Drive	Glenview	IL	60026	(847) 998-0900
Cynthia Krol Owen	Port Clinton Square 600 Central Avenue, Suite 142	Highland Park	IL	60035	(847) 432-5050
Javier Steve Santacruz	554 Green Bay Rd	Kenilworth	IL	60043	(847) 251-3200
Jana Frank	1 1/2 South Waiola Avenue	La Grange	IL	60525	(708) 582-6593
Javier Steve Santacruz	514 Western Avenue	Lake Forest	IL	60045	(847) 295-6284
Javier Steve Santacruz	116 N Milwaukee Ave	Libertyville	IL	60048	(224) 864-6284
Berish Cardash	6520 N. Lincoln Ave	Lincolnwood	IL	60712	(847) 983-8247
Jana Frank	905 E Rand Rd Ste 700	Mount Prospect	IL	60056	(847) 818-9755
Javier Steve Santacruz	790 Royal St. George Drive	Naperville	IL	60563	(630) 281-2384
Harish Pai	3344 South Rt 59 #110	Naperville	IL	60564	(630) 219-0505

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Center Personnel	Address	City	State	Zip Code	Center Phone Number or Email Address
Amy Mast	1503 E College Ave, Suite H	Normal	IL	61761	(309) 585-0733
Kim Rosenblum	7601 W Montrose Ave	Norridge	IL	60706	(872) 222-5042
Jana Frank	1101 Chicago Ave	Oak Park	IL	60302	(708) 613-4007
Omar Ali	17W434 W. 22nd St.	Oakbrook Terrace	Il	60181	(630) 279-4321
Greg Marston	210 Hartman Lane, Suite 100	O'Fallon	IL	62269	(618) 624-6402
Ailene Shan	15864 LaGrange Road	Orland Park	IL	60462	(708) 966-9879
Brad Haber	141 W Northwest Hwy	Palatine	IL	60067	(847) 496-4373
Jaghik Arzoumanian	112 N. Northwest Hwy	Park Ridge	IL	60068	(224) 585-6151
Megan Curtale	5832 N Knoxville Ave, Suite H1	Peoria	IL	61614	(309) 394-0394
Ingrid Zhou	6876 Spring Creek Rd	Rockford	IL	61114	(815) 919-6284
Yousef Talafha	5308 Williams Drive	Roscoe	IL	61073	(815) 623-6954
Kimberly Streen	742 E Schaumburg Rd	Schaumburg	IL	60194	(847) 379-7100
Berish Cardash	3453 W Dempster St	Skokie	IL	60076	(847) 677-6284
Javier Steve Santacruz	100 W Higgins Rd	South Barrington	IL	60010	(847) 783-5500
Michael Ammer	590 Randall Rd	South Elgin	IL	60177	(224) 535-8755
Oscar Im	475 W. Liberty Street	Wauconda	IL	60084	(224) 993-0526
Omar Ali	6300 S. Robert Kingery Highway #210	Willowbrook	IL	60527	(630) 789-6284
Javier Steve Santacruz	1060 Gage Street	Winnetka	IL	60093	(847) 786-8638
Susan Kolozsvari	621 S. Dan Jones Rd	Avon	IN	46123	(317) 680-1980
Mohamed (Mo) Khalil	315 W Northfield Dr	Brownsburg	IN	46112	(317) 754-6284
Brett Baltz	365 West 116th St, Suite 130	Carmel	IN	46032	(317) 846-6284
Daniel Fendley	1225 Veterans Parkway, Suite 300	Clarksville	IN	47129	(812) 668-6284
Punam Karmacharya	12244 E 116th St #200	Fishers	IN	46037	(317) 733-5000
Christopher Brickley	7225 Heritage Square Drive Suite 228	Granger	IN	46530	(888) 850-6284
Shravan Panuganti	5649 Pebble Village Ln	Noblesville	IN	46062	(317) 795-1059
Dinshaw Balsara	1525 US-41 #C-6a	Schereville	IN	46375	(219) 308-1952
Mohamed (Mo) Khalil	10725 N Michigan Rd	Zionsville	IN	46077	(317) 733-9100
Vane Lucas	3630 W 95th St	Leawood	KS	66206	(913) 642-6284
Vane Lucas	6753 W. 119th Street	Overland Park	KS	66209	(913) 642-6284
Vane Lucas	7951 W. 160th Street Suite 515	Overland Park	KS	66223	(913) 642-6284
Richard Conklin	10243 W. 21st St N. Suite 103	Wichita	KS	67205	(316) 773-1234
Richard Conklin	8338 E 21st St N #312	Wichita	KS	67206	(316) 558-5960
Daniel Fendley*			KY		859-648-6284

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Center Personnel	Address	City	State	Zip Code	Center Phone Number or Email Address
Daniel Fendley	8156 Mall Road	Florence	KY	41042	(859) 618-6284
Timothy Scifres	3801 Dylan Place, Suite 112	Lexington	KY	40514	(859) 219-0001
Mohamed (Mo) Khalil	4123 Shelbyville Rd	Louisville	KY	40207	(502) 409-6284
Mohamed (Mo) Khalil	9494 Brownsboro Rd	Louisville	KY	40241	(502) 409-6284
Mohamed (Mo) Khalil	13303 Shelbyville Road Suite 103	Middletown	KY	40223	(502) 409-6284
Ryan Booth	7731 Perkins Rd #135	Baton Rouge	LA	70810	(225) 753-6284
Faysal Tay	2645 Manhattan Blvd #E-2	Harvey	LA	70058	(504) 500-6284
Hermann Schulze	2207 Kaliste Saloom Rd #C	Lafayette	LA	70508	(337) 984-6284
Hermann Schulze	701 Dante St #D	New Orleans	LA	70118	(504) 676-6284
Ryan Booth	17316 Airline Hwy, Ste Q	Prairieville	LA	70769	(225) 753-6284
Vishal Patel	1409 East 70th Street, Suite 115	Shreveport	LA	71105	(318) 618-6284
Francine Coleman*			MA		(781)659-1225
Susri Anuradha	136 Great Road	Acton	MA	1720	(978) 795-4360
Michael Adler	64 Concord Ave	Belmont	MA	2478	(617) 484-8400
Sarah Yoon	142 Brimbal Ave	Beverly	MA	1915	(978) 922-2200
Michael Adler	1345 Beacon Street	Brookline	MA	2446	(617) 906-8000
Taimur Kiddie	95 Washington Street #504	Canton	MA	2021	(781) 381-4040
Susan Pina	380 Chief Justice Cushing Hwy h	Cohasset	MA	2025	(781) 923-1295
Victor Lee	626 Washington Street	Dedham	MA	2026	(781) 686-1130
Francine Coleman	2117 Washington Street	Hanover	MA	2339	(781) 659-1225
Susri Anuradha	10 Muzzey St	Lexington	MA	2421	(707) 709-6284
Alison McDonough	785 Williams St.	Longmeadow	MA	1106	(413) 612-2877
Mohamad Omran	57 Snow Road	Marshfield	MA	2050	(781) 536-4911
Myrtha Chang	1299 Highland Ave	Needham	MA	2492	(617) 221-9333
Myrtha Chang	1349 Centre Street	Newton Ctr	MA	2459	(617) 221-9333
Brian Corcoran	483 Chickering Rd	North Andover	MA	1845	(978) 806-2599
Peter Nelson	10010-G Shops Way	Northborough	MA	1532	(508) 980-5805
Qasim Beg	485 Main St	Reading	MA	1867	(617) 416-4353
Susri Anuradha	383 Boston Post Road	Sudbury	MA	1776	(707) 709-6284
Shun Ke Ho	944C Main Street	Walpole	MA	2081	(508) 734-5640
Myrtha Chang	464 Washington St	Wellesley	MA	2482	(617) 221-9333
Myrtha Chang	111 Elm St	West Newton	MA	2465	(617) 221-9333
Monika Soni	235 Littleton Road	Westford	MA	1886	(978) 878-8785
Keri deGateno*			MD		keri.dega@gmail.com
Kama Friedman*			MD		kama.friedman@mathnasium.com

**denotes not yet opened*

Center Personnel	Address	City	State	Zip Code	Center Phone Number or Email Address
Aekta Patel*			MD		aektapatel92@gmail.com
Kama Friedman	2341 N Forest Dr.	Annapolis	MD	21401	(410) 266-6200
James Temple	600 Wyndhurst Ave	Baltimore	MD	21210	(443) 863-0531
John Cole	516 Baltimore Pike	Bel Air	MD	21014	(410) 638-6284
Karen Taylor	10914 Baltimore Ave #B	Beltsville	MD	20705	(301) 296-3120
Barry Fausnaugh	4918 Fairmont Ave	Bethesda	MD	20814	(301) 652-6284
Yemisi Akinneye	15231 Hall Rd #107	Bowie	MD	20721	(240) 552-9633
Kama Friedman	44980 St. Andrews Church Road Unit E	California	MD	20619	(301) 737-1357
Swati Ghosh	12250 Clarksville Pike #D	Clarksville	MD	21029	(443) 221-4040
James Temple	8827 Centre Park Drive	Columbia	MD	21045	(410) 997-6284
Shashi Ampani	1161 Md. Rt. 3	Crofton	MD	21054	(301) 776-6284
Khalid Boushaba	9809 Main St Suite 105	Damascus	MD	20872	(240) 913-5826
Kama Friedman	10735 Town Center Blvd, Suite 7	Dunkirk	MD	20754	(410) 286-2841
Kama Friedman	3290 Pine Orchard Lane	Ellicott City	MD	21042	(443) 863-6284
Xiao Zeng	905 W. 7th Street	Frederick	MD	21701	(240) 577-6284
Kama Friedman	12150 Darnestown Rd	Gaithersburg	MD	20878	(240) 252-1184
Sulekha Gautam	9132 Rothbury Drive	Gaithersburg	MD	20886	(240) 801-6308
Kama Friedman	12800 Middlebrook Rd	Germantown	MD	20874	(301) 363-4744
Gail Reisman	5268 Nicholson Ln	Kensington	MD	20895	(301) 468-6284
Yemisi Akinneye	9101 Woodmore Centre Drive	Lanham	MD	20706	(240) 324-6708
Aubrey Hamto	10559 Greenbelt Rd	Lanham	MD	20706	(301) 200-1285
Barry Fausnaugh	10095 Washington Blvd N #136	Laurel	MD	20723	(240) 233-2200
Khalid Boushaba	411 E Ridgeville Blvd	Mt Airy	MD	21771	(240) 552-9445
Barry Fausnaugh	4136 E Joppa Rd #J	Nottingham	MD	21236	(443) 588-8117
Sivakumar Edaichamy	18157 Village Center Dr	Olney	MD	20832	(240) 244-6284
Srinivas Gunukula	9433 Common Brook Rd #100	Owings Mills	MD	21117	(443) 379-6284
Jeffrey Romanoff	1433 Reisterstown Rd	Pikesville	MD	21208	(410) 862-1005
Kama Friedman	10154 River Road	Potomac	MD	20854	(301) 747-6284
Kama Friedman	20 Courthouse Square	Rockville	MD	20850	(301) 768-4255
Kama Friedman	558D Governor Ritchie Highway	Severna Park	MD	21146	(410) 544-6284
Stella Zhang	732 Cloverly St	Silver Spring	MD	20905	(301) 879-2848
Barry Fausnaugh	1133 East West Highway	Silver Spring	MD	20910	(240) 455-5055
Viraj Kularatna	1207 Liberty Rd. #D-104	Sykesville	MD	21784	(443) 609-4146
Jena Harris	3022 Festival Way	Waldorf	MD	20601	(301) 310-7482
Nancy Thomas	343 Gorham Rd	South Portland	ME	4106	(207) 536-6888
Amanda Farrell*			MI		pussehla@gmail.com
Vera (Wei) Chiu	2310 E. Staduim Blvd Ste A2	Ann Arbor	MI	48104	(734) 725-2588

**denotes not yet opened*

Center Personnel	Address	City	State	Zip Code	Center Phone Number or Email Address
Kimberly Smith	2511 W Maple Rd	Bloomfield Township	MI	48301	(248) 723-2225
Kimberly Smith	5712 N. Canton Center Road	Canton	MI	48187	(734) 459-6284
Kimberly Smith	2540 Union Lake Road	Commerce Township	MI	48382	(248) 880-6798
Nora Farhat	22189 Michigan Ave	Dearborn	MI	48124	(313) 400-4133
Mohamad Al-Saqer	23344 Farmington Rd	Farmington	MI	48336	(313) 296-3162
Karen Ross	6080 28th St.	Grand Rapids	MI	49546	(616) 956-5600
Angela Fears	19869 Mack Ave.	Grosse Pointe	MI	48236	(313) 451-6284
Amanda Farrell	572 N Lapeer Rd	Lake Orion	MI	48362	(248) 690-9627
Andrea Holtz Marble	21930 23 Mile Road	Macomb	MI	48042	(586) 221-2876
Patrick Figurski	17939 Haggerty Rd.	Northville	MI	48168	(248) 308-1038
Patrick Figurski	47968 Grand River	Novi	MI	48374	(248) 679-4448
Graham Goble	3520 Okemos Rd #5	Okemos	MI	48864	(517) 347-3200
Logan Grabowski	515 S Washington Ave	Royal Oak	MI	48067	(248) 432-0565
Andrea Holtz Marble	45983 Hayes Road	Shelby Twp	MI	48315	(586) 532-6500
Diana Badr	1075 E. Long Lake Rd.	Troy	MI	48085	248-234-4926
Kimberly Smith	6333 Orchard Lake Road	West Bloomfield	MI	48322	(248) 851-6284
Aaron Chen*			MN		aarchen@gmail.com
Robert Tarnowski	5262 Kyler Ave NE, Suite 116	Albertville	MN	55301	(763) 269-6969
Robert Tarnowski	1573 154th Ave NW #108	Andover	MN	55304	(763) 269-6969
Robert Tarnowski	1548 125th Ave NE	Blaine	MN	55449	(763) 269-6969
Kevin Peterson	5111 W 98th St	Bloomington	MN	55437	(952) 886-4382
Robert Tarnowski	9724 Schreiber Terrace North	Brooklyn Park	MN	55445	(763) 269-6969
Seshu Peri	2645 W 78th St	Chanhassen	MN	55317	(952) 474-6284
Pauline Ngoc Ho	7430 80th Street, Suite 104	Cottage Grove	MN	55016	(651) 560-5477
Bari Kahar	1004 Diffley Road, Suite #100	Eagan	MN	55123	(612) 440-6284
Fayez Dameh	16378 Wagner Way	Eden Prairie	MN	55344	(952) 500-2138
Robert Tarnowski	7104 Amundson Avenue	Edina	MN	55439	(763) 269-6969
Judith Shoulak	7926 Olson Memorial Highway	Golden Valley	MN	55427	(612) 642-1123
Robert Tarnowski	17581 Glasgow Ave	Lakeville	MN	55044	(763) 269-6969
Rick Sartell	521 Hope St	Mankato	MN	56001	(507) 345-3276
Robert Tarnowski	13720 83rd Way	Maple Grove	MN	55369	(763) 269-6969
Robert Tarnowski	5315 Lyndale Ave. S	Minneapolis	MN	55419	(763) 269-6969
Seshu Peri	4785 County Road 101	Minnetonka	MN	55345	(952) 500-2139
Sachin Gore	5871 Neal Ave N	Oak Park Heights	MN	55082	(651) 300-2252
Kevin Peterson	3505 Vicksburg Lane N	Plymouth	MN	55447	(763) 567-8143

**denotes not yet opened*

Center Personnel	Address	City	State	Zip Code	Center Phone Number or Email Address
Gayathree Subramaniam	3780 Marketplace Drive NW, Suite 103	Rochester	MN	55901	(507) 722-2732
Robert Tarnowski	14043 S. Highway 13	Savage	MN	55378	(763) 269-6969
Robert Tarnowski	5610 W 36th St	St. Louis Park	MN	55416	(763) 269-6969
Stephanie Goette	649 S. Snelling Avenue	St. Paul	MN	55116	(651) 698-6284
Jenna Ahlschlager	388 3rd Street NE	Waite Park	MN	56387	(320) 281-5355
Peter Atakpu	4715 Highway 61 North	White Bear Lake	MN	55110	(651) 888-2541
Sachin Gore	1125 Woodbury DR Suite 600	Woodbury	MN	55129	(651) 409-6284
Stephanie Goette	1125 Woodbury DR Suite 600	Woodbury	MN	55129	(651) 409-6284
Lara Thornley Hall*			MO		202.271.3799
Jody Doppelt	3103 W. Broadway, Suite 103	Columbia	MO	65203	(573) 445-7040
Mohammed Riad	12509 Olive Blvd	Creve Coeur	MO	63141	(314) 548-6810
Anton Makalintal	110 N Kirkwood	Des Peres	MO	63131	(314) 858-1188
Mohammed Riad	6251 Ronald Reagan Dr.	Lake St. Louis	MO	63367	(636) 466-5033
Barry Sanders	217 Rte 291	Lee's Summit	MO	64086	(816) 550-5876
Scott Kinsey	1839 E Independence St, Suite W	Springfield	MO	65804	(417) 633-7227
Anton Makalintal	8859C Ladue Rd	St. Louis	MO	63124	(314) 863-5454
David Reed	7123 Mexico Road	St. Peter's	MO	63376	(636) 812-6284
Anton Makalintal	1232 Town and Country Crossing Drive	Town and Country	MO	63017	(636) 527-4955
David Bannen	2446 Taylor Road	Wildwood	MO	63040	(636) 875-1175
Daniel Markgraf	5155 Goodman road Suite 110	Olive Branch	MS	38654	(662) 782-5196
Alexander Dargel*			NC		alexdargel@gmail.com
Chris Hudson*			NC		(704) 883-5355
Carli Leicht Sonntag	962 US Highway 64	Apex	NC	27523	(919) 465-3907
Patricia Gage	7409 Sunset Lake Rd	Apex	NC	27539	(919) 577-6284
Matrice Williams	3253 S Church St	Burlington	NC	27215	(336) 792-7000
Jeffrey McCarthy	489 James Jackson Ave.	Cary	NC	27513	(919) 388-9888
Denise Caballero	10120 Green Level Church Road	Cary	NC	27519	(919) 535-8892
Ioannis Melenikiotis	1728 Fordham Blvd #123	Chapel Hill	NC	27514	(919) 490-5151
Katrina Smith	4805 Park Rd., Suite 105	Charlotte	NC	28209	(980) 498-7843
Katrina Smith	7510 Pineville Matthews Road	Charlotte	NC	28226	(980) 237-2152
Krista Adams	8133 Ardrey Kell Road, Suite 102	Charlotte	NC	28277	(704) 844-2717
Alexander Dargel	5806 A-3 Prosperity Church Rd	Charlotte	NC	28269	(704) 940-2882
Matsanga Kombila-Campbell	2844 Freedom Parkway Drive #4	Fayetteville	NC	28314	910-967-7699

**denotes not yet opened*

Center Personnel	Address	City	State	Zip Code	Center Phone Number or Email Address
Maria Abad Butt	117 Timber Drive	Garner	NC	27529	(919) 977-1803
Chris Hofer	1604-C Highwoods Boulevard	Greensboro	NC	27410	(336) 855-5558
Patricia Gage	7264 GB Alford Highway	Holly Springs	NC	27540	(919) 762-7275
Daniel Burdi	9719-A Sam Furr Road	Huntersville	NC	28078	(704) 412-4386
Daniel Burdi	657 Brawly School Road Suite A	Mooresville	NC	28117	(704) 312-4122
Jeffrey McCarthy	14460 New Falls of Neuse Rd	Raleigh	NC	27614	(919) 790-7977
Jeffrey McCarthy	7920 Skyland Ridge Parkway	Raleigh	NC	27617	(919) 957-0600
Maggie Hu	2456 Wycliff Rd	Raleigh	NC	27607	(919) 510-5553
Maria Abad Butt	7713 Lead Mine Road	Raleigh	NC	27615	(919) 706-5483
Thane Taylor	2511 Kirsten Lane S #103	Fargo	ND	58104	(701) 566-3374
Cary Paulin	3605 N 147th Suite #105	Omaha	NE	68116	(402) 452-3001
Joseph Wherry	1314 North 205th Street, Suite E	Omaha	NE	68022	(402) 268-5410
Matthew Manes	17525 Gold Plaza #102	Omaha	NE	68130	(402) 676-6121
Michelle Koester	304 Olson Drive #113	Papillion	NE	68046	(844) 984-6284
Richard Critz	1 Bicentennial Drive	Manchester	NH	3104	(603) 644-1234
Ya-Tang Chang	257 Daniel Webster Hwy	Nashua	NH	3060	(603) 242-2004
Matthew Schiumo*			NJ		(201) 986-8080
Jaymin Patel*			NJ		jayminkapish@yahoo.com
Berish Cardash*			NJ		(773) 800-1665
Jodi Ralston	12 Lyons Mall	Basking Ridge	NJ	7920	(973) 377-6284
Priyanka Sarkar	340 Bloomfield Ave.	Caldwell	NJ	7006	(862) 210-6240
Jodi Ralston	650 Shunpike Road, Unit #1	Chatham Township	NJ	7928	(973) 377-6284
Bryan Cooke	Greentree Place 1892 E. Route 70, Suite 3C	Cherry Hill	NJ	8003	(856) 874-0050
Mohamed (Mo) Khalil	35 Vervalen St.	Closter	NJ	7624	(201) 891-6284
Hing Lum	26 Bloomfield Ave	Denville	NJ	7834	(973) 784-4480
Pooja Chandawalla	319 U.S. 130 North	East Windsor	NJ	8520	(609) 308-6284
Janki Shah	1945 Oak Tree Road	Edison	NJ	8820	(732) 477-6284
Matthew Diamond	105 N. Dean St.	Englewood	NJ	7631	(201) 431-5510
Sunita Jagtiani-Sanghvi	276 US-202/31, Suite 110	Flemington	NJ	8822	(908) 336-2841
Benedict Zoe	246 Main Street, Unit A	Fort Lee	NJ	7024	(201) 461-6284
Rudolfo Danileo (Dan) Valer	327 W. Main Street	Freehold	NJ	7728	(732) 414-6284
Michael Huang	230 Rock Rd	Glen Rock	NJ	7452	(201) 444-8020
Charles Fung	601 Route 206, #22	Hillsborough	NJ	8844	(908) 202-6090
Naresh Jessani	260 Grove St.	Jersey City	NJ	7302	(201) 434-6284

**denotes not yet opened*

Center Personnel	Address	City	State	Zip Code	Center Phone Number or Email Address
Danna Seyam	135 N Beverwyck Rd	Lake Hiawatha	NJ	7054	(973) 335-6284
Jodi Ralston	35 East Northfield Road	Livingston	NJ	7039	(973) 377-6284
Rohit Gupta	56 Union Ave	Manasquan	NJ	8736	(732) 528-6284
Steven Paul	460 County Road 520	Marlboro	NJ	7746	(732) 490-5725
Pooja Chandawalla	1918 Washington Valley Road	Martinsville	NJ	8836	(732) 764-6284
John Napoli	546 State Route 35; Union Square Shopping Center	Middletown	NJ	7748	(732) 842-6284
Rudolfo Danileo (Dan) Valer	475 Spotswood Englishtown Rd	Monroe Township	NJ	8831	(732) 665-6284
Angela De La Rosa	147 Valley Road	Montclair	NJ	7042	(973) 707-7081
Annette Brown	127 Ark Road, Store no. 10	Mt. Laurel	NJ	8054	(856) 441-2356
Deenaz Narvel	127 Bridgeton Pike #C	Mullica Hill	NJ	8062	(856) 888-6284
Manish Jain	1825, US Route 130	North Brunswick	NJ	8902	(732) 317-8761
Pratiksha Jogani	231 Franklin Avenue	Nutley	NJ	7110	(973) 737-2030
Jennifer Zhang	1 Tree Farm Road, Suite 102	Pennington	NJ	8534	(609) 483-6284
Charles Fung	4 Market Street	Plainsboro	NJ	8536	(609) 716-6284
Jennifer Zhang	301 North Harrison St	Princeton	NJ	8540	(609) 256-6284
Mohamed (Mo) Khalil	503 Franklin Turnpike, Ste 9	Ramsey	NJ	7446	(201) 891-6284
Benedict Zoe	470 Kinderkamack Rd	River Edge	NJ	7661	201.969.6284
Husam Wadi	649 Westwood Ave	River Vale	NJ	7675	(201) 358-6284
Daawn Ruffin	1057 Washington Blvd	Robbinsville	NJ	8691	(609) 423-6284
Raymond Muller	8 Town Center Drive, Suite 4	Sparta	NJ	7871	(973) 726-6284
Jodi Ralston	85 Summit Avenue	Summit	NJ	7901	(973) 377-6284
Matthew Diamond	1374 Queen Anne Rd	Teaneck	NJ	7666	(201) 862-1600
Barbara Koehler	1747 Hooper Avenue, Suite 7	Toms River	NJ	8753	(732) 255-6284
James Campora	326 Chestnut St.	Union	NJ	7083	908-325-9069
Bob D'Orazio	Cross Keys Place 141 Tuckahoe Road, Suite 320	Washington Township	NJ	8080	(856) 875-1234
Mohamed (Mo) Khalil	9 Preakness Shopping Ctr	Wayne	NJ	7470	(201) 891-6284
Jodi Ralston	1010 South Avenue West	Westfield	NJ	7090	(973) 377-6284
Mohamed (Mo) Khalil	319 Franklin Ave, Unit 104	Wyckoff	NJ	7481	(201) 891-6284
Philip Connor*			NM		(505) 570-2707
Nick Mele	25 E Horizon Ridge Pkwy #110	Henderson	NV	89002	(725) 205-1009
Nick Mele	55 S. Valle Verde Dr	Henderson	NV	89012	(702) 445-7683
Nick Mele	2850 Bicentennial Parkway Suite 110	Henderson	NV	89044	(702) 979-6282

**denotes not yet opened*

Center Personnel	Address	City	State	Zip Code	Center Phone Number or Email Address
Dan Saposhnik	3330 South Hualapai Way Suite 140	Las Vegas	NV	89117	(702) 608-4804
Dan Saposhnik	8680 West Warm Springs Road #160	Las Vegas	NV	89148	(702) 823-2777
Dan Saposhnik	5765 Centennial Center Blvd, Suite # 140	Las Vegas	NV	89149	(702) 228-1150
Dan Saposhnik	11700 West Charleston Blvd #190	Las Vegas	NV	89135	(702) 248-8887
Dan Saposhnik	6536 North Decatur Blvd.	Las Vegas	NV	89131	(702) 608-5550
Dan Saposhnik	10660 Southern Highlands Pkwy #100	Las Vegas	NV	89141	(702) 487-3373
Dan Saposhnik	680 E Deer Springs Way	North Las Vegas	NV	89086	(702) 780-1555
Joseph Silva	5110 Mae Anne Ave, Ste 504	Reno	NV	89523	(775) 787-6284
Neetha Govind	734 S Meadows Pkwy #102	Reno	NV	89521	(775) 800-7457
Carlo Dimaisip	2868 Vista Blvd, Ste 106	Sparks	NV	89434	(775) 356-6284
Jeremy Morrison*			NY		(518) 218-6063
Kellie Gayton*			NY		kellie.gayton3@gmail.com
Jeremy Morrison	1801 Western Avenue	Albany	NY	12203	(518) 456-6284
Brigitte Tanner	875 Saw Mill River Road	Ardsley	NY	10502	(914) 693-4444
Philippe Crampe	43-17 Bell Boulevard	Bayside	NY	11361	(718) 747-6284
Bryan Carr	4154 McKinley Parkway #400	Blasdell	NY	14219	(716) 210-8445
Naresh Jessani	5919 Riverdale Ave	Bronx	NY	10471	(929) 949-6284
Ali Sasso	361 5th Ave	Brooklyn	NY	11215	(718) 369-6284
Tammy Goldberg	392 Atlantic Ave	Brooklyn	NY	11217	(718) 858-6284
Barbara Koehler	392 Atlantic Ave	Brooklyn	NY	11217	(718) 858-6284
Tammy Goldberg	93 Pineapple Walk	Brooklyn	NY	11201	(718) 624-6284
Barbara Koehler	93 Pineapple Walk	Brooklyn	NY	11201	(718) 624-6284
Robert Bernstein	7409 3rd Ave.	Brooklyn	NY	11209	(347) 443-9728
Daniel Cherico	75 South Greeley Ave.	Chappaqua	NY	10514	914-233-1477
Jeremy Morrison	309 Clifton Park Center Road, Suite 4	Clifton Park	NY	12065	(518) 646-0622
Satish Nagarajan	1141 Jericho Turnpike	Commack	NY	11725	(631) 543-6284
Sumeet Vasu	14 Hewitt Square	East Northport	NY	11731	(631) 772-9638
Kaitlin O'Neill	108-14 72nd Ave	Forest Hills	NY	11375	(718) 544-6284
Kaitlin O'Neill	185-10 Union Turnpike	Fresh Meadows	NY	11366	(718) 544-6284
Cindy Worms	86 School St	Glen Cove	NY	11542	(516) 759-6284
Alan Flyer	11 Great Neck Rd	Great Neck	NY	11021	(516) 482-6284
Jeremy Morrison	595 Loudon Rd	Latham	NY	12110	(518) 261-0266
Prashant Chandra	3705 Hempstead Turnpike	Levittown	NY	11756	(516) 554-4917
Mamoon Mubashir	381 Sunrise Hwy	Lynbrook	NY	11563	(516) 881-7997
Shane Bland	1009 W Boston Post Rd, Route 1	Mamaroneck	NY	10543	(914) 725-6284

**denotes not yet opened*

Center Personnel	Address	City	State	Zip Code	Center Phone Number or Email Address
Gurinderjit Singh	5071 Merrick Rd	Massapequa Park	NY	11762	(516) 974-6284
Philippe Crampe	41 Mineola Blvd	Mineola	NY	11501	(516) 775-6284
Peter Abrams	810 Jericho Turnpike	New Hyde Park	NY	11040	(516) 616-6284
Tammy Goldberg	506 Amsterdam Avenue	New York	NY	10024	(212) 828-6284
Tammy Goldberg	240 E 82nd Street	New York	NY	10028	(212) 828-6284
Tammy Goldberg	46 East 11th Street	New York	NY	10003	(212) 828-6284
Jeremy Morrison	2321 Nott St E #3	Niskayuna	NY	12309	(518) 261-1266
Richard Alfano	4512 Sunrise Highway	Oakdale	NY	11769	(631) 699-5995
Christopher Lowell	1038 Old Country Road	Plainview	NY	11803	(516) 548-7673
Alan Flyer	938 Port Washington Blvd	Port Washington	NY	11050	(516) 400-6284
Asiya Ali	1560 Jefferson Road, Suite B	Rochester	NY	14623	(585) 292-6284
Alan Flyer	217-A Mineola Ave	Roslyn Heights	NY	11577	(516) 484-6284
Michael Covino	275 Purchase Street	Rye	NY	10580	(914) 967-6284
Shane Bland	747 White Plains Road	Scarsdale	NY	10583	(914) 725-6284
Tony Parmar	11 Ira Road	Syosset	NY	11791	(516) 944-6284
Mellisa Sierra	749 Sunrise Highway	West Babylon	NY	11704	(631) 314-4555
Karen Batson	435 Hempstead Ave	West Hempstead	NY	11552	(516) 214-9987
Karen Batson	150-55 14th Ave	Whitestone	NY	11357	(718) 747-0747
Robert Bleecher	8014 Transit Rd #20	Williamsville	NY	14221	(716) 650-4225
Emily Ballinger*			OH		(513) 781-3002
Aparna Yelamarti*			OH		(216) 553-9898
Bradley Pethel	28000 Chagrin Blvd	Beachwood	OH	44122	(216) 765-3551
Glenn Mikaloff	3899 Indian Ripple Road	Beavercreek	OH	45440	(937) 306-8855
Brandon Studeny	9525 Kenwood Rd	Blue Ash	OH	45242	(513) 984-1212
Kevin Bord	4223 E Royalton Rd #5	Broadview Heights	OH	44147	(440) 262-5111
Dawn Catalano	4648 Belden Village Street NW	Canton	OH	44718	(330) 492-6284
Glenn Mikaloff	977 S. Main St	Centerville	OH	45458	(937) 496-5874
Brandon Studeny	3974 Red Bank Road Suite B	Cincinnati	OH	45227	(513) 832-8773
David Murray	7625 Beechmont Avenue	Cincinnati	OH	45255	(513) 231-6284
Raymond Muller	6716 Perimeter Loop Road	Dublin	OH	43017	(614) 664-6024
Arif Deniz	2479 Hilliard Rome Road	Hilliard	OH	43026	(614) 971-5571
Ravi Kopuri	82 Meadow Park Ave.	Lewis Center	OH	43035	(740) 236-9191
Brandon Studeny	8217 Arbor Square Drive	Mason	OH	45040	(513) 683-9800
Ravi Kopuri	3901 W Powell Rd	Powell	OH	43065	(740) 236-9100
Glenn Mikaloff	786 N Main St	Springboro	OH	45066	(937) 350-5459
Vince Lombardo Jr.	9224 Darrow Road	Twinsburg	OH	44087	(330) 474-1400
Brandon Studeny	7602 Cox Lane	West Chester	OH	45069	(513) 296-2000

**denotes not yet opened*

Center Personnel	Address	City	State	Zip Code	Center Phone Number or Email Address
Vane Lucas	1077 N 9th Street	Broken Arrow	OK	74012	(918) 574-2222 Ext. 2
Derick Nguyen	1177 East 2nd Street	Edmond	OK	73034	(405) 348-6284
Derek Lariviere	1640 24th Avenue NW	Norman	OK	73069	(405) 701-0700
Kelly Mirabile	14101 N May Ave	Oklahoma City	OK	73134	(405) 412-8758
Jenna Laine Price	10740 South May	Oklahoma City	OK	73170	(405) 384-0517
Vane Lucas	12414 E. 86th St. North	Owasso	OK	74055	(918) 574-2222 Ext. 3
Vane Lucas	8034 S Yale Ave	Tulsa	OK	74136	(918) 574-2222
Vane Lucas	3230 E 21st St.	Tulsa	OK	74114	(918) 574-2222 Ext. 4
Andreanna Green	12444 NW 10th St.	Yukon	OK	73099	(405) 324-4005
Chris Johnson	61249 S Hwy 97 #160	Bend	OR	97702	(541) 640-9491
Robin Colbran	8974 SE Sunnyside Rd #B	Clackamas	OR	97015	(503) 908-2778
Morgan Jemmali	1733 Pearl St #A	Eugene	OR	97401	(541) 357-5386
Bruce Withycombe	1300 NE 48th Ave	Hillsboro	OR	97124	(503) 596-2111
Bruce Withycombe	17050 Pilkington Rd #110	Lake Oswego	OR	97035	(503) 744-0544
Bruce Withycombe	6336 SE Milwaukie Ave.	Portland	OR	97202	(503) 384-2796
Bruce Withycombe	4230 NE Fremont Street, Suite A	Portland	OR	97213	(971) 420-2148
Kokila Vidyarthi	15220 NW Laidlaw Rd Ste 250	Portland	OR	97229	(971) 732-5155
Bruce Withycombe	4735 SW 77th Ave	Portland	OR	97225	(503) 297-3163
Roy Thomas Love	156 Front St NE #160	Salem	OR	97301	(971) 301-8583
Scott Parker	21300 SW Langer Farms Pkwy	Sherwood	OR	97140	(503) 925-9990
Chris Johnson	14350 SW. Barrows Suite 2	Tigard	OR	97223	(503) 926-6284
Bruce Withycombe	21900 Willamette Dr Ste 208	West Linn	OR	97068	(503) 305-8738
Ajit Nair*			PA		ajitvca@gmail.com
Francesco Visone*			PA		fv983334@alum.villanova.edu
Greg Bundens	970 Dekalb Pike #245	Blue Bell	PA	19422	(267) 598-5100
Kama Friedman	100 Ridge Road	Chadds Ford	PA	19317	(610) 358-5555
Srirenjitha Kurup	201 Second Ave. #116	Collegeville	PA	19426	(484) 973-6889
Rachel German	20000 State Rt 19	Cranberry Township	PA	16066	(724) 779-6284
Tammy Goldberg	406 N Main St	Doylestown	PA	18938	(215) 302-6174
Barbara Koehler	406 N Main St	Doylestown	PA	18938	(215) 302-6174
Javed Saddique	3913 Union Deposit Rd	Harrisburg	PA	17109	(717) 686-9373
Daniel Wu	303 Horsham Road Suite E	Horsham	PA	19044	(215) 857-2333
Ashwani Garg	759 Middletown Rd	Hummelstown	PA	17036	(717) 500-2940
James (Jim) Munchel	608 Richmond Dr, Suite 110	Lancaster	PA	17601	(717) 519-6899

**denotes not yet opened*

Center Personnel	Address	City	State	Zip Code	Center Phone Number or Email Address
Steven Ross	4050 Washington Road	McMurray	PA	15317	(724) 941-6284
Timothy W. Madden	125 Gateway Dr.	Mechanicsburg	PA	17055	(717) 458-5236
Kama Friedman	82 E Lancaster Ave	Paoli	PA	19301	(610) 644-2306
Preeti Paranjpe	300 Cedar Blvd. Suite # 2	Pittsburgh	PA	15228	(412) 386-3907
Rachel German	6600 Forbes Ave	Pittsburgh	PA	15217	(412) 586-4534
Rachel German	9024 St Simon Way	Pittsburgh	PA	15237	(412) 635-6284
Greg Bundens	1149 Lancaster Avenue	Rosemont	PA	19010	(610) 526-1607
Kama Friedman	113 Turner Lane	West Chester	PA	19380	(484) 971-4452
Ryan Costa	14 Potomac Road	Portsmouth	RI	2871	(401) 683-6284
Dawn Sheriff*			SC		864-626-3031
Jeff Rucker	1384 Whiskey Road	Aiken	SC	29803	(803) 226-9090
Aileen Clarkson	876 Fording Island Road #5	Bluffton	SC	29910	(843) 815-6284
Tony Deshan	1812 Sam Rittenberg Blvd Suite 26	Charleston	SC	29407	(843) 793-4748
Donald Walter	1800 2nd Loop Road, Suite 14	Florence	SC	29501	(843) 407-4129
Wesley Matthews	1365 Broadcloth Street	Fort Mill	SC	29715	(803) 547-6284
Dawn Sheriff	1756 Woodruff Road	Greenville	SC	29607	(864) 626-3030
Annette Sudduth	100-A Old Cherokee Rd	Lexington	SC	29072	(803) 356-6103
Tony Deshan	616 Long Point Rd, Unit 616-F	Mount Pleasant	SC	29464	(843) 352-7125
Dawn Sheriff	655 Fairview Rd #T	Simpsonville	SC	29680	(864) 962-3050
Tony Deshan	500 Nexton Square Drive	Summerville	SC	29486	(843) 900-3373
Matthew Manes	5009 S Western Avenue, Suite 230	Sioux Falls	SD	57108	(605) 334-6284
Alex Guppy*			TN		alex.guppy@gmail.com
Alex Guppy*			TN		alex.guppy@gmail.com
Alex Guppy	18 Cadillac Dr	Brentwood	TN	37027	(615) 942-2629
Alex Guppy	1919 Gunbarrel Road, Suite 153	Chattanooga	TN	37421	(423) 899-2011
Alex Guppy	539 Cool Springs Blvd	Franklin	TN	37067	(615) 465-6523
Rozina Bhagat	9289 Poplar Ave, Suite 104	Germantown	TN	38138	(901) 757-1922
Heather Henke	300 Indian Lake Blvd #240D	Hendersonville	TN	37075	(615) 991-6811
Alex Guppy	5510 TN-153	Hixson	TN	37343	(423) 521-6284
Michael O'Hern	9700 Kingston Pike, Suite 4, Franklin Square	Knoxville	TN	37922	(865) 769-6944
Daniel Markgraf	2836 Wolf Creek Pkwy	Memphis	TN	38133	(901) 701-1256
Eric Wilson	540 S Mendenhall Rd	Memphis	TN	38117	(901) 343-0348
Daniel Fendley	11195 Lebanon Rd	Mt. Juliet	TN	37122	(615) 685-6284
Kristi Yates	3411 Memorial Blvd Suite 3	Murfreesboro	TN	37129	(615) 890-6284
Heather Henke	3748 Hillsboro Pike	Nashville	TN	37215	(615) 891-3384

**denotes not yet opened*

Center Personnel	Address	City	State	Zip Code	Center Phone Number or Email Address
Alex Guppy	505 Burkitt Commons Ave	Nolensville	TN	37135	(615) 762-3820
Karen Lossing	845 W Stacy Rd #120B	Allen	TX	75013	(469) 361-2277
Samuel Wilhite	200 Westgate Parkway West	Amarillo	TX	79121	(806) 418-6778
Kalsoom Ahmad	295 Southwest Plaza	Arlington	TX	76016	(817) 969-5299
George Piland	26744 E. University Drive #200	Aubrey	TX	76227	(214) 801-4995
Billy Jaynes	5145 North FM 620 Rd #B-140	Austin	TX	78732	(512) 284-9849
Billy Jaynes	9600 Escarpment Blvd. #730	Austin	TX	78749	(512) 275-6522
Lakshmi Kondubhatla	10401 Anderson Mill Rd., #109A	Austin	TX	78750	(512) 331-6284
Sanjay Bhandari	3201 Bee Caves Rd, Ste 154	Austin	TX	78746	(512) 837-6284
Sanjay Bhandari	3742 Far West Blvd. #105	Austin	TX	78731	(512) 837-6284
Brad Daigle	420 Dowlen Rd	Beaumont	TX	77706	(409) 866-6284
Elana Daigle	420 Dowlen Rd	Beaumont	TX	77706	(409) 866-6284
Meghan Hunter	1430 S. Main St, Ste 107	Boerne	TX	78006	(830) 331-8414
James Speer	2305 Boonville Rd., Suite 550	Bryan	TX	77808	(979) 774-2939
Wendy Curtner	250 NW John Jones Drive, #105	Burleson	TX	76028	(833) 579-6284
Karen Lossing	1008 West Hebron Parkway	Carrollton	TX	75010	(972) 939-6284
Tenequa Gabriel	420 E Pleasant Run Rd #360	Cedar Hill	TX	75104	(972) 291-6284
Raji Rayaprolu	13010 W. Parmer Lane, Suite 100	Cedar Park	TX	78613	(512) 869-6284
Chiru Melam	13010 W. Parmer Lane, Suite 100	Cedar Park	TX	78613	(512) 869-6284
James Speer	850 William D Fitch Pkwy, Ste 500	College Station	TX	77845	(979) 690-2046
Russell Bullock	3915 West Davis St, Ste 210	Conroe	TX	77304	(936) 539-6284
Michelle Friedeck	8340 FM78 Suite 1B	Converse	TX	78109	(210) 468-2433
Mohamed (Mo) Khalil	115 W Sandy Lake Rd #300	Coppell	TX	75019	(972) 393-6284
Camilla Childs	5802 Yorktown Blvd	Corpus Christi	TX	78414	(361) 414-9014
John Labuda	12344 Barker Cypress Rd #150	Cypress	TX	77429	(281) 256-9932
John Labuda	13050 Louetta Rd. #204	Cypress	TX	77429	(832) 422-7714
Mohamed (Mo) Khalil	9850 Walnut Hill Ln #429	Dallas	TX	75238	(214) 361-6284
Frank Mann	11909 Preston Road, Ste 1411	Dallas	TX	75230	(214) 739-6284
Sarah Kawam Namani	7324 Gaston Ave Ste 110	Dallas	TX	75214	(281) 236-8679
Vincent Martinez	2204 Joe Battle Blvd d 208	El Paso	TX	79938	(915) 590-6284

**denotes not yet opened*

Center Personnel	Address	City	State	Zip Code	Center Phone Number or Email Address
Vincent Martinez	7250 North Mesa St, Ste B	El Paso	TX	79912	(915) 587-6284
Shital Patel	2704 Cross Timbers Rd	Flower Mound	TX	75028	(972) 539-1500
Frank Mann	501 FM 548	Forney	TX	75126	(972) 552-1122
Bill Treneer	140 Parkwood Avenue	Friendswood	TX	77546	(832) 569-5073
Mohamed (Mo) Khalil	3288 Main Street	Frisco	TX	75034	(469) 362-7300
Karen Lossing	7548 Preston Rd #139	Frisco	TX	75034	(972) 292-9886
Richard Haldeman	3100 S. Hulen Street, Store 113	Ft. Worth	TX	76109	(817) 732-6284
Mohamed (Mo) Khalil	1821 Westinghouse Rd.	Georgetown	TX	78626	(512) 763-7587
Arthur Welch	5244 TX-360	Grand Prairie	TX	75052	(972) 660-6284
Timothy Smith	2030 Glade Rd #238	Grapevine	TX	76051	(682) 503-6035
Mohamed (Mo) Khalil	6709 Snider Plaza	Highland Park	TX	75205	(214) 361-6284
Cindy Lin	1214 W. 43rd	Houston	TX	77018	(713) 965-4747
John Labuda	17310 Spencer Rd Suite 102	Houston	TX	77095	(832) 427-5299
Mohamed (Mo) Khalil	9778 Katy Freeway, Suite 500	Houston	TX	77055	(281) 465-4990
Mohamed (Mo) Khalil	13410 Briar Forest Drive	Houston	TX	77077	(281) 465-4990
Imran Ali	13455 Cutten Rd #1D	Houston	TX	77069	(281) 893-6284
Mohamed (Mo) Khalil	3361 Westpark Drive #260	Houston	TX	77005	(713) 697-6284
Mohamed (Mo) Khalil	4830 Beechnut St	Houston	TX	77096	(713) 697-6284
Chelsey Tyler	9526 N. Sam Houston Pkwy E #3114	Humble	TX	77396	(281) 372-6256
Billy Jaynes	5444 Atascocita Road	Humble	TX	77346	(281) 973-9003
Timothy Smith	608 Grapevine Hwy #C	Hurst	TX	76054	(817) 605-9098
Mohamed (Mo) Khalil	825 W Royal Lane	Irving	TX	75039	(972) 360-0299
Puneet Dhamija	22720 Morton Ranch Road Suite 140	Katy	TX	77449	(281) 870-2440
Sue Kwon	2910 Commercial Center Blvd #102	Katy	TX	77494	(281) 347-7865
Sue Kwon	28818 Cinco Ranch Blvd, #120	Katy	TX	77494	(832) 437-1986
Mohamed (Mo) Khalil	790 S Main St	Keller	TX	76248	(817) 482-9588
Olga Rodgers	2201 South WS Young Drive Suite 112-A	Killeen	TX	76543	(254) 781-2274
Puneet Dhamija	4560 Kingwood Dr	Kingwood	TX	77345	(281) 360-6284
James Speer	5401 S. FM 1626	Kyle	TX	78640	(737) 414-5757
Syd Pasha	2303 Ranch Rd 620 S #150	Lakeway	TX	78734	(512) 828-6386
Saleema Somani	1600 W League City Parkway	League City	TX	77573	(281) 306-4455

**denotes not yet opened*

Center Personnel	Address	City	State	Zip Code	Center Phone Number or Email Address
Kameetra Ellis	2576 E League City Pkwy #104	League City	TX	77573	(832) 677-5604
Chiru Melam	2906 S Bagdad Rd #240	Leander	TX	78641	(512) 666-3464
Renee Pullen	3080 N. Eastman Rd, Ste 108	Longview	TX	75605	(903) 663-6284
Timothy Smith	3311 E Broad St #107	Mansfield	TX	76063	(817) 473-6284
Mohamed (Mo) Khalil	2651 Ridge Rd #104	McKinney	TX	75070	(972) 784-4141
Leon Woloski	201 South Shary Road, Suite #450	Mission	TX	78572	(956) 467-4422
Michael Nimri	4225 Sienna Pkwy. # 260	Missouri City	TX	77459	(713) 937-6284
Brad Buckman	160 E FM 544 Ste 96	MURPHY	TX	75094	(469) 361-1413
James Speer	1659 State Hwy 46 West, Ste 110	New Braunfels	TX	78132	(830) 625-5400
Carli Leicht Sonntag	8201 Broadway Street	Pearland	TX	77581	(281) 412-9800
Sanjay Bhandari	1420 Wells Branch Pkwy #400	Pflugerville	TX	78660	(512) 837-6284
Dan Parker	7224 Independence Pkwy #354	Plano	TX	75025	(214) 336-7648
Michael Fertitta	4700 HWY 365 Suite A PMB #233	Port Arthur	TX	77642	(409) 721-6284
Jennifer Sanchez	1040 N. Coit Road, Ste 50	Prosper	TX	75078	(972) 347-3322
Karen Lossing	1310 W Campbell Rd	Richardson	TX	75080	(972) 231-6284
Billy Jaynes	10505 W Grand Parkway South #130	Richmond	TX	77407	(281) 713-6284
Robert Barnes	919 East Interstate 30, Suite 126	Rockwall	TX	75032	(972) 722-6000
Mohamed (Mo) Khalil	4500 E Palm Valley Blvd	Round Rock	TX	78665	(512) 246-6284
Raji Rayaprolu	1401 South IH-35, Suite #200, Renaissance Square	Round Rock	TX	78681	(512) 415-5371
Carl Keating	612 E Bailey Boswell Road #100	Saginaw	TX	76131	(817) 386-7255
LaShaude James	21715 IH-10 West, Suite #103	San Antonio	TX	78257	(210) 788-8236
Denise Stroud	1455 Austin Highway # 107	San Antonio	TX	78209	(210) 268-2011
Rick McLaughlin	10350 Bandera Road, Suite 304	San Antonio	TX	78250	(210) 684-6284
Reshma Maredia	12370 Potranco Road #203	San Antonio	TX	78253	(210) 568-7811
James Speer	22103 Bulverde Road #112	San Antonio	TX	78259	(210) 418-1166
James Speer	19903 Stone Oak Parkway	San Antonio	TX	78258	(210) 399-3151
James Speer	12711 Blanco Rd	San Antonio	TX	78216	(210) 494-4111
LaShaude James	5619 West Loop 1604 North	San Antonio	TX	78253	(210) 455-8348

**denotes not yet opened*

Center Personnel	Address	City	State	Zip Code	Center Phone Number or Email Address
James Speer	6032 Farm-To-Market Road 3009, Suite #180	Schertz	TX	78154	(210) 646-6284
Frank Mann	2140 E Southlake Blvd #V	Southlake	TX	76092	(817) 421-1900
Mohamed (Mo) Khalil	21181 Kuykendahl Road	Spring	TX	77379	(832) 698-4113
Afsheen Rizwan	3466 Discovery Creek Suite #400	Spring	TX	77386	(832) 702-7510
Cindy Lin	230 Cypresswood Drive #D	Spring	TX	77388	(832) 246-8856
Kevin Liu	19822 Southwest Freeway	Sugar Land	TX	77479	(713) 663-6284
Mohamed (Mo) Khalil	15810 Southwest Frwy Suite 300	Sugar Land	TX	77478	(713) 697-6284
George Mammen	3705 N Belt Line Rd Ste # 300	Sunnyvale	TX	75182	(972) 226-6284
James Speer	7425 W. Adams Ave, Suite 130	Temple	TX	76502	(254) 262-0899
Karen Lossing	5701 TX-121	The Colony	TX	75056	(214) 618-0558
Mohamed (Mo) Khalil	4775 West Panther Creek Drive, Suite 410	The Woodlands	TX	77381	(281) 465-4990
Joshua Moragas	14080 FM 2920 Suite F	Tomball	TX	77377	(281) 826-6226
Mona Loordu	301 Trophy Lake Drive	Trophy Club	TX	76262	(817) 491-2969
Frank Mann	5201 S. Broadway, Ste 112	Tyler	TX	75703	(903) 581-6284
James Speer	1515 Hewitt Drive #B	Waco	TX	76712	(254) 577-4933
Mohamed (Mo) Khalil	13914 Galveston Rd Suite #250	Webster	TX	77598	(281) 465-4990
Richard Haldeman	229 Shops Blvd, Suite 195	Willow Park	TX	76087	(817) 900-3321
Kelly Parke*			UT		coachkellyparke@gmail.com
Kelly Parke*			UT		coachkellyparke@gmail.com
Reed Brown*			UT		reed@math4kidsutah.com
Reed Brown	6020 S. 3500 W. Ste 200	B Roy	UT	84067	clinton@mathnasium.com
Reed Brown	1706 South 500 West, Ste 110	Bountiful	UT	84010	(801) 683-8980
Mark Minson	715 E. 12300 S. Unit E	Draper	UT	84020	(801) 572-6284
Reed Brown	1067 W. Grand Ave, Suite 102	Farmington	UT	84025	(801) 928-7671
Mark Minson	5524 W 13400 S	Herriman	UT	84096	herriman@mathnasium.com
Mark Minson	5435 W 11000 N #12	Highland	UT	84003	(801) 756-2424
Reed Brown	2151 N. Hill Field Road, Suite #2	Layton	UT	84041	(801) 593-2696
Kouy Kolar	1571 Redstone Center Drive Unit #F130	Park City	UT	84098	(435) 272-4994
Joel Merrill	238 East State Road #8	Pleasant Grove	UT	84062	(801) 701-3084
Reed Brown	50 UT-165 Suite 106	Providence	UT	84332	logan@mathnasium.com
Mila Gleason	1931 Fort Union Blvd	Salt Lake City	UT	84121	(801) 679-1588
David Kaplan	1511 East 2100 South, Ste 104	Salt Lake City	UT	84105	(385) 242-7610

**denotes not yet opened*

Center Personnel	Address	City	State	Zip Code	Center Phone Number or Email Address
Edward Austin	617 Redwood Road, Stuite 100	Saratoga Springs	UT	84045	(385) 274-2762
Mark Minson	4709 Daybreak View Pkwy, Ste D	South Jordan	UT	84009	(801) 456-9965
Reed Brown	1278 Canyon Creek Parkway	Spanish Fork	UT	84660	(385) 342-3098
Reed Brown	922 E Brigham R. Bldg 3 # B	St. George	UT	84790	(435) 767-0335
Mark Minson	6357 S. Redwood Road	Taylorsville	UT	84123	(801) 904-2584
Serena Brickey	7786 5600 W #103	West Jordan	UT	84081	(801) 758-7964
Rishabh Bhandari*			VA		rishabh.bhandari@gmail.com
James Temple	7696H Richmond Hwy	Alexandria	VA	22306	(571) 281-7202
Anthony Sun	6483 Old Beulah St	Alexandria	VA	22315	(703) 971-6284
James Temple	4605 Duke Street	Alexandria	VA	22304	(703) 956-5150
Sarla Kale	7000 Columbia Pike	Annandale	VA	22003	(571) 281-2820
Neha Desai	4801 N First Street	Arlington	VA	22203	(703) 351-6284
Garry Klegin	43330 Junction Plaza, Suite 160	Ashburn	VA	20147	(703) 726-6284
Aamir Suleman	12705 Braemar Village Plaza	Bristow	VA	20136	(571) 371-1111
Rachel Hsueh	9411C Old Burke Lake Road	Burke	VA	22015	(571) 294-4499
Cory Applegate	3555 Electric Road #F	Cave Spring	VA	24018	(540) 405-6284
James Temple	5959 Centreville Crest Lane	Centreville	VA	20121	(703) 828-2003
Neil Patel	315 Merchant Walk Square	Charlottesville	VA	22902	(434) 282-2926
Daryl Gage	940 Cedar Road, Suite 103	Chesapeake	VA	23322	(757) 277-9638
James Temple	10416 Iron Bridge Rd	Chester	VA	23832	(804) 706-4321
James Temple	7212 Hancock Village Dr	Chesterfield	VA	23832	(804) 621-0909
James Temple	5512 Staples Mill Plaza	Dale City	VA	22193	(703) 436-2526
Rishabh Bhandari	11891 Grand Commons Ave	Fairfax	VA	22030	(703) 625-6284
Rida Alami	6674 Arlington Blvd	Falls Church	VA	22042	(703) 573-6284
Gerald DePasquale	4300 Plank Rd, Ste 210	Fredericksburg	VA	22407	(540) 412-1763
Garry Klegin	15125 Washington St	Haymarket	VA	20169	(571) 248-1065
Rishabh Bhandari	2465 Centreville Road #J2	Herndon	VA	20171	(703) 793-3636
James Temple	12473 Dillingham Square	Lake Ridge	VA	22192	(703) 763-0888
Jeff Brower	521 B East Market Street	Leesburg	VA	20176	(703) 669-6284
James Ross	9027 Silverbrook Rd #A	Lorton	VA	22039	(703) 690-6284
James Temple	9722 Liberia Ave	Manassas	VA	20110	(571) 428-2323
James Temple	1320 Old Chain Bridge Rd Suite #190	McLean	VA	22101	(703) 714-6284
James Temple	9369 Atlee Rd, Ste 3103	Mechanicsville	VA	23116	(804) 559-0550

**denotes not yet opened*

Center Personnel	Address	City	State	Zip Code	Center Phone Number or Email Address
James Temple	15508 Westchester Commons Way	Midlothian	VA	23113	(804) 378-2211
Jing Sims	1020 E Main Ste L	Purcellville	VA	20132	(540) 338-6284
James Temple	1424 North Point Village Center	Reston	VA	20194	(571) 401-1056
James Temple	11530 D West Broad Street	Richmond	VA	23233	(804) 364-3333
James Temple	7110 Patterson Ave, Ste B	Richmond	VA	23229	(804) 282-3805
Gerald DePasquale	263-104 Garrisonville Rd	Stafford	VA	22554	(540) 602-7786
Dimitrios Tzoumas	44 Pidgeon Hill Drive, Suite 100	Sterling	VA	20165	(703) 436-8212
Garry Klegin	42020 Village Center Plz, Ste 100	Stone Ridge	VA	20105	(571) 295-5559
James Temple	302 Maple Avenue West	Vienna	VA	22180	(703) 255-6284
Daryl Gage	3809 Princess Anne Road, Suite 108-D	Virginia Beach	VA	23456	(757) 368-6284
Sharon Palardy	1157 Nimmo Pkwy #110	Virginia Beach	VA	23456	(757) 301-9767
James Temple	1408 North Great Neck Rd, Unit 100A	Virginia Beach	VA	23454	(757) 481-6284
James Temple	379 Independence Blvd	Virginia Beach	VA	23462	(757) 938-3705
Carla Strong	512 Fletcher Drive	Warrenton	VA	20186	(540) 349-9797
Jing Sims	2512 S Pleasant Valley Rd	Winchester	VA	22601	(540) 773-5680
Richard Montieth	3120-D Kiln Creek Pkwy	Yorktown	VA	23693	(757) 272-0585
Raquel Paul	Vitraco Mall Building 1 Bay 8 & 9	St. Thomas	VI	802	(340) 643-9002
Shaharyar Aarbi*			WA		(253) 480-6284
Husam Gazioglu*			WA		husam_g@yahoo.com
Juned Ansari	4018 A St. SE #403	Auburn	WA	98002	253-544-6284
Trish Evans	1313 NE 156th Ave Ste 220	Bellevue	WA	98007	(425) 643-6284
Angie Yuan	3732 150th Ave SE	Bellevue	WA	98006	(425) 270-1054
Mandy Wang	1145 East Sunset Drive Suite 120	Bellingham	WA	98225	(360) 922 - 3888
Juan Arias	20944 WA-410	Bonney Lake	WA	98391	(253) 750-4173
Ira Porwal	24024 Bothell Everett Hwy	Bothell	WA	98021	(425) 318-1629
Tam Le	32079 Pacific Hwy S	Federal Way	WA	98003	(206) 401-5268
Eric Wong	1408 North Louisiana St Ste 103	Kennewick	WA	99336	(509) 572-2299
Juihan Wu	10216 SE 256th St	Kent	WA	98030	(253) 854-6284
Shaharyar Aarbi	11634 98th Ave NE	Kirkland	WA	98034	(425) 885-6284
Shaharyar Aarbi	700 Sleater Kinney Rd SE A	Lacey	WA	98503	(360) 776-6284
Shaharyar Aarbi	5700 100th St SW #370	Lakewood	WA	98499	(253) 480-6284
Gita H. Patel	5031 168th Street SW #120	Lynnwood	WA	98037	(425) 678-6160

**denotes not yet opened*

Center Personnel	Address	City	State	Zip Code	Center Phone Number or Email Address
Ira Porwal	23856 SE Kent Kangley Rd	Maple Valley	WA	98038	(425) 906-7007
Husam Gazioglu	2448 76th Ave SE Suite 101-B	Mercer Island	WA	98040	(206) 535-6669
Ira Porwal	3414 132nd St SE #303	Mill Creek	WA	98012	(425) 529-6284
Betty Yiu Au	11700 Mukilteo Speedway #408	Mukilteo	WA	98275	(425) 903-5050
Juned Ansari	13107 Meridian Ave E #102	Puyallup	WA	98373	(253) 544-6284
Shaharyar Aarbi	7950 164th Ave NE #102	Redmond	WA	98052	(425) 885-6284
Angie Yuan	4250 NE 4th Street #D	Renton	WA	98059	(425) 276-7633
Shaharyar Aarbi	22647 NE Inglewood HIll Road	Sammamish	WA	98074	(425) 885-6284
Angie Yuan	4546 Klahanie Dr SE	Sammamish	WA	98029	(425) 651-6558
Juan Arias	1027 NE 65th Street	Seattle	WA	98115	(206) 523-6284
Andrew Tempest	1400 NW Market St Ste 106	Seattle	WA	98107	(206) 588-0460
Juned Ansari	4734 42nd Avenue SW	Seattle	WA	98116	(206) 800-6284
Steven Ruiter	15909 Westminster Way N	Shoreline	WA	98133	(206) 268-0724
Michele Gu	7713 Center Blvd SE Suite 100	Snoqualmie	WA	98065	(206) 495-6284
Jerry Post	2829 E. 29th Avenue, Suite A	Spokane	WA	99223	(509) 960-6284
Jerry Post	9996 N. Newport Hwy	Spokane	WA	99218	(509) 863-9347
Juan Arias	2405 N Pearl St. #4	Tacoma	WA	98406	(253) 301-1890
Autumn Smith	1218 NE 88th St.	Vancouver	WA	98665	(360) 553-1737
Ashley Lindoff	16020 SE Mill Plain Blvd #117	Vancouver	WA	98684	(360) 449-2878
Trish Evans	15610 Woodinville-Duvall Rd. Ste 107	Woodinville	WA	98072	(425) 949-6284
Jill E. York*			WI		(715) 492- 5626
Derek Pipkorn*			WI		derekpipkorn@gmail.com
Derek Pipkorn*			WI		(262) 599-5815
Ellen Wheeler	3525 East Calumet Street Suite 1000	Appleton	WI	54915	(920) 939-2131
Derek Pipkorn	17325a W Capitol Dr	Brookfield	WI	53045	(262) 505-5723
Ryan Frank	7740 S Lovers Lane Rd #430	Franklin	WI	53132	(414) 982-3717
Liam Bruen	2064 Lime Kiln Road, Suite #7	Green Bay	WI	54311	(920) 309-6284
Derek Pipkorn	600 Hartbrook Dr	Hartland	WI	53029	(262) 287-0937
Maria Norville	6935 75th St, suite d	Kenosha	WI	53142	262-484-4511
Scott Zettek	701 N Highpoint Rd.	Madison	WI	53717	(608) 472-4100
Scott Zettek	5546 Eastpark Blv.	Madison	WI	53718	(608) 472-4100
Helene Weisz	N78 W14569 Appleton Ave	Menomonee Falls	WI	53051	(262) 251-5600

**denotes not yet opened*

Center Personnel	Address	City	State	Zip Code	Center Phone Number or Email Address
Derek Pipkorn	11018 N Port Washington Road	Mequon	WI	53092	(262) 393-1005
Anu Bansal	15417 W National Ave	New Berlin	WI	53151	(262) 214-2979
Paul Post	7960 S Main St	Oak Creek	WI	53154	(414) 434-1989
Derek Pipkorn	6931 W. North Avenue	Wauwatosa	WI	53213	(414) 369-6284
Rohita Shah	423 E Silver Spring Drive	Whitefish Bay	WI	53217	(414) 763-9441

**denotes not yet opened*

EXHIBIT A-2

LIST OF FRANCHISEES CLOSED IN THE FISCAL YEAR ENDED DECEMBER 31, 2022

Center Personnel	Center Address	Center City	Center State	Center Zip	Last Known Business or Home Phone Number
Amela Syhapanha	12163 Central Ave	Chino	CA	91710	(832) 638-7425
Roel Florentino	26736 Portola Pkwy, Suite 4B	Foothill Ranch	CA	92610	(714) 299-0987
Rose Chao	620 Raleys Towne Center	Rohnert Park	CA	94928	(408) 642-0843
Jillie Nguyen	2703 N Bristol St #H-1B	Santa Ana	CA	92706	(714) 507-8718
David Lubner	1082 Boston Post Rd	Darien	CT	06820	(203) 459-1996
Jeyanthi Ethirajan	20321 Grand Oak Shoppes Dr	Estero	FL	33928	(608) 960-0220
Brandon Volanti	1466 66th St N	St. Petersburg	FL	33710	(954) 599-2414
Wade Hampton*			GA		(404) 631-6219
Jana Frank	1037 Brook Forest Ave	Shorewood	IL	60404	(847) 977-8663
Sam Thompson	281 Buttermilk Pike	Fort Mitchell	KY	41017	(859) 816-9096
Michael Convenuto	743 Veterans Memorial Blvd.	Metairie	LA	70005	(225) 413-2570
Ramana Regulapati	9832 York Road, Suite 2B	Cockeysville	MD	21030	(443) 983-4763
Ribha Roy	5020 East Beltline NE, Suite 103C	Grand Rapids	MI	49525	(616) 481-6125
Kenneth Lamb	6854 Rochester Rd	Rochester Hills	MI	48306	(248) 930-1609
Amal Kheil	3545 Bay Rd, Ste 3	Saginaw	MI	48603	(989) 996-0061
Terry Rennack	249 W. Mill Street, Suite 102	Liberty	MO	64068	(816) 628-5092
Chris Hofer	5872 Samet Dr, Suite 127	High Point	NC	27265	(336) 643-6930
Bruhati Trivedi	706 Washington St	Hoboken	NJ	07030	(201) 744-4039
Michael Huang	184 Kinderkamack Rd, Unit C	Park Ridge	NJ	07656	(201) 486-7878
Gladys Gardner	280 Grand St	Brooklyn	NY	11211	(646) 554-0067
Tony Parmar	1 Schwab Rd	Huntington Station	NY	11746	(212) 537-6082
Theresa O'Leary	2795 Middle Country Rd.	Lake Grove	NY	11755	(970) 667-1511
Tony Parmar	2151 Merrick Road	Merrick	NY	11566	(212) 537-6082
Shane Bland	450 Central Park Ave.	Scarsdale	NY	10583	(646) 285-8882
Sam Thompson	10669 Loveland Madeira Rd	Loveland	OH	45140	(859) 816-9096
Jessica Huang	5401 N May Avenue	Oklahoma City	OK	73112	(405) 638-6578
Francis George	154 North Flowers Mill Road	Langhorne	PA	19047	(806) 683-6910
Rahman Momin	5021 Teasley Lane	Denton	TX	76210	(646) 382-5169
Laura Aguirre	205 South Main Street	Red Oak	TX	75154	(214) 923-7585
Saiyid Ali	1475 E. Belt Line Rd	Richardson	TX	75081	(213) 500-0086
Hung Ngo	513 1st Avenue W, Suite B	Seattle	WA	98119	(206) 557-4585

LIST OF FRANCHISEES TRANSFERRED IN THE FISCAL YEAR ENDED DECEMBER 31, 2022

Center Personnel	Center Address	Center City	Center State	Center Zip	Last Known Business or Home Phone Number
Russell Dunford	2124 Cecil Ashburn Drive, Suite 140	Huntsville	AL	35802	(256) 457-5355
Mohamed (Mo) Khalil	2737 Hwy 280 S Suite 141A	Mountain Brook	AL	35223	(407) 375-4643
Amrish Bhargava	29834 N Cave Creek, Suite #112	Cave Creek	AZ	85331	(602) 432-3527
David Knight	3780 W. Happy Valley Road Ste 115	Glendale	AZ	85310	(661) 747-6295
Nick Van Vliet	3780 W. Happy Valley Road Ste 115	Glendale	AZ	85310	(661) 373-3756
Freya Mao	160 W Foothill Pkwy #106	Corona	CA	92882	(949) 923-9072
Jeff Pudewell	981 Governor Drive, #104	El Dorado Hills	CA	95762	(916) 933-3513
Jeff Pudewell	8303 Sierra College Blvd #110	Granite Bay	CA	95746	(916) 933-3513
Boralda Ndreu	1555 Simi Town Center Way, Suite B4-450	Simi Valley	CA	93065	(310) 806-1043
Leena Shah	915 West El Camino Real	Sunnyvale	CA	94087	(832) 474-2957
Matthew Chisholm	25912 McBean Pkwy	Valencia	CA	91355	(323) 899-1497
Monica Peeples	1664 30th Street	Boulder	CO	80301	(303) 875-5288
Rita Reimer	PO Box 47, 63 Hebron Ave	Glastonbury	CT	06033	860 365-5111
Nualwan Narong	621 Pennsylvania Ave SE 1st-floor unit	Washington	DC	20003	(608) 358-0181
Jim Markgraf	7331 52nd PL E	Bradenton	FL	34203	(941) 391-2079
Brandon Volanti	20461 Old Cutler Rd.	Cutler Bay	FL	33189	(954) 599-2414
Krishna Mohan Rachavelpula	4045 Five Forks Trickum Rd SW #150	Lilburn	GA	30047	(770) 402-2449
Shalini Sawhney	4600 West Village Place, Suite 3003	Smyrna	GA	30080	(407) 967-8802
Sulu Jaffer	1260 Mars Hill Road Suite 126	Watkinsville	GA	30677	(404) 275-3239
Sheila Anderson	2451 Coral Court #5	Coralville	IA	52241	(319) 294-4493
Mark Hawkinson	100 West Higgins Road Suite H-10	South Barrington	IL	60010	(847) 387-3501
Drew Gehman	315 W. Northfield Drive	Brownsburg	IN	46112	(812) 870-2363
Drew Gehman	10725 N Michigan Rd	Zionsville	IN	46077	(812) 870-2363
Arup Mondal	3290 Pine Orchard Lane Unit B	Ellicott City	MD	21042	(443) 691-1767
Arup Mondal	12150 Darnestown Rd.	Gaithersburg	MD	20878	(443) 691-1767
Arup Mondal	12800 Middlebrook Rd	Germantown	MD	20874	(443) 691-1767
Susan Minushkin	5268 Nicholson Lane	Kensington	MD	20895	(240) 778-8464
Arup Mondal	10232-B River Road	Potomac	MD	20854	(443) 691-1767
Arup Mondal	20 Courthouse Square	Rockville	MD	20850	(443) 691-1767
Phillip Hendrix	2540 Union Lake Road	Commerce Township	MI	48382	(248) 444-4299
Joel Tillman	3520 Okemos Rd. Suite 5	Okemos	MI	48864	(847) 951-9202
Greg Marston	6251 Ronald Reagan Dr.	Lake St. Louis	MO	63367	(618) 632-6172
Appoorva Saxena	1 Bicentennial Drive	Manchester	NH	03104	(860) 470-3355

Center Personnel	Center Address	Center City	Center State	Center Zip	Last Known Business or Home Phone Number
Rajneesh Goyal	319 Route 130 North, Unit #4	East Windsor	NJ	08520	(732) 925-4510
Margaret Smolenski	105 N. Dean St.	Englewood	NJ	07631	(862) 926-9627
Brijesh Parekh	86 School Street	Glen Cove	NY	11542	(718) 687-8850
Tony Parmar	5071 Merrick Rd	Massapequa Park	NY	11762	(212) 537-6082
Peter Abrams	41 Minneola Blvd.	Mineola	NY	11501	(718) 225-9015
Sam Thompson	9525 Kenwood Rd., Ste. 15	Blue Ash	OH	45242	(859) 816-9096
Sam Thompson	8217 Arbor Square Dr	Mason	OH	45040	(859) 816-9096
Sam Thompson	7602 Cox Ln	West Chester	OH	45069	(859) 816-9096
Hoa V. (Jesse) Yap	14101 North May, Ste 106	Oklahoma City	OK	73134	(405) 412-8758
Ernest Khaw	1300 NE 48th Ave Ste 700	Hillsboro	OR	97124	(503) 841-8526
Dawn Stadeli	21300 SW Langer Farms Pkwy, Ste 112	Sherwood	OR	97140	(503) 849-7822
Douglas Stearns	14 Potomac Rd	Portsmouth	RI	02871	(401) 230-6884
Christian Schomaker	5802 Yorktown Blvd #104	Corpus Christi	TX	78414	(859) 486-9365
Jennifer Faulkner	1821 Westinghouse Rd., Ste 1140	Georgetown,	TX	78626	(512) 238-9931
Shenouda Yacoub	5244 S State Highway 360, Suite 360	Grand Prairie	TX	75052	(817) 891-8784
Rachna Malhotra	825 W Royal Lane #140	Irving	TX	75039	(972) 401-1235
Carl Keating	790 S. Main St	Keller	TX	76248	(817) 562-5088
Jennifer Faulkner	5401 S. FM 1626	Kyle	TX	78640	(512) 238-9931
Jennifer Faulkner	4500 Palm Valley Blvd, Ste 130	Round Rock	TX	78665	(512) 238-9931
Neelam Charolia	17910 Bulverde Rd	San Antonio	TX	78259	(979) 393-8407
Imran Ali	21181 Kuykendahl Road	Spring	TX	77379	(832) 722-4481
Billy Jaynes	19822 Southwest Freeway	Sugar Land	TX	77479	(713) 299-3938
Hao-Ching Kuo	24024 Bothell Everett Hwy, A400	Bothell	WA	98021	(281) 482-1847
Khurram Khan	3414 132nd St SE #303	Mill Creek	WA	98012	(650) 267-9902

EXHIBIT B
FINANCIAL STATEMENTS

Mathnasium Center Licensing, LLC

Financial Statements

December 31, 2022 (Successor) and 2021 (Successor) and for the Periods ended
December 31, 2022 (Successor), December 31, 2021 (Successor),
November 15, 2021 (Predecessor), and December 31, 2020 (Predecessor)

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INDEPENDENT AUDITOR'S REPORT

To the Managing Member
Mathnasium Center Licensing, LLC
Los Angeles, California

Opinion

We have audited the accompanying financial statements of Mathnasium Center Licensing, LLC (a California limited liability company) (the "Company"), which comprise the balance sheets as of December 31, 2022 and 2021 (Successor), and the related statements of income and changes in member's equity, and cash flows for the year ended December 31, 2022 and for the period from November 16, 2021 through December 31, 2021 (collectively, the "Successor") and the related statements of income and changes in member's equity, and cash flows for the period from January 1, 2021 through November 15, 2021, and for the year ended December 31, 2020 (collectively, the "Predecessor") and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Mathnasium Center Licensing, LLC as of December 31, 2022 and 2021 (Successor), and the results of its operations and its cash flows for the year ended December 31, 2022 and for the period from November 16, 2021 through December 31, 2021 (collectively, the "Successor"), the period from January 1, 2021 through November 15, 2021, and the year ended December 31, 2020 (collectively, the "Predecessor") 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. 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 Mathnasium Center Licensing, LLC 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.

Change in Accounting Principle

As described in Note 2 to the financial statements, the Company adopted FASB Topic 842, *Leases*. Our opinion is not modified with respect to that matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these 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 Mathnasium Center Licensing, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America 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 auditing standards generally accepted in the United States of America, 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 Mathnasium Center Licensing, LLC'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 Mathnasium Center Licensing, LLC'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.

Armanino LLP
Woodland Hills, California

March 30, 2023

Mathnasium Center Licensing, LLC
Balance Sheets
December 31, 2022 (Successor) and 2021 (Successor)

	Successor	
	December 31, 2022	December 31, 2021
ASSETS		
Current assets		
Cash	$ 5,088,573	$ 5,802,574
Accounts and notes receivable, net	3,930,144	4,014,010
Prepaid expenses and other current assets	1,243,210	542,540
Total current assets	10,261,927	10,359,124
Notes receivable, net of current portion	-	103,561
Other assets	377,586	385,474
Software and website development costs, net	6,424,650	5,415,243
Property and equipment, net	906,769	1,263,459
Right-of-use asset, net	1,898,381	-
Franchise agreements, net	13,848,214	16,205,357
Goodwill	122,294,306	122,294,306
Total assets	$ 156,011,833	$ 156,026,524
LIABILITIES AND MEMBER'S EQUITY		
Current liabilities		
Accounts payable	$ 1,065,015	$ 1,022,754
Accrued liabilities	3,677,968	2,120,632
Lease liability, current portion	654,405	-
Deferred franchise fee revenue	1,322,891	1,728,502
Total current liabilities	6,720,279	4,871,888
Long-term liabilities		
Deferred franchise fee revenue, net of current portion	1,214,016	1,537,414
Lease liability, net of current portion	1,271,867	-
Total long-term liabilities	2,485,883	1,537,414
Total liabilities	9,206,162	6,409,302
Member's equity	146,805,671	149,617,222
Total liabilities and member's equity	$ 156,011,833	$ 156,026,524

The accompanying notes are an integral part of these financial statements.

Mathnasium Center Licensing, LLC
Statements of Income and Changes in Member's Equity
For the Year Ended December 31, 2022 (Successor 2022 Period) and for the Period from November 16, 2021 through December 31, 2021 (Successor 2021 Period), the Period from January 1, 2021 through November 15, 2021 (Predecessor 2021 Period), and the Year ended December 31, 2020 (Predecessor 2020 Period)

	Successor		Predecessor	
	Year ended December 31, 2022	Period from November 16, 2021 through December 31, 2021	Period from January 1, 2021 through November 15, 2021	Period from January 1, 2021 through December 31, 2020
Revenues				
Franchise fees	$ 2,020,512	$ 276,579	$ 1,793,296	$ 2,779,751
Royalties and marketing fees	39,529,290	4,598,530	29,294,629	27,867,255
Management fees and other revenue	1,094,130	387,777	2,408,634	2,772,518
Total revenues	42,643,932	5,262,886	33,496,559	33,419,524
Operating expenses				
Marketing and advertising	9,317,245	1,421,155	7,452,395	6,781,676
Franchisee systems, training and support	5,732,543	818,000	4,305,023	6,145,419
Curriculum development	631,944	63,456	540,002	836,204
General and administrative	9,987,121	392,087	5,975,722	7,271,095
Depreciation and amortization	3,802,221	441,403	807,855	798,959
Total operating expenses	29,471,074	3,136,101	19,080,997	21,833,353
Income from operations	13,172,858	2,126,785	14,415,562	11,586,171
Other income (expense)				
Interest expense	-	-	-	(11,061)
Interest income	-	-	-	6,721
Forgiveness of notes payable	-	-	1,907,270	-
Total other income (expense)	-	-	1,907,270	(4,340)
Net income	13,172,858	2,126,785	16,322,832	11,581,831
Member's equity, beginning of period	149,617,222	-	5,866,019	5,961,042
Distributions	(15,984,409)	(360,563)	(14,129,967)	(11,676,854)
Purchase consideration related to the acquisition of holdings allocated to the company (Note 12)	-	147,851,000	-	-
Member's equity, end of period	$ 146,805,671	$ 149,617,222	$ 8,058,884	$ 5,866,019

The accompanying notes are an integral part of these financial statements.

Mathnasium Center Licensing, LLC
Statements of Cash Flows
For the Year Ended December 31, 2022 (Successor 2022 Period) and for the Period from November 16, 2021 through December 31, 2021 (Successor 2021 Period), the Period from January 1, 2021 through November 15, 2021 (Predecessor 2021 Period), and the Year ended December 31, 2020 (Predecessor 2020 Period)

	Successor		Predecessor	
	Year ended December 31, 2022	Period from November 16, 2021 through December 31, 2021	Period from January 1, 2021 through November 15, 2021	Year ended December 31, 2020
Cash flows from operating activities				
Net income	$ 13,172,858	$ 2,126,785	$ 16,322,832	$ 11,581,831
Adjustments to reconcile net income to net cash provided by operating activities				
Depreciation and amortization	3,802,221	441,403	807,855	798,959
Right-of-use asset amortization	655,129	-	-	-
Deferred rent	-	-	(177,833)	(198,079)
Allowance for uncollectible accounts	(69,116)	(120,904)	89,584	224,960
Forgiveness of notes payable	-	-	(1,907,270)	-
Changes in operating assets and liabilities				
Accounts and notes receivable	256,543	1,808,194	(2,132,465)	(418,029)
Prepaid expenses and other current assets	(700,670)	368,737	(431,261)	222,894
Other assets	7,888	(14,472)	7,695	205,611
Accounts payable	42,261	695,392	(52,103)	(387,881)
Accrued liabilities	1,557,336	(272,667)	132,164	302,385
Deferred franchise fee revenue	(729,009)	(51,505)	(624,898)	(1,486,585)
Lease liability	(627,238)	-	-	-
Net cash provided by operating activities	17,368,203	4,980,963	12,034,300	10,846,066
Cash flows from investing activities				
Software and website development costs	(2,052,043)	(232,905)	(1,865,020)	(1,362,055)
Purchases of property and equipment	(45,752)	(3,216)	(36,137)	(10,831)
Net cash used in investing activities	(2,097,795)	(236,121)	(1,901,157)	(1,372,886)
Cash flows from financing activities				
Distributions	(15,984,409)	(360,563)	(14,129,967)	(11,676,854)
Proceeds from notes payable	-	-	-	1,896,209
Net cash used in financing activities	(15,984,409)	(360,563)	(14,129,967)	(9,780,645)
Net increase (decrease) in cash	(714,001)	4,384,279	(3,996,824)	(307,465)
Cash, beginning of period	5,802,574	1,418,295	5,415,119	5,722,584
Cash, end of period	$ 5,088,573	$ 5,802,574	$ 1,418,295	$ 5,415,119
Supplemental disclosures – non-cash activity:				
Right-of-use assets and lease liability from adoption of ASC 842	$ 2,553,510	$ -	$ -	$ -
Purchase consideration related to the acquisition of holdings allocated to the company	$ -	$ 147,851,000	$ -	$ -

The accompanying notes are an integral part of these financial statements.

Mathnasium Center Licensing, LLC
Notes to Financial Statements
December 31, 2022 (Successor), December 31, 2021 (Successor), November 15, 2021 (Predecessor) and December 31, 2020 (Predecessor)

1. NATURE OF OPERATIONS

Mathnasium Center Licensing, LLC ("MCL" or the "Company") is a single-member limited liability company formed on June 20, 2003, in the state of California. MCL is wholly-owned by Mathnasium, LLC (the "Parent"). The Parent is wholly-owned through an intermediate entity by Mathnasium Holdings, LLC ("Holdings") and therefore Holdings is the ultimate owner of MCL. In May 2015, certain assets, liabilities and contract agreements of the Parent were contributed to Holdings. MCL grants franchisees use of the name Mathnasium and of proprietary teaching materials and technologies, The Mathnasium Method™ and the associated business systems. The system facilitates the process of operating a business to teach mathematics to children through neighborhood learning centers. The Mathnasium franchise operates throughout the United States and various other countries throughout the world.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of presentation

On November 15, 2021, RC VI Numbers Holdings, LLC ("RC VI Numbers") acquired a majority interest in Holdings (the "Acquisition").

The Acquisition was accounted for as a business combination in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 805, *Business Combinations* ("ASC 805"). The Company, as an eventual consolidated subsidiary of Holdings, accounted for the Acquisition using pushdown accounting which resulted in a new fair value basis for the Company's assets and liabilities on November 15, 2021 and subsequent referred to as "Successor". Periods prior to November 15, 2021 are referred to as "Predecessor". As a result of pushdown accounting, the excess of the purchase price allocated to the Company over the fair value of the Company's net assets was recorded as goodwill. The fair value of assets acquired and liabilities assumed was determined based on assumptions that reasonable market participants would use in the principal (or most advantageous) market for the asset or liability. See Note 12 for details of the purchase accounting.

The year ended December 31, 2020 and the period from January 1, 2021 through November 15, 2021 reflect the historical cost basis of accounting of the Company that existed prior to the Acquisition. These periods are referred to as "Year ended December 31, 2020 and as of December 31, 2020 (collectively Predecessor 2020 Period)" and "Period from January 1, 2021 through November 15, 2021 (Predecessor 2021 Period)". The period from November 16, 2021 through December 31, 2021 and as of December 31, 2021 is referred to collectively as the "Successor 2021 Period". The year ended December 31, 2022 and as of December 31, 2022 is referred to collectively as the "Successor 2022 Period".

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Basis of presentation (continued)

The Successor period reflects the costs and activities as well as the recognition of assets and liabilities of the Company at their fair values pursuant to the election of pushdown accounting as of the consummation of the Acquisition. Due to the application of acquisition accounting by Holdings, the election of pushdown accounting, and the conforming of significant accounting policies, the results of operations, cash flows, and other financial information for the Successor period are not comparable to the Predecessor periods.

Change in accounting principle

In February 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Codification Topic 842 *Leases* ("ASC" 842), amending the lease guidance for a single lessee accounting model, requiring lessees to recognize assets and liabilities for all leases unless the lease term is 12 months or less. The Company adopted FASB ASC 842 with an initial date of application of January 1, 2022, by applying the modified retrospective transition approach and using the additional (and optional) transition method provided by FASB ASC 842. The Company did not restate prior periods as presented under FASB ASC 840 and instead, evaluated whether a cumulative impact adjustment to retained earnings as of January 1, 2022, was necessary for the cumulative impact of adoption of FASB ASC 842. Management determined no cumulative effect adjustment to retained earnings as of January 1, 2022 was necessary. As part of the transition, the Company elected to apply the following practical expedients:

- Election not to reassess whether any expired or existing contracts are or contain leases
- Election not to reassess the lease classification for any expired or existing leases
- Election not to reassess initial direct costs on any existing leases
- Election whereby the lease and nonlease components will not be separated for leases of office space, warehouses, and vehicles
- Election not to record right-of-use assets and corresponding lease liabilities for short-term leases with a lease term of 12 months or less, but greater than 1 month. Leases of 1 month or less are not included in short-term lease costs.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Change in accounting principle (continued)

In October 2021, the FASB issued ASU 2021-08, *Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers.* The amendments in ASU 2021-08 provide specific guidance on how to recognize and measure acquired contract assets and contract liabilities from revenue contracts in a business combination. For public business entities, the amendments are effective for fiscal years beginning after December 15, 2022. For all other entities, the amendments are effective for fiscal years beginning after December 15, 2023, and early adoption is permitted. The Successor adopted ASU 2021-08 prospectively on November 16, 2021.

On January 28, 2021, the FASB issued Accounting Standards Update (ASU) 2021-02, *Franchisors-Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient*. The amendments in ASU 2021-02 provide a practical expedient related to ASC 606 that permits franchisors that are not public business entities (PBEs) to account for pre-opening services provided to a franchisee as distinct from the franchise license if the services are consistent with those included in a predefined list within the ASU. Additionally, amendments in ASU 2021-02 provide an accounting policy election to recognize the pre-opening services as a single performance obligation. Entities that are not within the scope of ASU 2021-02 are not permitted to apply it directly or by analogy.

If an entity already has adopted ASC 606, as MCL has, the amendments in ASU 2021-02 are effective for annual periods beginning after December 15, 2020. This amendment had no significant impact on the accompanying financial statements.

Learning centers

At December 31, 2022 (Successor), there were 955 learning centers in operation in the United States, of which 952 were franchised and 3 were owned by Holdings. At December 31, 2021 (Successor), there were 951 learning centers in operation in the United States, of which 948 were franchised and 3 were owned by Holdings. At December 31, 2020 (Predecessor), there were 934 learning centers in operation in the United States, of which 927 were franchised and 7 were owned by Holdings. There were 26, 68, and 41 new franchise agreements awarded during 2022 (Successor), 2021 (Successor and Predecessor), and 2020 (Predecessor), respectively. There were 31, 31, and 56 franchise agreements that expired, terminated or otherwise ceased during 2022 (Successor), 2021 (Successor and Predecessor), and 2020 (Predecessor), respectively.

Use of estimates

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from these estimates.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Cash equivalents

The Company considers financial instruments with original maturities of 90 days or less to be cash equivalents. There were no cash equivalents at December 31, 2022 (Successor) or 2021 (Successor).

Concentrations

The Company's bank balances exceed the Federal Deposit Insurance Corporation insured limit of $250,000. The Company has not experienced and does not anticipate any losses related to these balances.

Reclassification

Certain 2020 (Predecessor) balances have been reclassified in order to conform to the December 31, 2021 (Successor and Predecessor), presentation, resulting in no effect on December 31, 2020 (Predecessor) total member's equity, nor on the total net income for the year then ended.

Accounts and notes receivable

The Company carries its accounts receivable at invoiced amounts less allowances for discounts and doubtful accounts. The Company does not accrue interest on trade receivables. The Company, in the normal course of business, enters into promissory notes with franchisees for the purpose of financing franchise agreements.

Management evaluates the ability to collect accounts and notes receivable based on a combination of factors. An allowance for uncollectible accounts is maintained based on the length of time receivables are past due, the status of the customer's financial position and other credit risk indicators. The allowance for uncollectible accounts as of December 31, 2022 (Successor) and 2021 (Successor) was $94,597 and $163,713 respectively.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Software and website development costs

Software development costs are accounted for in accordance with ASC 350-40, *Intangibles – Goodwill and Other Internal-Use Software*. Under this accounting standard, costs incurred for conceptualizing and evaluating software alternatives are expensed as incurred. Costs during the application development stage, including software design, coding, configuration, testing and interfaces are capitalized. These costs primarily include internal labor costs for those employees directly and indirectly involved with software development and may also include, among other things, external consulting fees and software license fees related thereto. Once an application, system or module becomes active and is no longer considered to be in development, internally developed software costs are amortized over their estimated useful life of five to ten years. Costs in the post-implementation stage or operation stage, including costs related to training, external support and software maintenance are expensed as incurred.

Website development costs are amortized over its estimated useful life of five to ten years.

Property and equipment

Property and equipment are carried at cost, net of accumulated depreciation and amortization.

Depreciation and amortization of property and equipment is computed using the straight-line method over the following estimated useful lives:

Computer and office equipment	3 - 5 years
Furniture and fixtures	5 - 10 years
Purchased software	5 - 10 years
Leasehold improvements	Shorter of useful life or lease term

Normal repairs and maintenance are expensed as incurred, whereas significant charges which materially increase values or extend useful lives are capitalized and depreciated or amortized over the estimated useful lives of the related assets.

Goodwill

Goodwill is the amount by which the purchase price exceeded the fair value of the net identifiable assets acquired and liabilities assumed in the Acquisition (see Note 12). Goodwill is assessed for impairment at least annually or when events and circumstances occur indicating that the recorded goodwill may be impaired. There were no impairment charges in Successor 2022 Period or Successor 2021 Period.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Franchise agreements

Franchise agreements are stated at fair value after consideration of the Acquisition and pushdown accounting (see Note 12), and are amortized over a useful life of seven years. Amortization expense for this asset totaled $2,357,143 and $294,643 as of December 31, 2022 (Successor) and December 31, 2021 (Successor).

Impairment of long-lived assets

The Company reviews the carrying value of long-lived assets for impairment when factors and circumstances indicate that the carrying values may not be recoverable. Recoverability of assets to be held and used is determined by a comparison of the carrying amount of an asset to future undiscounted net cash flows expected to be generated by the asset. If such assets are considered impaired, the impairment recognized is measured by comparing projected discounted cash flow of the asset to the asset carrying values. There were no impairment charges in 2022 (Successor), 2021 (Successor and Predecessor), or 2020 (Predecessor).

Deferred rent

The Parent leases office space in California for the benefit of MCL. Rent expense is recognized on a straight-line basis over the expected lease term. The operating lease for its headquarters facility provides for tenant improvement allowances, rent holidays and/or escalations in payments over the base lease term, as well as renewal periods. The effects of these lease incentives have been reflected in rent expense on a straight-line basis over the expected lease term.

Revenue recognition

Franchise agreements grant franchisees use of the name Mathnasium and of proprietary teaching materials and technologies, The Mathnasium Method™, and the associated business systems within a designated geographic area. Franchise agreements typically have a five-year renewable term with an initial non-refundable franchise fee. Continuing fees include fixed monthly base fees as well as monthly royalty and marketing fees based on a percentage of franchisee gross sales.

The Company recognizes revenues from franchise operations in accordance with the provisions of ASC No. 606, *Revenue from Contracts with Customers.*

Franchise Fees - Fees from initial territory sales and option agreements are recognized as revenue ratably over the life of the agreement, which is five years, beginning the first month after the signing of the franchise agreement. Deferred franchise fee revenue amounted to $2,536,907 and $3,265,916 at December 31, 2022 (Successor) and December 31, 2021 (Successor), respectively.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Revenue recognition (continued)

Royalty Fees - Royalty fees are recognized and charged as a percentage of franchisee gross sales on a monthly basis.

Marketing fees for national, regional, or local marketing and promotional services

The Company expends marketing fees collected from franchisees to pay for expenses related to the development of marketing materials and processes for use by franchisees and the Company in national, regional or local advertising, cooperative advertising, market research, public relations, promotional campaigns, internet presence, internet marketing, marketing products and services, and other marketing, advertising or promotion efforts.

Marketing fees collected from franchisees was $7,482,680 for the Successor 2022 Period. Marketing fees collected from franchisees was $897,356 and $5,766,149 for the Successor 2021 Period and Predecessor 2021 Period, respectively. Marketing fees collected from franchisees for the Predecessor 2020 Period amounted to $4,882,005.

Marketing expenses incurred on behalf of franchisees amounted to $7,484,890 for the Successor 2022 Period. Marketing expense incurred on behalf of franchisees amounted to $1,103,135 and $5,527,206 for the Successor 2021 Period and Predecessor 2021 Period, respectively. Marketing expense incurred on behalf of franchisees amounted to $4,741,849 for the Predecessor 2020 Period.

Advertising

Advertising expense relates to activities to promote the Mathnasium brand to consumers and prospective franchisees and are expensed as incurred.

Advertising expense totaled $6,351,721 for the Successor 2022 Period. Advertising expense totaled $872,943 and $5,593,480 for the Successor 2021 Period and Predecessor 2021 Period, respectively. Advertising expense totaled $4,590,156 for the Predecessor 2020 Period.

Franchisee systems, training and support

Franchisee systems, training and support expenses are costs directly associated with the training and ongoing support of franchisees including office rent, printing and supplies, communications, conventions, professional services and employee compensation. These costs are expensed when incurred.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Curriculum development

Curriculum development expenses are costs directly associated with the creation, maintenance and use of the Mathnasium curriculum, including education materials, conferences and employee compensation. These costs are expensed when incurred.

Income taxes

The Company is a single-member limited liability company which is a disregarded entity for federal income tax purposes. As a disregarded entity, a federal income tax return is not filed. Rather, the Company's results of operations and taxable income or loss is reported on the federal corporate income tax return of the Parent.

The Company is subject to state LLC fees and other state taxes, which are included in general and administrative expenses, and totaled $11,790 for each year presented. For California income tax purposes, a limited liability company is required to pay a fee based on the gross receipts, as defined, plus $800 annually.

Subsequent events

The Company has evaluated events subsequent to December 31, 2022, to assess the need for potential recognition or disclosure in the financial statements. Such events were evaluated through March 30, 2023, the date the financial statements were available to be issued. Based upon this evaluation, it was determined no subsequent events occurred that require recognition or additional disclosure in the financial statements.

3. ACCOUNTS AND NOTES RECEIVABLE

Accounts and notes receivable consist of royalties, marketing fees and other franchise fees payable to the Company. The Company, in the normal course of business, enters into promissory notes with franchisees for the purpose of financing franchise agreements. In addition, during 2020 and 2021 the Company offered additional financing to franchisees based on economic circumstances surrounding COVID-19. The current portion of accounts and notes receivable consist of amounts due to the Company within one year of the balance sheet date.

Accounts and notes receivable at December 31, 2022 (Successor) consisted of the following:

	Current	Noncurrent	Total
Accounts receivable	$ 4,024,741	$ -	$ 4,024,741
Allowance for uncollectible accounts	(94,597)	-	(94,597)
	$ 3,930,144	$ -	$ 3,930,144

3. ACCOUNTS AND NOTES RECEIVABLE (continued)

Accounts and notes receivable at December 31, 2021 (Successor) consisted of the following:

	Current	Noncurrent	Total
Accounts receivable	$ 3,522,078	$ -	$ 3,522,078
Notes receivable	631,445	127,761	759,206
	4,153,523	127,761	4,281,284
Allowance for uncollectible accounts	(139,513)	(24,200)	(163,713)
	$ 4,014,010	$ 103,561	$ 4,117,571

4. SOFTWARE AND WEBSITE DEVELOPMENT COSTS

Included in software and website development costs are the costs to create the Company's proprietary customer relationship management system ("Franchise CRM System") for franchisee use. Additionally, the Company capitalized costs to create its website, which focuses on marketing to consumers and franchisees and allow franchisees to integrate their internet presence with that of the Company.

Amortization of the costs associated with the completed phases of the Franchise CRM System and website commence as the projects are completed. Amortization expense for these assets totaled $1,042,636 for the Successor 2022 Period. Amortization expense for these assets totaled $96,680 and $452,400 for the Successor 2021 Period and Predecessor 2021 Period, respectively. Amortization expense for these assets totaled $313,394 for the Predecessor 2020 Period.

Software and website development costs consisted of the following:

	Successor December 31, 2022	Successor December 31, 2021
Internally-developed software	$ 6,512,290	$ 4,948,949
Website	1,032,360	562,974
	7,544,650	5,511,923
Accumulated amortization	(1,120,000)	(96,680)
	$ 6,424,650	$ 5,415,243

5. PROPERTY AND EQUIPMENT, NET

Property and equipment, net consisted of the following:

	Successor December 31, 2022	Successor December 31, 2021
Computer and office equipment	$ 96,287	$ 49,898
Furniture and fixtures	110,277	110,276
Purchased software	56,088	56,088
Leasehold improvements	1,097,091	1,097,395
	1,359,743	1,313,657
Accumulated depreciation and amortization	(452,974)	(50,198)
	$ 906,769	$ 1,263,459

Depreciation and amortization expense for property and equipment totaled $402,442 for the Successor 2022 Period. Depreciation and amortization expense for property and equipment totaled $50,080 and $355,455 for the Successor 2021 Period and Predecessor 2021 Period, respectively. Depreciation and amortization expense for property and equipment totaled $485,565 for the Predecessor 2020 Period.

6. LINE OF CREDIT

The Company renewed its revolving line of credit on May 24, 2019 ("Loan Agreement") through July 1, 2020. Pursuant to the Loan Agreement, the Company has pledged as collateral all receivables, equipment and fixtures, and the Loan Agreement is guaranteed by certain members of Holdings. The Loan Agreement was temporarily extended through October 31, 2020 and was not renewed.

7. FORGIVEN LOANS

Paycheck Protection Program loan forgiven

On May, 2, 2020, MCL received a $46,886 loan from the Paycheck Protection Program (the "PPP"), established pursuant to the recently enacted Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") and administered by the U.S. Small Business Administration ("SBA"). PPP loans and accrued interest are forgivable after a "covered period" (8 or 24 weeks) as long as the borrower maintains its payroll levels and uses the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities. Any unforgiven portion of a PPP loan is payable over two or five years at an interest rate of 1%, with deferred payments for six months after the end of the covered period. The Company has elected to record proceeds from the PPP loan as debt under the FASB issued ASU 470, *Debt*. Under ASU 470, the loan is not derecognized until legal release of the liability has occurred. In May 2021, MCL received forgiveness for the full amount of the PPP loan along with $473 of interest, which was recognized as other income in the statement of income and changes in member's equity for the Predecessor 2021 Period pursuant to FASB ASC 2016-04, *Liabilities - Extinguishments of Liabilities (Subtopic 405-20)*. The receipt and subsequent forgiveness of the PPP loan occurred in entirety prior to the Acquisition, during the Predecessor periods.

Note payable to parent forgiven

On May 2, 2020, the Parent loaned $1,849,323 directly to MCL. The loan matured in May 2022 and the annual interest rate was 1%. This loan was forgiven in June 2021 and the loan principal amount along with $10,588 was recognized as other income in the statement of income and changes in member's equity for the Predecessor 2021 Period.

8. COMMITMENTS AND CONTINGENCIES

Litigation

The Company is subject to certain claims and lawsuits in the normal course of business. Liabilities for loss contingencies arising from claims, assessments, litigation, fines, penalties and other sources are recorded when it is probable that a liability has been incurred and the amount of the assessment and/or remediation can be reasonably estimated. Legal costs incurred in connection with loss contingencies are expensed as incurred. The Company is not aware of any litigation or claims that management has not accounted for or believes would have a material adverse effect on its financial condition or results of operations.

9. RIGHT-OF-USE ASSETS AND LIABILITIES

In January 2022, the Company adopted the new lease accounting guidance under ASC 842. The most significant change requires lessees to record the present value of the operating lease payments as right-of-use assets and liabilities on the balance sheets. The new guidance continues to require lessees to classify leases between operating and financing leases (formerly "capital leases"). The adoption of ASC 842 resulted in the recognition of a right-of-use asset and liability in the amount of $2,553,510. Right-of-use asset amortization expense is recognized on a straight-line basis over the expected lease term. Amortization expense totaled $655,129 for the Successor 2022 Period.

The Parent leases office space in California for the benefit of MCL under an operating lease that expires in October 2025. Rent expense under ASC 842 was $681,248 for the Successor 2022 Period. Rent expense paid to the Parent totaled $57,242 and $404,173 for the Successor 2021 Period and Predecessor 2021 Period, respectively. Rent expense paid to the Parent totaled $440,230 for the Predecessor 2020 Period.

The right-of-use asset is detailed as follows:

	Successor December 31, 2022
Right-of-use asset - operating	$ 1,898,381

The right-of-use lease liability is detailed as follows:

	Successor December 31, 2022
Lease liability, current portion	$ 654,405
Lease liability, net of current portion	1,271,867
	$ 1,926,272

The components of lease costs are as follows:

	Successor 2022
Operating lease costs	$ 655,129
	$ 655,129

9. RIGHT-OF-USE ASSETS AND LIABILITIES (continued)

The scheduled minimum lease payments under the lease terms are as follows:

Year ending December 31,	
2023	$ 672,958
2024	693,147
2025	591,991
	1,958,096
Less: imputed interest	(31,824)
	$ 1,926,272

10. RETIREMENT PLAN

The Company has a 401(k) plan (the "Plan") to provide discretionary retirement benefits for its employees. The Company matches employee contributions up to a maximum of 4% of their annual compensation. In 2022, The Company's contribution to the Plan was $377,609 for the Successor 2022 Period. The Company's contribution to the Plan was $42,376 and $258,978 for the Successor 2021 Period and Predecessor 2021 Period, respectively. The Company's contribution to the Plan was $341,523 for the Predecessor 2020 Period.

11. RELATED PARTY TRANSACTIONS

Management fees

The Company charges management fees to various related affiliates for services provided by the Company's employees. Management fee revenue amounted to $1,094,130 for the Successor 2022 Period. Management fee revenue amounted to $166,320 and $1,164,236 for the Successor 2021 Period and Predecessor 2021 Period, respectively. Management fee revenue amounted to $1,493,878 for the Predecessor 2020 Period, and is included within other income on the statements of income and changes in member's equity.

Receivables

Included in accounts receivable at December 31, 2022 (Successor) and December 31, 2021 (Successor) were balances due from Holdings-owned learning centers of $69,091 and $53,426, respectively. These amounts consist of franchise royalties, employee salary reimbursements and other expense reimbursements resulting from Holdings' operation of Holdings-owned learning centers.

11. RELATED PARTY TRANSACTIONS (continued)

Royalties and marketing revenues

Total royalties and marketing revenues recognized by the Company from Holdings-owned learning centers amounted to $162,651 for the Successor 2022 Period. Total royalties and marketing revenues recognized by the Company from Holdings-owned learning centers amounted to $15,781 and $131,043 for the Successor 2021 Period and Predecessor 2021 Period, respectively. Total royalties and marketing revenues recognized by the Company from Holdings-owned learning centers amounted to $170,111 for the Predecessor 2020 Period, and is included within royalties and marketing fees in the statements of income and changes in member's equity.

Subsidiary guarantee of Parent debt

Pursuant to the Acquisition, at December 31, 2022 (Successor) and December 31, 2021 (Successor), substantially all of MCL's assets, as well as substantially all of certain other Holdings' wholly-owned domestic subsidiaries' assets, were held as collateral for a term loan entered into on November 15, 2021 by the Parent. Additionally, the Parent has a revolving line of credit at December 31, 2022 and 2021. Such assets of MCL and such other Holdings' subsidiaries also collateralize the revolving line of credit.

12. ACQUISITION OF MATHNASIUM HOLDINGS, LLC

On November 15, 2021, RC VI Numbers acquired a majority interest in Holdings. The fair value of the business combination allocated to the Company was $146,432,705, net of the cash acquired of $1,418,295.

The estimated fair values of assets acquired and liabilities assumed of the Company as of November 15, 2021 is as follows:

Fair value of business combination, net	$ 146,432,705
Identifiable assets acquired and liabilities assumed	
Current assets	
Accounts receivable	5,635,167
Prepaids expenses and other current assets	911,278
Total current assets	6,546,445
Non-current assets	
Property and equipment, net	1,310,442
Notes receivable	169,693
Other long-term assets	371,002
Website and other software	578,898
Intangible assets	21,200,000
Total non-current assets	23,630,035

12. ACQUISITION OF MATHNASIUM HOLDINGS, LLC (continued)

Current liabilities	
Accounts payable	(327,361)
Other accrued liabilities	(710,782)
Accrued payroll liabilities	(1,682,517)
Deferred franchise fees	(1,654,115)
Total current liabilities	(4,374,775)
Non-current liabilities	
Deferred franchise fees revenue, net of current portion	(1,663,306)
Goodwill	$ 122,294,306

The following table summarizes the intangible assets by class:

Intangible Assets	Amount	Weighted-Average Useful Life	Amortization Method
Franchise agreements	$ 16,500,000	7 years	Straight-line
Internally developed technology platform	4,700,000	6 years	Straight-line
	$ 21,200,000		

Goodwill was recorded to reflect the excess of the purchase price over the estimated fair value of the net identifiable assets acquired, which is not deductible for tax purposes. The excess of the purchase price over the fair value of the net assets of the acquired business represents synergies specific to the Company.

Upon review of the initial purchase price allocation at the acquisition date of November 15, 2021, the Company has determined that there are no material adjustments necessary to adjust the purchase price allocation initially recorded as of December 31, 2022.

EXHIBIT C
FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

MATHNASIUM CENTER LICENSING, LLC

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MATHNASIUM CENTER LICENSING, LLC
FRANCHISE AGREEMENT

This FRANCHISE AGREEMENT (this "**Agreement**") is entered into on _____, 20___ (the "**Effective Date**") between MATHNASIUM CENTER LICENSING, LLC, a California limited liability company ("**Mathnasium**," "**we**," or "**us**"), and _____ ("**you**").

DEFINITIONS

"**AAA**" means the American Arbitration Association.

"**Base Royalty**" means a monthly fee of Five Hundred Dollars ($500).

"**CCS**" means Mathnasium's centralized computer system, currently called Radius, in its existing form and as it may be changed from time to time.

"**Center**" means the Mathnasium Center that you operate under this Agreement.

"**Center Director**" means a person who assumes the management responsibilities for the Center's day-to-day operations.

"**Centralized Digital and Local Marketing Program**" means a program designed to centralize the purchase of digital and other media to reduce the overall, system-wide media management fees. We may, from time to time, change the design and expenditures of the Centralized Digital and Local Marketing Program in our judgment.

"**Competing Business**" means (a) any business that offers education to children, whether by means of academic instruction, self-guided instruction, tutoring, test preparation, or any form of supplemental educational service, in any medium, whether in person or online; or (b) any business granting franchises, licenses or similar rights, or that participates in partnerships or joint ventures, for the development and/or operation of the type of business specified in subparagraph (a) of this definition (other than a Mathnasium Center franchise operated under a franchise agreement with us).

"**Confidential Information**" means information related to Mathnasium and its business and its franchisees' businesses. "Confidential Information" includes (but is not limited to) (i) the Manuals; (ii) the System; (iii) knowledge of specifications for and suppliers of, and methods of ordering, supplies and other products that Centers use and/or sell; (iv) marketing research and promotional, marketing, advertising, public relations, customer relationship management and other brand-related materials and programs for Centers; (v) pricing information; (vi) knowledge of the operating results and financial performance of Centers other than the Center operated by you pursuant to this Agreement; (vii) customer communication and retention programs, along with data used or generated in connection with those programs; (viii) training materials; (ix) development strategies and development plans for Centers; (x) Customer Data and any data or procedures to which you would not have had access if you were not a Mathnasium franchisee; and (xi) any other information we reasonably designate from time to time as confidential or proprietary. We own all intellectual property rights and other rights to the Confidential Information.

"**CPI**" means the Consumer Price Index and specifically, the annual average of the Consumer Price Index for All Urban Consumers, Service Group Only (1982-1984 = 100), published by the Bureau of Labor Statistics of the United States Department of Labor (or the highest similar future index (as determined by us) if these figures become unavailable.

"**Customer Data**" means any information of natural persons (customers) of the Center, individuals who have expressed an interest in the Center, marketing recipients, attendees of events in which the Center partakes, individuals whose personal information is processed on our instruction or on our behalf, and other related persons, that relates to, identifies, or can be used to identify (on its own or together with other information), contact, locate, or be traced back to the specific person to whom such information pertains, or from which identification or contact information of an individual person can be derived. "Customer Data" shall include information relating to the devices of the foregoing individuals.

"**Dispute**" means any dispute, claim or controversy arising out of or relating to this Agreement, or its breach, including any claim that this Agreement or any part hereof or its formation, is invalid, illegal or otherwise voidable or void, or induced by fraud.

"**FDD**" means the Mathnasium Center Licensing, LLC franchise disclosure document that is in effect as of the Effective Date.

"**Franchise Fee**" means the franchise fee that you must pay us as detailed in Section 5.1 of this Agreement.

"**Fees**" means the Marketing Fee, technology fee, annual convention fee, renewal fee, Digital and Local Marketing Program Fee (as defined in Section 5.3(c)), and any other fee we are entitled to collect under this Agreement, collectively and as applicable.

"**Gross Receipts**" means the total of all receipts (all money or things of value received), derived from all sources in connection with the operation of the Center, including, without limitation, student tuition, registration and testing fees, sales of learning materials, hourly per student private tutoring, and any other products or services provided in connection with the operation of the Center or which are promoted or sold under, or using the Marks and without deducting your costs or expenses, salaries, overrides, or bonuses payable to your employees or independent tutors. "Gross Receipts" shall exclude only sales tax receipts that you must by law collect from customers and that you pay to the government, customer refunds actually paid, and coupons or promotional discounts approved by us.

"**Initial Training Program**" means Mathnasium's initial training program as detailed in Section 4.1 of this Agreement.

"**Interim Period**" means the period of time following the expiration of the term of this Agreement during which you continue to operate the Center, without signing a Successor Franchise Agreement.

"**Losses and Expenses**" means losses, liabilities, claims, penalties, damages (compensatory, exemplary, and punitive), fines, payments, attorneys' fees, experts' fees, court costs, costs associated with investigating and defending against claims, settlement amounts, judgments, assessments, compromises, compensation for damages to our reputation and goodwill, and all other costs associated with any of the foregoing losses and expenses.

"**Manuals**" means Mathnasium's confidential proprietary style guide, manuals, directives, descriptions of the System, and any amendments, supplements, derivative works, and replacements; whether embodied in electronic or other media. We own all copyrights and other rights to the Manuals.

"**Marketing Fee**" means, if you became a first time franchisee on or prior to March 4, 2013, a monthly fee of two percent (2%) of Gross Receipts, or, if you became a Mathnasium franchisee on or after March 5, 2013, a monthly fee of Two Hundred and Fifty Dollars ($250) plus two percent (2%) of Gross Receipts.

"**Marks**" means the trademarks, service marks, logos, trade dress, commercial symbols, domain names, and similar and related words or symbols, whether registered or unregistered, designated by Mathnasium from time to time to identify Centers and the goods and services offered in them.

"**Mathnasium Center**" means a learning center featuring math instruction using the "Mathnasium" education method and other products and services that we designate from time to time, whether operating pursuant to a franchise agreement with us or one of our affiliates or operated by us or one of our affiliates.

"**Minimum Performance Requirements**" has the meaning set forth in Section 2.

"**Minimum Royalty**" means, for any given month, the greater of (i) the Monthly Royalty, and (ii) One Thousand Five Hundred Dollars ($1,500).

"**Monthly Royalty**" means the royalty of ten percent (10%) of your Gross Receipts that you must pay us each month as detailed in Section 5.2(a) of this Agreement.

"**Opening Date**" means the date your Center first opens to existing or potential customers on a "full time basis" (as defined in the Manuals). If this Agreement is executed upon a transfer to new owner(s), then the Opening Date will be deemed to be the original date the Center first opened on a "full time basis" (as defined in the Manuals).

"**Owner**" means any individual or entity holding a direct or indirect ownership interest (whether of record, beneficially, or otherwise) in you or your Center.

"**Required Opening Date**" has the meaning set forth in Section 3.2

"**Royalties**" means the Base Royalty, Monthly Royalty, and Minimum Royalty collectively and as applicable.

"**Royalty Fee**" has the meaning set forth in Section 5.2.

"**Successor Franchise Agreement**" means the franchise agreement you must sign at the commencement of any Successor Term to the term of this Agreement.

"**System**" means (i) Mathnasium's education systems, including but not limited to teaching methods, application forms, diagnostic tests, achievement tests, curriculum worksheets, student record books, progress charts, and other student or teacher aids in whatever media; (ii) Mathnasium's business systems, including but not limited to marketing, accounting, operational and administrative materials and processes; (iii) Mathnasium's know-how; (iv) the CCS; and (v) Confidential Information and Manuals used by us, by you, or in Centers. You acknowledge that: (i) the System is not generally known and is beyond your present skills and experience; (ii) to develop the System would be expensive, time consuming, and difficult; and (iii) we own all intellectual property rights, copyrights, and other rights to the System.

"**Territory**" means the territory described or depicted in Attachment 1 to this Agreement.

"**Transfer**" means any assignment, sale, division, encumbrance, hypothecation, mortgage, pledge or other transfer by you, in whole or in part of any interest, either voluntarily or by operation of law (such as through divorce or bankruptcy proceedings), in any interest in this Agreement, any interest in the Center, or (if you are a corporation or other legal entity) any ownership interest in you.

"**Transfer Fee**" means a fee of Seven Thousand Dollars ($7,000) as detailed in Section 17.3(c) of this Agreement.

1. APPOINTMENT

1.1. Grant. Subject to the terms and conditions set forth in this Agreement, we hereby grant you during the term of this Agreement, a right to develop, own and operate a single Center in the Territory at a location we approve using the Marks and the System. In no event shall this Agreement be deemed a grant or license of any nature by Mathnasium to you to open, own, or operate any Centers other than the single Center in the Territory, or to use the Marks or the System for any purpose not expressly authorized pursuant to this Agreement. You promise to carry out the obligations and responsibilities of a Mathnasium franchisee, including acting yourself as (if you are a sole proprietorship) or employing a Center Director. You may not use your rights under this Agreement to guarantee any obligation of yours or otherwise grant a security or collateral interest in this Agreement.

1.2. Location. You are responsible for selecting a proposed site for your Center after completing the Initial Training Program. You may not locate the Center in your home or in any other residential property. The site must be able to accommodate at least twenty (20) students at one time. Mathnasium has the right to increase these minimum accommodation requirements on reasonable notice.

2. MINIMUM PERFORMANCE REQUIREMENTS

Beginning with the twenty-fourth (24th) full calendar month after the Opening Date, you must (i) maintain a minimum enrollment of seventy-five (75) students, and (ii) the Gross Receipts of your Center must not be in the bottom eight percent (8%) of all Centers in the United States that have been open twelve (12) months or more (collectively (i) and (ii) constitute the "**Minimum Performance Requirements**").

3. SITE SELECTION; TERRITORY

3.1. Site Selection; Lease. You must obtain our authorization of a site before signing a lease for or otherwise establishing a Center. We will not review or authorize your site until after you have completed selected sections of the Initial Training Program. Any assistance we may provide with Territory selection and site selection and our review and authorization of your Territory and site are not representations or guarantees that a Center located within that Territory or at that site will achieve any particular level of success. We must review and consent to the physical layout of each Center. You agree that we have no liability to you regarding the viability or profitability of your Center. You must obtain Mathnasium's written approval of the site before you enter into any commitment with the landlord or site owner. You shall use your best efforts to cause the lease for your Center to be amended such that the lease:

(a) Provides for notice to Company of any default by you under the lease;

(b) Provides that you may assign your interest under the lease to Company without the lessor's consent, and provide that it may be further assigned or sublet to a "Mathnasium" franchisee approved by us during the initial term or any renewal term of the Lease;

(c) Provides that we may assume the lease upon termination of this Agreement or if you commit a default that gives the lessor the right to terminate the lease;

(d) Provides that the Lease shall automatically terminate upon the termination of this Agreement;

(e) Provides that upon expiration or termination of the lease for any reason, you shall, upon our demand, remove all of the Marks from the Center and modify the decor of the Center so that it no longer resembles, in whole or in part, a Mathnasium, and if you fail to do so, we will be given written notice and the right to enter the Center to make such alterations; and

(f) Provides (if the landlord also leases neighboring premises or premises within the shopping mall or project as the Center) that the landlord shall not execute another lease for the operation of a Competing Business or for any use that would be objectionable to, or that could attract clientele that could be objectionable to, your clients and customers as the parents and guardians of children attending the Center.

3.2. Start of Center Operations. Your Opening Date for your Center must be a date no later than six (6) months after the Effective Date (the "**Required Opening Date**"). You acknowledge that we would be damaged by any unreasonable delay in the opening of your Center within the Territory.

3.3. Territory; Retention of Rights. You are only granted the right to operate one Center in the Territory. You do not have options or rights of first refusal to open any additional centers within the Territory or outside of it. As long as you are in strict compliance with this Agreement, we will not establish another franchised, company-owned, or affiliate-owned Mathnasium Center within the Territory. Your Territory will consist of the geographic area within the boundaries specifically described or depicted in Attachment 1 to this Agreement. Based upon the demographic data available to us, we believe the Territory contains at least two thousand five hundred (2,500) children between the ages of five (5) and nineteen (19) years as of the Effective Date ("**Base Demographics**"). The actual location of your Center must be inside of the Territory's boundaries and approved by us. The size and boundaries of the Territory will be determined by

us. Attachment 1 may also contain certain census or other demographic data available to us through publicly available data or third party vendors. Any data provided to us from a third party vendor is for informational purposes only. We do not represent or warrant that the demographic or geographic data for the Territory will result in any level of business. We have the right to reconfigure your Territory, which we may exercise in order to better reflect what we believe to be your Center's target market after you establish your Center's actual location, after you relocate your Center pursuant to Section 3.4 of this Agreement, after a change to the geographic boundaries, zip codes, or demographic makeup of the area in which you have located your Center, after our discovery of an inadvertent error in the creation of your Territory, or after other events or for other reasons that may be additionally specified in the Manuals, or at any time, for any reason, but not more than once during the Term of this Agreement. If we reconfigure the Territory, we will make commercially reasonable efforts to maintain the Base Demographics.

Except as explicitly and specifically granted to you herein, we reserve all rights in and to the Marks, the System, and the goodwill associated with each of them, including, without limitation, our rights to:

(a) franchise and establish company-owned and affiliate-owned Mathnasium Centers outside the Territory;

(b) establish, operate and franchise the System or any other programs, products and/or services under trade names, trademarks, service marks, or logos other than the Marks within or outside of the Territory;

(c) sell or provide services and products, whether or not part of the System, using the Marks or other names, trademarks and service marks, other than primarily at a learning center, within or outside of the Territory. Specifically, without limitation, we or an affiliate have the right to offer instruction services and products directly to customers on the Internet;

(d) sell or provide services and products, whether or not part of the System, using the Marks or other names, trademarks and service marks to alternative customer types, within and outside of the Territory, including low-income students;

(e) merge with, acquire, establish, be acquired by or become associated with any business or locations of any kind under other systems and/or trademarks, which businesses and locations may offer or sell items, products and services that are the same as or similar to the items, products and services offered at or from the Center and which may be located anywhere within or outside the Territory;

(f) conduct advertising for Mathnasium Centers within and outside of the Territory;

(g) affiliate with other businesses and franchise systems that are directly competitive with Mathnasium Centers, regardless of whether such competitive businesses or franchise systems are located within or outside your Territory; and

(h) engage in any other business activities not expressly prohibited by this Agreement, both within and outside the Territory.

3.4. Relocation of Center. You may not relocate your Center without our prior written approval.

4. TRAINING

4.1. Initial Training Program. We will provide an initial training program (the "**Initial Training Program**") during such period as we designate following the Effective Date and as specifically described in the Manuals. Your Center Director (if your Center Director also has an ownership interest in the franchise business or the franchisee) and the Owner having the largest ownership interest in the franchise business or the franchisee must attend and successfully complete the Initial Training Program to our satisfaction within one hundred eighty (180) days following the Effective Date, as specifically described in the Manuals. Training sessions will be held online, in Los Angeles, California, or at another location in the United States,

as specifically described in the Manuals. The Franchise Fee covers the cost for two attendees to attend the same Initial Training Program; provided that you are responsible for all travel, lodging and incidental expenses associated with attending the Initial Training Program. You agree that any and all information about the System and the Manuals that we provide to you during the Initial Training Program are the exclusive property of Mathnasium and are loaned to you for the sole purpose of training to become a Mathnasium franchisee. Neither you nor anyone under your control may reproduce any portion of the System or Manuals or make them available to anyone else without our prior written authorization. You acknowledge that Confidential Information will be disclosed to you during the Initial Training Program, and all of your attendees must execute a confidentiality and non-disclosure agreement in a form approved by us. You agree not to disclose any Confidential Information without our prior written consent for any purpose other than fulfilling the requirements of the Initial Training Program. We can terminate this Agreement due to your inability to successfully complete the Initial Training Program, as determined in our sole discretion, during or at the conclusion of the Initial Training Program, by providing written notice to you, and refunding your Franchise Fee, less marketing, sales, operational and training costs we have incurred in connection with awarding you a franchise and in connection with this Agreement. The termination notice will be effective immediately upon receipt by you in accordance with the notice provisions set forth in Section 22.1 of this Agreement. You must promptly return all Manuals and information related to the System upon termination of this Agreement. You will still be bound by the confidentiality provision and other provisions that survive termination if this Agreement is terminated. If you are a transferee, you must pay us a one-time non-refundable fee of $3,000 for the cost of the Initial Training Program, whether or not you successfully complete such training. If part or all of the management of your Center will be handled by a person who does not have an ownership interest in the franchise business or franchisee, that person must attend and successfully complete the Center Director Training program to our satisfaction prior to the opening of your Center.

4.2. Training Materials. We will furnish you with the instructional materials we deem appropriate for our training programs. We currently provide you with instructional materials at no charge, as described in the Manuals. We reserve the right to charge for such items and other items of inventory or instruction in the future.

4.3. Training Programs and Requirements. The success of every student enrolled at a Mathnasium Learning Center depends upon the quality and integrity of the program in which that student receives instruction, and in turn the quality and integrity of the program depends upon the proper initial and continuous training of your personnel involved in delivery of the System. To assist you in the operation of your Center and the proper delivery of the System, Mathnasium agrees to provide the training programs as set forth in the Manuals. You agree that you shall comply with Mathnasium's standards and requirements for training you and your personnel, including without limitation your obligations under Section 4.1 of this Agreement, and including any training fees or other payments required by Mathnasium from time to time, as designated in the Manuals and any changes, additions, or modifications thereto. Prior to any training, you and all other persons to be trained must sign, whenever requested, a confidentiality and non-disclosure agreement in a form approved by Mathnasium.

4.4. Annual Convention. Mathnasium may hold an annual convention in different areas of North America to keep franchisees up to date on instructional techniques and business strategies. We have the right to charge and you must pay an annual convention fee to partially defray convention costs. Annual attendance is required. If you are unable to attend, the annual convention fee is not refundable.

4.5. Transportation, Lodging, Meals and Other Expenses. You must pay all expenses for you and your attendees' transportation, lodging, meals, and other expenses incurred in connection with attending any of our training programs.

5. FRANCHISE FEE, ROYALTIES AND MARKETING FEES

5.1. Franchise Fee

(a) When you sign this Agreement, you must pay Mathnasium a Franchise Fee as noted here:

(i) If this Agreement is for your first Center:

___ Forty-Nine Thousand Dollars ($49,000); or

___ Thirty-Six Thousand Seven Hundred Fifty Dollars ($36,750) if you were honorably discharged from the U.S. Army, Navy, Air Force, Marines, Coast Guard or National Guard (collectively, the "**U.S. Armed Forces**"); or you are an active duty member of the U.S. Armed Forces.

___ Thirty-Six Thousand Seven Hundred Fifty Dollars ($36,750) if you are currently employed as or have been employed as a credentialed teacher within the last five (5) years (and spent at least three (3) years in that role), if you are currently employed as or have been employed as an administrator of an educational institution within the last five (5) years (and spent at least three (3) years in that role), or if you graduated with a bachelor's, master's or doctorate degree in education within the last ten (10) years and have held an education role within the last five (5) years (and spent at least three (3) years in that role).

(ii) If you are an existing franchisee and this Agreement is for an additional franchise or if you meet the eligibility requirements for a discounted franchise fee as set forth in the Manuals:

___ Twenty-Six Thousand Five Hundred Dollars ($26,500); or

___ Twenty-Six Thousand Five Hundred Dollars ($26,500), consisting of an immediate payment of Eleven Thousand Five Hundred Dollars ($11,500) and the execution of 10% (or the maximum rate permitted by law) simple interest promissory note for Fifteen Thousand Dollars ($15,000), to be paid in monthly installments of Eight Hundred Seventeen Dollars and Thirty-Five Cents ($817.35) for twenty (20) months, in the form attached as Exhibit G to the FDD.

(iii) If you are an existing franchisee and are signing this Agreement to function as a Successor Franchise Agreement:

___ Seven Thousand Dollars ($7,000).

No Franchise Fee will be paid if you are a transferee and are signing this Agreement in conjunction with the Transfer of a franchise to you.

(b) The Franchise Fee is payable in full when you sign this Agreement. For the first Center, payment must be paid to us via check, cash, money order, wire transfer, credit card, or electronic funds transfer (EFT). If you make payment by credit card, you must pay to Mathnasium an additional 2.5% of the total charge which represents the credit card processing charges we incur. Mathnasium reserves the right to offer financing for franchisee purchases of additional franchises. For additional franchises, all financed payments must be paid to us by electronic withdrawal directly from a depository account under an EFT arrangement with your bank. The EFT account may be the account already on file for royalty payments or may be a new account. In either case, we may require you to fill out a form authorizing electronic withdrawal from the depository account and to return that form with this Agreement. Except as specifically provided in Section 4.1 or Section 5.1(a), the Franchise Fee is fully earned upon payment and non-refundable.

5.2. Royalty Payments.

(a) Monthly Royalty. Monthly beginning on the Opening Date, you must pay Mathnasium the Monthly Royalty.

(b) Base Royalty. For your first Center, beginning the first full month after execution of this Franchise Agreement, you must pay Mathnasium the monthly Base Royalty. For your first Center only, the Franchise Fee covers the cost of your first six (6) monthly payments of the Base Royalty. If you already operate a Center pursuant to a franchise agreement that did not obligate you to pay the full Base Royalty (as defined herein), and this Agreement is for an additional Center, then you must begin paying the remainder of the Base Royalty in the first month the additional Center established under this Agreement opens for business. If you operate more than one Center, the Base Royalty will be evenly divided among your Centers. For example, if you own two (2) Centers, then the Base Royalty for each Center will be $250.

(c) Minimum Royalty Payment. Beginning with the twenty-fourth (24th) month after the Opening Date, you must pay us on a monthly basis, the Base Royalty, plus the Minimum Royalty.

5.3. Marketing Fees.

(a) General. Monthly beginning with the month of the Opening Date, you must pay us the Marketing Fee. Marketing Fees are our property and may be deposited by us into our general operating account, but administratively segregated in our records. We determine the cost, form of media, content, format, production, timing (including regional or local concentration and seasonal exposure), location, and all other matters relating to advertising, public relations and promotional campaigns. Marketing Fees are spent to benefit the entire system, and we make no promises or guarantees on how, or if, any particular marketing effort on which Marketing Fees are spent will affect your individual Center.

(b) Use of Marketing Fees. We will spend the Marketing Fees collected from our franchisees to pay for expenses related to the development of marketing materials and processes for use by franchisees and us in national, regional or local advertising, cooperative advertising, market research, public relations, promotional campaigns, internet presence, internet marketing, marketing products and services, and to pay for other marketing, advertising and/or promotion efforts. These materials, processes, and efforts will be designed to attract more students to visit and patronize Mathnasium Centers and to generally promote and enhance the value of the Marks and the general public's recognition and acceptance of them. These expenses may include, but are not limited to, payments to third party vendors that provide marketing products or services, or compensation of our in-house employees for a portion of their time devoted to marketing efforts for the purpose of enhancing the Marks and the general public's recognition and acceptance of the Marks. We also have the right to use up to ten percent (10%) of the annual aggregate Marketing Fees collected to pay for our administrative expenses attributable to the administration of our marketing program, including but not limited to prorated portions of our accounting, human resources, and real estate expenses. We will not be required to use collected Marketing Fees in the same calendar year in which they are collected. No interest on unspent Marketing Fees collected shall be imputed for the benefit of, or payable to, us. If requested by you in writing, on or before March 31st of each year, we will deliver to you a statement of receipts and expenditures of the aggregate Marketing Fees relating to the preceding calendar year, certified to be correct by one of our officers.

(c) Digital and Local Marketing Program Fee. You must pay us a monthly digital and local marketing program fee (the "**Digital and Local Marketing Program Fee**"). The Digital and Local Marketing Program Fee is used to support the Centralized Digital and Local Marketing Program. As of the Effective Date, the minimum Digital and Local Marketing Program Fee is One Thousand Dollars ($1,000) per month but you may choose to contribute more than One Thousand Dollars ($1,000) per month to the Centralized Digital and Local Marketing Program. Digital and Local Marketing Program Fees are spent to benefit all Centralized Digital and Local Marketing Program participants. We do not guarantee that you will benefit from the Centralized Digital and Local Marketing Program in proportion to your contributions to the Centralized Digital and Local Marketing Program. We will reduce the amount that you must spend on approved local marketing and advertising for your Center under Section 6.6 of this Agreement by the

amount that you contribute to the Centralized Digital and Local Marketing Program during the corresponding three (3) consecutive month period. You must begin paying the Digital and Local Marketing Program Fee in the month in which the Opening Date occurs or, if the Opening Date occurs after the twentieth (20th) day of the month, the month immediately following the Opening Date.

(d) Additional Assessment; Multi-Area Marketing Programs. On a system-wide basis, we have the right to impose an additional assessment upon all of our franchisees for special designated regional or market-by-market advertising or promotional activities (so long as such assessment is not in substance merely an increase in the Marketing Fees referred to in Section 5.3(a) of this Agreement) if Mathnasium franchisees owning a majority of all of its franchised Centers agree to such additional assessment by vote. All special advertising programs must be approved by us. We have the right to require you to participate in multi-area marketing programs, such as special offers, gift cards, loyalty rewards, contests, promotions, etc. Voting for these purposes will be one vote per center. We reserve the right to set maximum franchisee prices, prices in price promotions, pricing methodology and form, and actual or minimum prices, each to the extent permitted by law.

5.4. Payments. Royalties and all Fees must be paid to us by electronic withdrawal in accordance with the procedures specified in the Manuals directly from a depository account set up by you for this purpose under an electronic fund transfer (EFT) arrangement with your bank. You must fill out a form authorizing electronic withdrawal from a depository account which is attached to this Agreement as Attachment 6. If you do not have a business account by the Effective Date, you will be required to fill out an authorization form for electronic withdrawal from your personal account, and you must fill out a new authorization form for electronic withdrawal from your business account once it is established. You must have opened a bank account for your business operations and submitted to us the EFT form for such account prior to the Opening Date. Royalties and Fees are due on the twentieth (20th) day of the month following the month for which those payments have been calculated and in which they were incurred. If you fail to pay, or have insufficient funds in your depository account to pay, any Royalties, Fees, or other charges by the twentieth (20th) day of that following month, or if we do not withdraw the required funds from your account because you have failed to submit a report of your Gross Receipts for the previous month, then you will owe Mathnasium a One Hundred Dollar ($100) administrative fee for the late payment, and an additional One Hundred Dollars ($100) for every two (2) weeks after that twentieth (20th) day until both payment and report have been submitted. If you are more than one (1) month delinquent in reporting your Gross Receipts for any month, we can automatically withdraw up to one hundred ten percent (110%) of the Royalties paid in the prior reported month, plus other fees due, including administrative fees for late payments or late reporting. In addition to Royalties and Fees, your automatic withdrawal statement may indicate additional charges, such as chargeable items, shipping charges, late fees, default and non-compliance penalty fines and returned payment fees. You agree that you will not, on grounds of the alleged nonperformance by us of any of our obligations hereunder, withhold payment of any Royalties and Fees, amounts due to us or our affiliates for products or services purchased by you or any other amounts due to us or our affiliates. If there is a dispute regarding the amount of any invoice for Royalties or Fees, you must pay first the disputed invoice amount in full and submit in writing to us the reason and nature of the dispute. We will investigate the dispute and promptly submit back to you our findings and adjustment as we deem necessary, if at all. We reserve the right to change the payment due date for Royalties and Fees, as set forth in the Manuals.

5.5. CPI Adjustments. Within sixty (60) days after the beginning of each calendar year, and upon written notice, we can increase the Base Royalty, the Minimum Royalty, and any other fee of a fixed dollar amount up to the greater of (i) three percent (3%) per year or (ii) the percentage increase of the CPI during the previous calendar year. If increases are not made in any given year we do not forfeit our right to allow the increases to accumulate for a period of up to three (3) consecutive years and apply them later. Any adjustments will only be applicable if applied on a system wide basis. No adjustment based on the CPI will be made to the percentage of Gross Receipts charged as Monthly Royalty (10%) or Marketing Fees (2%).

5.6. Set-Off. We may set-off any amounts you or your Owners owe us or our affiliates against any amounts we or our affiliates might owe you or your Owners, including, without limitation rebates, whether in connection with this Agreement or otherwise.

6. OPERATION OF CENTER

6.1. Compliance with System. You agree that your strict compliance with the System is essential to this Agreement. Non-compliance with any discrete element or requirement of the System will be deemed an event of default. If you receive notice from us that you are in default of any such element or requirement, and by thirty (30) days or more after your receipt of the notice we reasonably determine that you have not cured the default, we have the right to assess you a non-compliance fine of Three Hundred Dollars ($300) per month for each default until you can demonstrate to our satisfaction that you are in compliance with the element or requirement.

6.2. Center Name. We will work with you to select a single descriptive community name for your Center. You must operate the Center under the name we assign to you. If there are other communities included in your Territory that your Center may serve and that you want to identify in approved advertising and promotion of your Center, you must obtain our prior written approval to do so. We have the right to subsequently withdraw approval of the use of any of the additional community names other than your assigned name. You may use the Mathnasium logo (the fanciful letter "A" with the word "Mathnasium") for activities associated with the operation of your Center in accordance with our brand guidelines and policies. Any other use of the logo requires our prior written approval. We also have the right to change your Center name if the geographic reference is misleading or otherwise undesirable, in our Business Judgment. If we require you to change your Center name, we will give you reasonable time to change advertising and promotional material associated with your Center at your cost. In connection with the operation of the Center, you agree that at all times and in all advertising, promotions, signs and other display materials, on its letterheads, business forms, and at the Center and other authorized business sites, in all of your business dealings related thereto and to the general public, you will identify the Center under your assigned name, together with the words "AN INDEPENDENTLY OWNED AND OPERATED FRANCHISEE OF MATHNASIUM CENTER LICENSING, LLC", or such other similar designation as shall hereafter be prescribed by Mathnasium, all in such form, size and style as shall be prescribed in the Manuals.

6.3. Mathnasium Center Sessions. You must conduct teaching sessions at your Center during at least five (5) days and for at least twenty (20) total hours per week. Each weekday at your Center, sessions must be at least four (4) hours in duration. You must enter your Center session hours on your Center webpage. Center sessions do not include time devoted to preparing for your Center hours, or marketing, meeting with parents or other business activities. You may not conduct teaching sessions or provide any other services at any location other than your Center, including homes of students, prior to or after the Opening Date without our approval.

6.4. Mathnasium Center Hours. You must keep your Center open on a "full-time basis" (as defined in the Manuals). This includes you (or your Center Director) being physically present at your Center before teaching sessions to manage daily operations and be available to customers and staff in-person from at least noon to 7:00pm at least five (5) days per week, or as otherwise specified in the Manuals. In addition, you must ensure that there are at least two (2) adults present at all times that children are in the Center, as specified in the Manuals. You are required to have your telephone answered by a live person (not an answering machine or voicemail system), who is knowledgeable about the Mathnasium program and your Center and as otherwise specified in the Manuals. We may require you to use a mandatory answering service vendor that we designate. If, through monitoring your Center regarding this requirement, we reasonably determine that your telephone is not being answered by a live person (i.e., if a live person does not answer three (3) or more times out of five (5) calls at different times of the day and days of the week), we will provide you with written notice that you are in default of this requirement.

6.5. Improvements: Services to Students. You and your instructors must exert reasonable efforts to continuously improve your knowledge of and ability to apply the System, including, without limitation, attending training sessions, listening to "Mathnasium Matters" podcasts, and viewing

"Mathnasium Matters" webinars. You must render prompt, professional, courteous, and willing service to your students and the parents of students enrolled at your Center.

6.6. Promotion of the Center.

(a) Local Promotion of Your Center. You have an obligation to vigorously promote the enrollment of students at your Center. You acknowledge and agree that you bear the personal and primary responsibility to proactively attract students to your Center, and that you should not rely solely on Mathnasium's sales promotions and goodwill in promoting your Center. In addition to the Marketing Fee required by Section 5.3 of this Agreement, you must spend on local advertising and enhancing the reputation of your Center on a local level (i) at least Four Thousand Dollars ($4,000) in the two (2) months prior to the Opening Date, and (ii) at least Six Thousand Dollars ($6,000) in every three (3) consecutive months thereafter during the term of this Agreement. You must spend a portion of the foregoing amounts on certain forms of digital advertising, as specified in the Manuals. Upon request, you shall furnish to us, in the manner we prescribe, an accurate accounting of your expenditures on local advertising and promotion. In addition, we have the right to monthly withdraw from your EFT account on file an amount to be determined by us, but not to exceed Five Hundred Dollars ($500), that we will expend on a local, regional, or national marketing, media, or promotional campaign that we designate that is intended to, at least in part, provide benefit to Mathnasium Centers in your geographic area. We will have the right to withdraw an amount greater than Five Hundred Dollars ($500), but not to exceed One Thousand Dollars ($1,000), if seventy percent (70%) or more of the franchisees operating in the geographic area covered by the designated campaign and contributing to it vote for the increase. Any amount that we withdraw from your EFT account for such designated campaigns shall be credited toward your Center's local advertising and promotional expenditures required by this subsection (a). We will provide you with written notice before beginning to monthly withdraw any funds for such a designated campaign.

(b) Advertising Approval. All of your advertising must comply with our brand guidelines and the specifications set forth in the Manuals. If you develop your own proposed promotional materials, you must obtain our written approval prior to using them. The promotional materials that we create may be used without our prior written permission, so long as they have not been altered in any way. We are not obligated to pay for advertising materials, whether you create the materials and we approve them or you use promotional materials that we create. All advertising must list the name we assigned to your Center, or if you are advertising jointly with other centers, it must list all participating centers by name. You may not combine advertising for your Center with advertising for any other program or business entity without written permission from us. We assume no responsibility for any claims or damages that may occur as a result of your advertising or promotional activities.

(c) Internet Presence and Promotions. You may not have an Internet site or presence, or offer or sell Mathnasium products or services through the Internet, except as authorized by us in the Manuals or otherwise in writing. You may not advertise for students by social media or using related media or technology, except as authorized by us in writing. We will provide you with a presence on Mathnasium's master website. You must participate in any such website under our rules.

(d) Territory Restrictions. You may not advertise for students in any media read primarily outside your Territory, except as authorized by us in the Manuals. The Manuals, which may be amended from time to time, may contain information on what your advertising abilities and restrictions will be with regard to each particular media you will be using, such as postcards, newspapers, newsletters, and other forms of media (including texting, calling, and online). In order to maximize the use of the Centralized Digital and Local Marketing Program, we will also manage and monitor any and all pixels that are permitted on Mathnasium's master website. We may add or remove any and all pixels from any page on any of Mathnasium's websites or webpages at any time for any reason. We have the right to otherwise restrict any marketing activities based on where targeted customers are known to reside or are believed by us to reside. You may only conduct marketing activities that comply with our brand guidelines and the Manuals.

(e) Signs and Logos. We must approve all signs before you display them to the public at your Center, as specified in the Manuals. You must use the Mathnasium logo in its proper form and color as required by the brand guidelines and the Manuals.

(f) Cooperative Advertising. We have the right to designate local or regional advertising cooperatives composed of two (2) or more centers. If such a cooperative is established, we will have the right to require the cooperative to change, dissolve, merge, or terminate. If a cooperative is established and your Center is located inside the cooperative's coverage area, you agree to participate in and contribute your share to cooperative advertising and promotional programs as determined by the cooperative in addition to the Marketing Fees required by Section 5.3 of this Agreement. Any such contributions to cooperative advertising or promotional programs shall be credited toward your Center's local advertising and promotional expenditures required by Section 6.6(a) of this Agreement.

6.7. Computer System and Customer Data.

(a) You must use CCS to manage all aspects of your business, including all required functionality and processing all customer payments through the system, when this functionality is made available. You must purchase and use the computer hardware and software that we specify for use of CCS, and make such additions and replacements in the future that we specify. You must have access to the Internet through a broadband connection at your Center to allow you to access CCS and to allow communication with us, in compliance with the Manuals. For your first center, beginning with the first full month after the Effective Date, you must pay the then-current monthly technology fee, which includes the right to one (1) license for use of CCS. We have the right to increase this monthly technology fee during the term of this Agreement by providing you with written notice. If you already own one or more centers, you must begin paying the monthly technology fee for the Center to be established under this Agreement beginning with the first full month you have access to CCS for the Center established under this Agreement. Additional centers require payment of one (1) additional technology fee each. We reserve the right to designate additional software programs or packages that you must use for your Center business and to apply the technology fee to any technology-related costs that we incur for the System. If we specify an additional software program, we will identify it in the Manuals. We have the unrestricted right at all times to access, download and transfer any data from your computer hardware and software via a connection we specify and you agree to provide us with all user IDs and passwords, if necessary. We also reserve the right to access or review any data in your accounting system as it pertains to the business.

(b) You must comply with our standards and specifications, other directions from us, prevailing industry standards (including payment card industry data security standards), all contracts to which you are a party or otherwise bound, and all applicable laws and regulations, as any of them may be modified from time to time, regarding the organizational, physical, administrative and technical measures and security procedures to safeguard the confidentiality and security of Customer Data on the CCS or otherwise in your possession or control and, in any event, employ reasonable means to safeguard the confidentiality and security of Customer Data. If there is a suspected or actual breach of security or unauthorized access involving the Customer Data (a "**Data Security Incident**"), you must notify us immediately after becoming aware of such actual or suspected occurrence and specify the extent to which Customer Data was compromised or disclosed. You must comply with our instructions in responding to any Data Security Incident. We have the right, but no obligation, to control the direction and handling of any Data Security Incident and any related investigation, litigation, administrative proceeding or other proceeding at your expense.

(c) You shall be solely responsible for the costs and expenses relating to the collection, storage, and transfer of Customer Data, and we will not reimburse you for any such costs and expenses in connection therewith. Ownership of all Customer Data shall vest and remain vested with us or our affiliate designated by us as the data controller or owner. You may not sell, transfer, pledge or hypothecate, or use any Customer Data for any purpose other than marketing products and services offered by the business, subject to applicable laws and standards (including the Manuals). We and our affiliates may use Customer Data in any manner for any purpose. You shall implement the technical and organizational measures set forth in the Manuals and all necessary physical and digital security measures

to (i) safeguard Customer Data and the Confidential Information from unauthorized access; (ii) preserve the confidentiality of Customer Data and the Confidential Information, including in accordance with this Agreement and the Manuals; (iii) protect against any anticipated threats or hazards to the security or integrity of such information; and (iv) detect unauthorized access to or use of such information. You shall promptly notify us if you make a determination that you can no longer meet any of the security measures outlined in this Section 6.7(c). You must secure from your vendors, customers, students, prospective customers and students, and others all consents and authorizations, and provide them all disclosures, that applicable law requires to transmit the Customer Data to us and our affiliates and for us and our affiliates to use and own that Customer Data in the manner that this Agreement contemplates.

(d) You must offer instruction online at your Center and you must pay the then-current monthly additional technology fee associated with using the online platform. You must begin paying this fee in the month in which the Opening Date occurs or, if the Opening Date occurs after the twentieth (20th) day of the month, the month immediately following the Opening Date. We have the right to increase this monthly additional technology fee during the term of this Agreement by providing you with written notice.

6.8. Enrollment of Students. There is no geographic restriction on whom you may enroll at your Center. However, solicitation of students is subject to Section 6.6(d) of this Agreement.

6.9. Approved Services and Products. You may only offer approved services and products at your Center. Approved services and products are defined in the Manuals and may be changed and modified from time to time. You may only offer services outside of what is approved in the Manuals with the prior written approval of Mathnasium. You are not permitted to offer programs at your Center through another company, whether that company is owned by you or not, unless you receive advance approval in writing from Mathnasium.

You cannot present yourself as a vendor, advertise to or otherwise offer services to other franchisees through any means, unless explicit written authorization to do so is provided by us. Such authorization must be renewed annually and can be terminated at any time.

6.10. Reports. The Manuals specify the monthly and annual reports that you must submit to us, the method of submission, and their due dates. We also have the right to require specific non-recurring reports. We have the right to add, edit, or change the required reports, their frequency, and the methods of reporting. We have the right to withhold information related to the System if we do not receive the reports by their respective due dates. If you fail to submit any required report by the due date, then you must pay Mathnasium a One Hundred Dollar ($100) administrative fee for each late report, and One Hundred Dollars ($100) every two (2) weeks thereafter until the report is submitted. Late fees shall be paid as specified in Section 5.4 above.

6.11. Books and Records. You must establish and maintain a bookkeeping, accounting and record keeping system conforming to the Mathnasium chart of accounts and other requirements prescribed by us from time to time and accurately record Gross Receipts and other financial information as we prescribe and in the manner we prescribe. If requested by us in advance, you shall submit to us financial statements for Center operations, including a statement of profit and loss and balance sheet for any particularly specified month, quarter, or year and/or year-end income tax returns. You must keep accounting and financial records relating to your Center operations separate from all other business activities not related to the Center business.

6.12. Inventory. You must maintain at all times an adequate supply of materials to operate the Center without interruption.

6.13. Maintenance of Center. You must always maintain a clean, sanitary, safe, and orderly Center. You must immediately repair any broken fixtures and immediately eliminate all safety hazards.

6.14. Professionalism. You must operate your Center at all times in a professional manner. You must not engage in deceptive, misleading, unethical, immoral or illegal conduct. You must not make any false or misleading or deceptive statement or representation or advertising concerning Mathnasium or its

authorized franchisees. You must demonstrate in the operation of your Center the ability to operate within the bounds of a franchise system, showing professionalism in your relationships with Mathnasium, other Mathnasium franchisees, and your customers. You must be aware of all current laws regarding harassment, discrimination, and protected categories of personnel and conduct your operations respectfully and in compliance with such laws. You must conduct background checks before hiring any employees and on a regular basis as required by the terms of the Manuals.

6.15. Response to Complaints. You must respond to any individual or entity that has made any criticisms about you, your Center, your instructors, Mathnasium, or any other Mathnasium franchisee within five (5) business days after you receive such criticism. You must also send us a written account of any such criticisms within five (5) business days, including a statement of how you remedied the situation.

6.16. Compliance with Laws. You must operate your Center in compliance with all applicable laws, regulations, codes, and ordinances and other requirements applicable to the care and safety of children, including, if applicable, requirements to hold or obtain a teacher's certificate and/or to complete course work in education and to obtain and keep in good standing all necessary occupancy or zoning certificates, permits, or licenses. You must also comply with all applicable laws and our standards for safeguarding the confidentiality and security of customer data and information (including names, contact information, financial information and other personal information of or relating to the Center's students and customers and prospective students and customers), as well as all laws and payment card provider standards relating to the security of student and customer data and information, CCS, your computer hardware and software, including, without limitation, the Payment Card Industry Data Security Standards, Americans with Disabilities Act, the CAN-SPAM Act of 2003, the Telephone Consumer Protection Act, and the Telemarketing Sales Rule and any other state and federal laws pertaining to marketing or telemarketing and Chatbot features. You are responsible for any and all consequences that may arise if you do not comply with such laws and standards, or do not operate, maintain and upgrade your computer hardware and software, or any of its components, in accordance with such laws and standards, as the same may change from time to time. If there is a suspected or actual breach of security or unauthorized access involving student or customer information or data or any Confidential Information, you must notify us immediately after becoming aware of such actual or suspected occurrence and specify the extent to which student or customer information, or Confidential Information, was compromised or disclosed. You are responsible for any financial losses you and we incur or remedial actions that you and we must take as a result of a breach of security or unauthorized access to such information or data in your control or possession. In addition, for the avoidance of doubt, you will indemnify and hold harmless Mathnasium and its affiliates (as required in Section 12 below) for any claims regarding illegal advertising and any violations of this Section 6.16.

6.17. Consultation and Inspection.

(a) We have the right to ourselves or through a designated representative, with or without advance notice to you: (i) visit your Center any day of the week and at any time of the day, including hours outside of the hours your Center is open, and if we give advance notice, you and your Center Director must be present; (ii) physically or electronically inspect any materials, products, data, or documents relating to the operation of your Center; (iii) physically or electronically access all accounting records, as they relate to the operation of your Center; (iv) interview parents, students, and your Center employees; (v) contact any parents or students currently or previously enrolled at your Center at any time; and (vi) observe your instructional skill; and (v) record telephone calls coming into the Center for quality assurance purposes. We also have the right to require the placement and maintenance of video and audio equipment and recording, as specified in the Manuals or otherwise by us in writing, to facilitate the monitoring of learning center activity as well as closer monitoring of instructor interaction with students. You must keep all records relating to each student enrolled at your Center for a minimum period of two (2) years from the student's last day of attending the Center.

(b) Periodically, we may provide you with a quality assurance report regarding your compliance with the System. You must incorporate any changes we recommend to you within thirty (30) days following your receipt of our quality assurance evaluation or report following a Center evaluation. If a

specific change has not been made within thirty (30) days or by the time of our next quality assurance evaluation or visit, we have the right to charge you a non-compliance fine of Three Hundred Dollars ($300) per month for each requested change you have not made until we are reasonably satisfied that the change has been made.

(c) Participation in customer surveys, including exit surveys, is required.

6.18. Variation of Standards. We have the right to waive or modify our standards for any franchisee based on circumstances that we deem important to the successful operation of the franchisee's business or any other reason; provided, however, that nothing in this sentence is intended to disclaim the representations we made in the FDD that we provided to you.

6.19. Mathnasium Privacy Policy. All Mathnasium franchisees are required to review and comply with the privacy policy described on Mathnasium's website in the daily operation of their center, including compliance with all laws directed at protecting the privacy and safety of children, secure customer data and information. You shall also put all appropriate security measures in place to prevent the disclosure of Confidential Information to unauthorized persons.

6.20. Mathnasium Center Network Ranking and Data Sharing. You acknowledge and agree that the sharing of the Center's operational and financial data is a useful tool for benchmarking, provides valuable context, and helps franchisees to set meaningful targets and gain insight into trends occurring across the network of Mathnasium Centers. From time to time, we may provide Mathnasium Center rankings to Mathnasium Center owners based on various key performance indicators, which may include, but are not limited to, revenue, numbers of students, marketing analytics, and lead follow up. You acknowledge and agree that all such data shared is Confidential Information.

7. MARKS AND SYSTEM

7.1. System. We will provide you with electronic access to our System and Manuals as necessary to operate your Center. Access to the CCS is only granted after Mathnasium receives a completed electronic funds transfer (EFT) form, attached to this Agreement as Attachment 6. This form authorizes electronic withdrawal of funds from a depository account for Royalties, Fees, and other fees. You must purchase other items bearing the Marks only from us or other sources we designate or approve, unless we waive this requirement in writing. You must follow our requirements when you use the Marks.

7.2. No Unauthorized Use or Copying. You may not duplicate, reproduce, or distribute any portion of the Manuals or information related to the System, or allow anyone other than an enrolled student in your Center or instructors, while employed by you, to receive any portion of the Manuals or information related to the System without our prior written consent.

7.3. Acknowledgment of Status and Ownership. You acknowledge that you do not own any rights in the Marks or the System. You agree that you will not hold yourself out to the public as owning any such rights, and that you will never contest the validity of, or our rights in, any Marks or the System. You acknowledge and agree that all goodwill and ownership rights arising out of your use of the System and the Marks accrues solely to us or Mathnasium, LLC. You acknowledge and agree that now and hereafter you shall assert no claim to any goodwill by virtue of the licensed use of the System and the Marks, and that you will not dispute or impugn the validity of any of the Marks or our rights thereto, or do or assist others to do or permit any act or thing to be done in derogation of the System and the Marks.

7.4. Limitations. The franchise granted by this Agreement is a license to use the System and the Marks only in connection with your operation of the Center during the term of this Agreement. Your right to use the Marks and the System continues only as long as this Agreement is in effect. You may use the Marks and the System only as specified in this Agreement, the Manuals, and any other written policy that we may adopt. In particular, all uses of the Marks and the System must be in compliance with the provisions of Section 6.16. You acknowledge that any use of the Marks or the System other than in the manner we have authorized will be a violation of our rights. You may not use our Marks together with any other marks or logos in any illegal advertising or in any way not specified in this Agreement without our prior written

consent, which we may withhold in our sole judgment. Nothing in this Agreement shall give you any other right, title or interest in or to any part of the System or the Marks.

7.5. Notice of Unauthorized Use. You must report any suspected unauthorized use of the Marks or the System within twenty-four (24) hours after you become aware of it. We will investigate, and we will have the sole right to determine what, if any, action to take regarding the suspected unauthorized use.

7.6. Ownership and Use of Marks. You must immediately notify us if any third party shall assert any challenge, claim or action against you for infringement or unfair competition ("**Trademark Claim**") on account of your use of the Marks. We will undertake and control the defense or settlement of such Trademark Claim and we will reimburse you promptly for all reasonable out-of-pocket expenses (not including consequential damages or loss of income) incurred by you in connection with the defense or settlement of the Trademark Claim upon submission of proof thereof in form reasonably satisfactory to us; provided, however, that such obligations of Mathnasium to defend and to reimburse you will exist only if you have (i) used the Marks in strict accordance with the terms of this Agreement and the rules, regulations, procedures, requirements and instructions of Mathnasium, (ii) promptly notified Mathnasium of the challenge, claim or action as set forth above, and (iii) otherwise fully cooperated with us in the defense of any such action.

7.7. Copyrights. We and our affiliates claim copyrights in the Confidential Information, the Manuals, specifications and materials, printed advertising and promotional materials and in related items used in operating the Center. Such copyrights have not been registered with the United States Registrar of Copyrights but have been protected under the federal copyright laws, where appropriate, by virtue of Mathnasium placing the appropriate notice of copyright on such items.

8. CHANGES IN THE MARKS AND SYSTEM

8.1. Modification of the Marks. We have the right to change the Marks in our discretion. You agree to discontinue using particular versions of the Marks, to modify the versions of the Marks you are using, or to adopt substituted Marks, all within reasonable time of any directive from us to you to take such action.

8.2. Modification of the System. You acknowledge that the System must continue to evolve in order to reflect changing markets and to meet new and changing business demands, and that accordingly variations and additions to the System may be required from time to time in order to preserve and enhance the public image of the System. We have the right to change the content of the System in our discretion. If we change the System, we will notify you and you must implement the changes within a reasonable time that we specify.

8.3. Services, Programs and Products Developed by Franchisee. You must get our approval in writing, prior to use, for the use of any additional services, programs or products that you develop for your Center. If we approve the testing and/or further use of any such additional items, you may use them only in your Center and only in accordance with our terms and conditions, which may include but not be limited to, requirements for full reporting and data sharing, payment of royalties on all revenue from such additional items, and compliance with our standards and specifications. You may not sell or otherwise distribute them. We will have the right, but no obligation, to make any such items part of the System and make them available to any and all Mathnasium Centers on similar or different terms, in our sole judgment, and at no additional cost by us. Whether or not we approve them or make them part of the System, you will not have any copyright or other rights in them. If we make any such items part of the System, we will have all copyright and other rights in them. You acknowledge and agree that: (i) the intellectual property rights in any such additional services, programs or products, content, process, marketing and implementation (collectively, "**Content**") shall belong to us and you shall take all actions and execute all documents to ensure that title to all Content vests in Mathnasium; (ii) all Content shall be delivered to us and may be shared with any and all other Mathnasium Centers and their respective owners in our sole judgment; and (iii) no Content shall be used by you in connection with the Center without our prior written approval.

9. MANUALS

We will provide you with digital access to a copy of our Manuals. You do not own any copies of or rights to the Manuals and, to the extent that you print out or digitally retain material from them, we have the right to require you to destroy or return such material to us when your franchise is terminated, pursuant to Section 14.4 of this Agreement. You must adhere to all standards, rules, and regulations contained in the Manuals as though they were set forth in this Agreement. We have the right to modify the Manuals from time to time. We will provide you with at least thirty (30) days' notice of the enforcement of any such modifications. The Manuals remain our property at all times, and the information contained in the Manuals is secret and confidential. Therefore, you and your employees must treat the Manuals as Confidential Information and must not allow any copy or portion of them to be left in an unsecure place at any time.

10. OWNERSHIP AND MANAGEMENT

10.1. Obligations of Center Director and Owner. The Center Director must attend and successfully complete certain training programs, as specified in Section 4 of this Agreement, and personally perform the obligations and requirements specified in this Agreement, including teaching students. The Center Director must oversee, direct and be ultimately responsible for (i) all communications with parents (including enrolling students), (ii) supervising, managing and/or training staff, (iii) administering student assessments, session activities, and student workbooks, and (iv) center marketing decisions. Even if you have hired and designated a Center Director, at least one Owner must personally participate in and devote sufficient time and effort in the support and management of the Center to ensure its successful operation in accordance with the System.

10.2. Assistants and Instructors. You may employ at your Center one or more qualified assistants or instructors. For all employees of the Center, you must conduct a background check, together with any other checks required by statute, through a reputable investigative company and in accordance with any statutory requirements. You must conduct background checks in accordance with the procedures and requirements set forth in the Manuals and through our designated vendor. Background checks must be kept on file according to the instructions in the Manuals and made available to Mathnasium staff upon request. You are responsible for adequately training the assistants and instructors according to the specific guidelines in the Manuals and ensuring that they are competent and of good character and comply with all statutory requirements to work with children.

10.3. Absences. You must give reasonable advance notice to us if the Center Director plans to be absent from your Center for a period of two (2) weeks or more. You must make arrangements to ensure that operation of the Center is in strict compliance with our standards during your Center Director's absence, and your notice to Mathnasium must describe those arrangements. We have the right to terminate this Agreement if your Center Director is absent from the Center for two (2) weeks or more without notice or without adequate arrangements for operation of the Center during the Center Director's absence, or if your Center Director has excessive absences of any period (with or without notice) that effectively constitute a violation of this Section 10.

10.4. Corporation or Other Legal Entity. If you are a corporation or other legal entity (or if you wish to assign this Agreement to a corporation or other legal entity under Section 17.6 of this Agreement), you must satisfy the following requirements:

(a) We must be given a copy of the organizational and governing documents of the corporation or other legal entity, documents showing all Owners of the legal entity and their ownership interest, and documents identifying the persons authorized to execute agreements on behalf of the entity.

(b) We must receive proof that the corporation or other legal entity is in existence and in good standing before you transfer this Agreement to the corporation or other legal entity.

(c) All Owners of the entity must personally guarantee all of the entity's obligations under this Agreement by signing the *Guaranty and Assumption of Obligations*, attached as Attachment 4 to this Agreement.

(d) You must designate an individual that Mathnasium approves to act as the Center Director, and he or she must successfully complete certain training programs, as specified in Section 4 of this Agreement. You must identify and obtain Mathnasium's approval of all Owners, officers, and managers, and explain their management role in the business, on the *Schedule of Owners, Officers and Managers* attached as Attachment 3 to this Agreement.

(e) You and your Owners must each sign a non-disclosure and confidentiality agreement in a form approved by us.

(f) Stock certificates or other documents evidencing an ownership interest in the corporation or other legal entity must include the following specific statement on the certificates:

"THE TRANSFER OF THE EQUITY INTEREST IN THE COMPANY REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN FRANCHISE AGREEMENT DATED _____, 20 ___ BETWEEN THIS COMPANY AND MATHNASIUM CENTER LICENSING, LLC. REFERENCE IS MADE TO SUCH FRANCHISE AGREEMENT AND THE RESTRICTIVE PROVISIONS CONTAINED THEREIN AND AS MAY BE OTHERWISE SET FORTH IN THE ARTICLES OF INCORPORATION OR ORGANIZATION AND BYLAWS OR OPERATING AGREEMENT OF THIS COMPANY."

10.5. Entity Name. The legal name of a franchisee must not contain the word "Mathnasium" or our Marks or any similar words or wording that may be confusing. In addition, your "doing business as" or "fictitious" name must not be the word "Mathnasium" by itself. Instead, your "doing business as" or "fictitious" name must be the same name as your officially designated Center name, which must contain the word "Mathnasium" and particularly be in the form "Mathnasium of [Area Name]".

10.6. Our Right to Operate. In the event we determine, in our Business Judgment, that you or your Center Director are operating the Center in a manner that threatens the physical or emotional safety of one or more children, we have the right to remove you and/or the Center Director and to operate the Center until such time as we are confident that you are capable of operating the Center in a safe manner. The guidelines describing our rights and your rights in such instances are more fully set forth in the Manuals, and those guidelines may be amended or revised periodically in our Business Judgment.

11. INDEPENDENT BUSINESS; TAXES

11.1. Independent Business – Sole Employer. You acknowledge that, as a franchisee of Mathnasium, you are the owner and operator of an independent business and not an employee or agent of Mathnasium. Neither this Agreement nor any conduct by either party shall create a fiduciary or other special relationship or render you or us as an agent, legal representative, joint venturer, partner, joint employer, employee, or servant of each other for any purpose. We shall not be construed to be jointly liable for any of your acts or omissions under any circumstances. You alone are responsible for complying with any and all applicable local, state, and federal laws, including those pertaining to the employment of your employees (such as minimum wage, federal and state withholding taxes, overtime compensation, child labor, and workers compensation insurance laws). We have no relationship with your employees, and you have no relationship with our employees. We (and our affiliates) will not exercise direct or indirect control over the working conditions of Center personnel, except to the extent such indirect control is related to our legitimate interest in protecting the quality of the products and services associated with the Marks. We (and our affiliates) do not share or codetermine the employment terms and conditions of the Center's employees and do not affect matters relating to the employment relationship between you and the Center's employees, such as employee selection, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions. You agree to identify yourself conspicuously in all dealings with customers, prospective customers, employees, suppliers, public officials and others as the Center's owner under a franchise we have granted and to place notices of independent ownership on the forms, business cards, employment materials, advertising and other materials we require from time to time. Although we retain the right to establish and modify the System that you must follow, you are an independent contractor and retain responsibility for the day-to-day

management and operation of the Center, including any personal property, equipment, fixtures or real property and for all claims or demands based on damage or destruction of property or based on injury, illness or death of any person or persons, directly or indirectly, resulting from the operation of the Center, and implementing and maintaining the standards, processes, procedures, policies and specifications associated with the System.

11.2. Taxes. You agree to pay all applicable taxes and other fees due to any local, state, or federal government arising from the operation of your Center. You agree to hold us harmless from all claims and demands with respect to taxes that you owe arising from the operation of your Center.

11.3. Reimbursement of Payments by Mathnasium. You must pay or reimburse us on demand for any taxes assessed against Mathnasium based on the operation of your Center, but not including Mathnasium's corporate income taxes or any sales tax. You must also pay or reimburse us on demand for all amounts advanced by us, or which we have paid, or which we have become obligated to pay on your behalf. You must also pay us on time for products and services you purchase from us.

12. INDEMNIFICATION AND INSURANCE

12.1. Indemnification. From and after the Effective Date, you and, if you are an entity, each of your Owners, jointly and severally, shall indemnify us and our affiliates and our and their respective officers, directors, stockholders, members, managers, partners, employees, agents, attorneys, contractors, legal predecessors, legal successors, and assigns of each of the forgoing entities/individuals (in their corporate and individual capacities) (collectively, all such individuals and entities are referred to herein as the "**Franchisor Indemnitees**") and hold Franchisor Indemnitees harmless to the fullest extent permitted by applicable laws, from any and all Losses and Expenses incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether it is reduced to judgment) or any settlement thereof which arises directly or indirectly from, or as a result of, a claim of a third party in connection with the selection, development, ownership, operation or closing of the Center including your failure to perform any covenant or agreement under this Agreement or any of your activities on or after the Effective Date, or any claims by any of your employees arising out of or relating to his or her employment with you (collectively "**Event**"), and regardless of whether it resulted from any strict or vicarious liability imposed by law on Franchisor Indemnitees, provided, however, that this indemnity will not apply to any liability arising from a breach of this Agreement by any of Franchisor Indemnitees or the gross negligence or willful acts of any of Franchisor Indemnitees (except to the extent that joint liability is involved, in which event the indemnification provided herein will extend to any finding of comparative or contributory negligence attributable to you).

Promptly after the receipt by any Franchisor Indemnitee of notice of the commencement of any action against such Franchisor Indemnitee by a third party (such action, a "**Third-Party Claim**"), Franchisor Indemnitee will, if a claim with respect thereto is to be made for indemnification pursuant to this Section 12.1, give a claim notice to you with respect to such Third-Party Claim. No delay or failure on the part of Franchisor Indemnitee in so notifying you will limit any liability or obligation for indemnification pursuant to this Section 12.1, except to the extent of any material prejudice to you with respect to such claim caused by or arising out of such delay or failure. We will have the right to assume control of the defense of such Third-Party Claim, and you and your Owners will be responsible for the costs incurred in connection with the defense of such Third-Party Claim, with counsel of you and your insurer's choice. Your counsel must be reasonably acceptable to us. You and your Owners will furnish us with such information as you may have with respect to such Third-Party Claim (including copies of any summons, complaint or other pleading which may have been served on such party and any written claim, demand, invoice, billing or other document evidencing or asserting the same) and will otherwise cooperate with and assist us in the defense of such Third-Party Claim. The fees and expenses of counsel incurred by us will be considered Losses and Expenses for purposes of this Agreement. We may, as we deem necessary and appropriate, take such actions to take remedial or corrective action with respect thereof as may be, in our reasonable discretion, necessary for the protection of Franchisor Indemnitees or other Mathnasium Centers generally. We will not agree to any settlement of, or the entry of any judgment arising from, any Third-Party Claim without the prior written consent of you and your Owners, which will not be unreasonably withheld,

conditioned or delayed. Any settlement or compromise of any Third-Party Claim must include a written release from liability of such claim for all Franchisor Indemnitees.

This Section 12.1 will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

12.2. Insurance. You must obtain and keep in force at all times the insurance coverage in such amounts and with such carriers that we require, as specified in the Manuals, PROVIDED ALWAYS that you maintain at least the minimum insurance coverage required by law. Your obligation to obtain insurance coverage does not relieve you of any liability under Section 12.1 of this Agreement. We have the right to change the required types and minimum limits of insurance coverage from time to time in our reasonable Business Judgment. We will notify you in writing of any changes, which will be effective thirty (30) days after you receive the notice. You shall give us copies of any insurance policies upon our request. Concurrently with the execution of this Agreement and throughout the term of this Agreement upon our request and in any event upon renewal of any insurance policy, you must provide us with evidence from your insurance carriers that you have obtained the insurance coverage required by this Agreement and the Manuals, that you have paid all of the required premiums, and that the insurance is in full force and effect. You must name Mathnasium as additional insured on all such policies.

13. TERM AND SUCCESSOR TERM

13.1. Term. The term of this Agreement is five (5) years from the Effective Date, unless it is terminated earlier as provided in this Agreement.

13.2. Rights Upon Expiration. At the expiration of the term of this Agreement, you may extend your right to operate the Center for additional terms ("**Successor Term**") of five (5) years or such other period as we are granting to other franchisees at the time you sign your Successor Franchise Agreement, provided that you have satisfied the conditions set forth in Section 13.3.

13.3. Conditions for Successor Franchise Agreement. We have the right to refuse to extend your rights to operate the Center if you have not met any of the conditions specified below:

(a) You must have notified us in writing of your intent to request a Successor Franchise Agreement or confirm to us in writing of your intent to sign a Successor Franchise Agreement if we make an inquiry to you, not more than one hundred eighty (180) days or less than ninety (90) days before the date this Agreement is scheduled to expire by its own terms.

(b) You must be in strict compliance with this Agreement, the Manuals, and any other agreements you have with us at the time of the expiration of this Agreement.

(c) You must not have received more than one written notice of default from us during any calendar year of the term that is expiring. If you received any such notices, you must have been diligent and timely in curing the defaults.

(d) Throughout the term that is expiring, you must have been current with all monetary obligations that you owe us.

(e) You must have had a satisfactory record of customer service and of compliance with our operating standards during the term that is expiring, without regard to actual notices of default.

(f) You must execute a general release in favor of Mathnasium, its affiliates, and their respective officers, directors, shareholders, legal representatives, agents, and employees, which general release shall be in a form provided by us (the "**General Release**"). (The current General Release form is attached as Attachment 2 to this Agreement).

(g) You must execute a Successor Franchise Agreement and all other legal agreements in our then-current forms for new franchisees. These agreements may vary in material respects from this Agreement, including, but not limited to, increased Royalties or Fees, additional fees in new categories, a revised Territory map which may be geographically smaller, based on then current demographic information, and a Successor Term equal to, shorter than or longer than five (5) years.

(h) We must be offering new or successor franchises in your Territory at the time you request to enter into a Successor Franchise Agreement and at the time you are prepared to sign the Successor Franchise Agreement.

(i) You must, upon our request, relocate your Center in accordance with our then-current Center location requirements.

(j) Subject to Section 13.3 (i) above, you shall have provided us with evidence satisfactory to us that you have obtained, subject to our approval of the Successor Term, the continuing right to occupy the Center for a period lasting at least until the expiration of the Successor Term.

(k) You and your Center Director and any other Instructors as we may require shall have completed any ongoing, tune up, supplemental or repeat training we may require to our satisfaction.

(l) You must, upon our request, make capital expenditures that are reasonably required for the renovation and modernization of the Center, its signs, or any other required equipment to reflect our then-current image and standards for new centers.

(m) You must pay us a renewal fee equal to seven thousand dollars ($7,000). At your option, you must pay us the renewal fee: (i) immediately upon your execution of a Successor Franchise Agreement; or (ii) in fourteen (14) monthly installments of Five Hundred Dollars ($500) each. If you choose to pay in installments, the renewal fee will be paid to us by electronic withdrawal in accordance with the procedures specified in Section 5.4 above, commencing on the first (1st) month of the renewal term.

13.4. Interim Period. If you do not sign a Successor Franchise Agreement prior to the expiration of this Agreement, and you continue to accept the benefits of this Agreement after its expiration, then at our option this Agreement may be treated either as: (i) expired as of the date of its expiration, with you then operating the Center without the franchise or rights to do so, in violation of our rights; or (ii) continued on a month-to-month basis ("**Interim Period**") until either party provides the other with written notice of such party's intent to terminate the Interim Period, in which case the Interim Period will terminate thirty (30) days after receipt of such notice by that other party. In the latter case, all of your obligations shall remain in full force and effect during the Interim Period as if this Agreement had not expired, and all obligations and restrictions imposed on you by this Agreement after the termination of this Agreement shall be deemed to take effect upon termination of the Interim Period.

14. TERMINATION AND OBLIGATIONS UPON TERMINATION

14.1. Termination by Us with No Opportunity to Cure. Mathnasium can terminate this Agreement immediately upon notice to you if any of the following events occurs:

(a) You made any misrepresentations or omitted material information in applying for the franchise.

(b) You, the Center Director, or any Owner is charged, convicted of, or pleads guilty or nolo-contendere to a felony or a crime involving moral turpitude, or a felony or misdemeanor of any type against a child, engages in any conduct that may (in our sole judgment) create a crisis or immediate substantive damage to the Marks and/or the System, or engages in any other crime or offense that is reasonably likely in our Business Judgment, to adversely affect Mathnasium's reputation, the System the Marks or the goodwill associated therewith or Mathnasium's interest therein.

(c) You misrepresent the performance of your Center by underreporting the Gross Receipts of your Center, the number of students enrolled at your Center, or any quantitative measurement used for evaluating your Center, including but not limited to spending on advertising and number of leads generated.

(d) You fail to obtain Mathnasium's written approval of your Center site prior to entering into a commitment with the landlord or site owner.

(e) You relocate your Center without our approval.

(f) You fail to begin operating the Center by the Required Opening Date.

(g) You attempt to copyright, trademark, or patent or otherwise infringe our rights on the Marks, the System or any programs, services, products, or materials that you develop arising out of the franchise relationship.

(h) You make or attempt to make an unauthorized Transfer (directly or indirectly) of any of your rights or obligations under this Agreement.

(i) You fail to respond to e-mails or telephone calls from us for a period of two (2) weeks.

(j) You fail to cure a default under Section 14.2.

(k) You are in default under Section 14.2 of this Agreement three (3) or more times within any twelve (12) month period, whether or not such default is cured.

(l) Beginning with the twenty-fourth (24th) full calendar month after the Opening Date, your Center does not meet the Minimum Performance Requirements for two (2) or more consecutive months.

(m) You violate the *Communications Policy* in the Manuals, which prescribe acceptable standards of behavior in written (including emails, texts, and other electronic forms of writing) or verbal communications within the franchise system.

(n) You divulge or disclose the contents of the Manual or any Confidential Information provided to you by Mathnasium or its affiliates contrary to the terms of this Agreement.

(o) You are in breach of any legal requirement which, in our sole discretion, requires that termination must occur.

(p) You are in default of any other agreement you have entered into with Mathnasium or any of its affiliates.

14.2. Termination by Us with an Opportunity to Cure. Mathnasium can terminate this Agreement by written notice if you fail to cure any monetary breach within ten (10) days from the day that we send you written notice of default. Mathnasium can terminate this Agreement by written notice if you fail to cure any of the breaches specified below within thirty (30) days from the day that we send you written notice of default:

(a) You fail to submit accurate and timely monthly and yearly reports specified in this Agreement or the Manuals.

(b) You fail a review of your Center. You will be given an opportunity to cure any failing areas, with time to cure for each failure at our sole discretion.

(c) You fail to complete any of the training requirements specified in this Agreement (including but not limited to those specified in Section 4 of this Agreement) or in the Manuals.

(d) You fail to comply with the requirements of Section 10.3 of this Agreement.

(e) You advertise your Center jointly with any other program or business, without our permission, which we may withhold in our sole judgment.

(f) You or any of your Owners violates the restriction on competition in Section 15.1 of this Agreement.

(g) You fail to adhere to the requirements for advertising approval (including approval of websites) specified in this Agreement and in the Manuals.

(h) You fail to comply with any other provision or requirement of this Agreement except as set forth in Section 14.1 and 14.2.

14.3. Automatic Termination with No Notice. Except as otherwise provided by applicable law, this Agreement will terminate automatically without any notice to you, under the following circumstances:

(a) You abandon your Center. Abandonment will be deemed to occur when your Center does not hold class sessions for five (5) or more consecutive days without our prior written approval.

(b) A receiver or trustee is appointed to take charge of your business, or your interest in this Agreement or the Center is levied or attached.

(c) You are convicted or plead guilty to a felony or any other crime involving dishonesty, breach of trust, bodily harm, any crime against children under the age of eighteen, or crime as we, in our reasonable discretion deem serious enough that it would affect your ability to properly run your Center.

14.4. Your Obligations Upon Termination. If this Agreement expires or is terminated, you must comply with the following obligations:

(a) You must promptly pay all Royalties, Fees, and other payments due to us.

(b) You must immediately discontinue use of all parts of the System including, but not limited to, canceling any advertising that uses the Marks. Upon our request, you must send proof within thirty (30) days of the cessation of Center operations of your efforts to remove all advertising, including internet advertising (regardless of whether you created the listing).

(c) You must immediately destroy or return to us your copy of the Manuals and all information related to the System in your possession or control.

(d) You must immediately remove all interior and exterior signs and other items containing Marks from the Center. You must send digital photographs of your Center within thirty (30) days of the cessation of Center operations that demonstrate that items containing Mathnasium Marks or designs have been removed. You shall promptly execute such documents or take such action as may be necessary to abandon your use of any assumed name containing any of the Marks.

(e) You must immediately notify all students, their parents, and your landlord that you no longer are a franchisee of Mathnasium and therefore are not licensed to use the System or Marks, and, upon our request, provide proof of this notification within thirty (30) days of the cessation of Center operations.

(f) Upon our request, you must immediately submit to us a list containing all students' names, addresses, and telephone numbers and all information on each student's testing and assessments, learning plan, measurements of progress, and current lesson plans. You must then destroy and not retain any copy of such information remaining in your possession.

(g) Upon our request, you must immediately transfer to us all business, financial, accounting, and marketing records relating to your Center.

(h) You must submit monthly reports, as specified in the Manuals, for your final month of operation.

(i) You must fulfill your lease obligations.

(j) At our request, you must transfer to us your rights in or passwords to the telephone numbers, directory listings, domain names (including Facebook and Twitter accounts), and e-mail addresses associated with the Center.

(k) You must continue to indemnify us as provided in Section 12.1 of this Agreement.

(l) You must pay the Base Royalty plus the Minimum Royalty for the duration of the term of this Agreement unless waived by us in writing.

(m) You must repay to customers of the Center any amounts prepaid for services that you will not be able to provide due to the termination of this Agreement.

(n) You must permit us to enter the Center and, at our option, to cure any default by you, operate the Center for our own account or to secure your complete and timely compliance with the other post-term obligations set forth in this Agreement.

15. RESTRICTIONS ON COMPETITION

15.1. During the Term of Agreement. During the term or Interim Term of this Agreement, neither you nor any of your Owners may, without Mathnasium's prior written consent, own, operate, be employed by, provide financing or other assistance or facilities to, or have any interest in, any Competing Business.

15.2. After Expiration, Termination, Refusal to Extend, or Transfer. For one (1) year following the expiration, termination, or non-extension of this Agreement, or following the approved Transfer of this Agreement by you to a new franchisee, neither you nor any of your Owners may, without Mathnasium's prior written consent, own, operate, be employed by, provide financing or other assistance or facilities to, or have any interest in, any Competing Business that is operating within twenty-five (25) miles of your Center. You agree that this restriction will not keep you or your Owners from earning a livelihood, and you acknowledge that its purpose is to protect the goodwill of Mathnasium and its other franchisees. It is not a breach of this Section 15 for you or any of your Owners to accept employment as a teacher in a full-time daytime school or a school that is approved by us in writing.

15.3. Non-Solicitation of Customers. For two (2) years following the expiration, termination, or non-extension of this Agreement, or following the approved Transfer of this Agreement by you to a new franchisee, neither you nor any of your Owners may have any contact with any customers (whether students, parents or otherwise) enrolled at any Center for the purpose of enrolling such customers in any Competing Business.

15.4. Time Periods. The running of the time periods in Sections 15.2 and 15.3 of this Agreement will be suspended during any period in which you are not in compliance with those sections. In addition, if a court proceeding or the mediation process specified in Section 19 of this Agreement results in enforcement of Section 15.2 or 15.3 of this Agreement, any portion of the time periods in those sections that has not yet run will run from the date of the court order or mediation settlement permitting enforcement.

15.5. Indirect Violations Prohibited. Neither you nor any of your Owners may attempt to circumvent the restrictions in Sections 15.1 through 15.3 of this Agreement by engaging in prohibited activity indirectly through any other person or entity.

16. CONFIDENTIALITY

You acknowledge that as an authorized Mathnasium franchisee, you will have access to, and will make use of, Confidential Information relating to Mathnasium and the System. Neither you nor your Owners may, during the term of this Agreement, during any Interim Term, or after this Agreement's expiration, termination, or non-extension, use or disclose any Confidential Information that you have obtained as a result of being a Mathnasium franchisee, except in carrying out your statutory responsibilities and responsibilities as a Mathnasium franchisee as specified in the Manuals or by court order. You and each of your Owners must sign the form of *Confidentiality/Non-Competition Agreement* in Exhibit H to the FDD. Subsequent Owners must each also sign a non-disclosure agreement in the appropriate form, and you must deliver a copy of each signed agreement to us within thirty (30) days after the signer's association with you begins. You must adopt and implement all reasonable procedures that we periodically designate to prevent unauthorized use or disclosure of Confidential Information, including restricting its disclosure to your Center's personnel and others needing to know such Confidential Information to operate your Center, and using confidentiality agreements with those having access to Confidential Information. We have the right to approve the form of agreement that you use and to be a third-party beneficiary of that agreement with independent enforcement rights.

17. TRANSFER BY YOU

17.1. No Transfer Without Mathnasium's Consent. Neither you nor any of your Owners (if you are a corporation or other legal entity) may make any Transfer or permit any Transfer to occur, including a Transfer of an ownership interest in you (if you are a corporation or other legal entity), without obtaining Mathnasium's prior written consent as provided in Sections 17.2 through 17.4 of this Agreement, subject to our right of first refusal under Section 17.9. We have the right to communicate with and counsel both you and the proposed transferee on any aspect of a proposed Transfer.

17.2. Transfer of Entire Business Tentative Approval. If you propose to Transfer your entire Center business, the following conditions apply (unless the majority equity interest in the proposed transferee is owned by you, or any of these conditions are waived by Mathnasium in writing):

(a) You must have owned the Center and the Center must have been in operation for at least six (6) months.

(b) You must be in compliance with all of your obligations to Mathnasium, including all monetary obligations, as of the date of the request for our approval of the Transfer, or you must make arrangements satisfactory to Mathnasium to come into compliance by the date of the Transfer.

(c) You must give us advance notice of the proposed Transfer and submit a copy of all proposed contracts and other information concerning the Transfer that we may request. We will have a reasonable time (not less than fifteen (15) days) after we have received all requested information to evaluate whether to give tentative approval of the Transfer. If we give tentative approval of the Transfer, we will allow the proposed transferee into our Initial Training Program. However, you may not complete the Transfer until you have received Mathnasium's final approval in writing. You must comply with the requirements in Section 17.3 before Mathnasium will give its final approval.

17.3. Transfer of Entire Business Final Approval. Unless the majority equity interest in the proposed transferee is owned by you, or any of the following conditions are waived by Mathnasium in writing, the following conditions must be satisfied before Mathnasium will give its final approval of a Transfer:

(a) The proposed transferee, or its owners if it is a business entity, must demonstrate to Mathnasium's satisfaction that he, she, or they meet all of our then current requirements for becoming a

Mathnasium franchisee, including, but not limited to, financial qualifications and managerial standards, ability to speak and write English and any other languages used by a significant portion of the population in the Territory (as determined by us in our judgment), motivation and familiarity within the Territory. We have the right to reject the proposed transferee on any pertinent grounds at our discretion. At a minimum, the proposed transferee must, at their own expense:

(i) Travel to Los Angeles, California for interviews and receive Mathnasium's prior written consent;

(ii) Himself or herself, in addition to, as applicable, any Center Director, successfully complete the Initial Training Program; and

(iii) Pay us a non-refundable training fee of $3,000, whether or not such training is completed.

If the proposed transferee is currently a Mathnasium franchisee in good standing, he or she need not complete requirements of (i), (ii) and (iii) above, but the proposed transferee must: (1) meet the additional Center requirements set forth in the Manuals; (2) not be in default under his or her agreements with Mathnasium; (3) have a good record of student service and compliance with Mathnasium's operating standards; and (4) demonstrate a comprehensive plan for both financial and operational takeover of the additional unit.

(b) The proposed transferee must:

(i) Sign our then current form of franchise agreement, which may have different terms than this Agreement and no initial franchise fee will be due;

(ii) Upgrade and/or relocate the Center, at the transferee's expense, to conform to our then current standards and specifications for new Centers, if such upgrades and/or relocation are necessary to bring the Center into compliance with our then current standards; and

(c) You must pay us a Transfer Fee (no Transfer Fee is required if the Transfer is to a corporation or other legal entity that is owned by all or a majority of the current Owners).

(d) You and the transferee must sign an assignment and assumption agreement in a form acceptable to us, whereby you transfer your right to operate a Center in the Territory to the transferee. All individuals that have an ownership interest in the transferee entity must sign a personal guaranty whereby such owners jointly and severally guarantee the full payment and performance of transferee's obligations to us under this Agreement.

(e) You and the transferee must provide us with documents providing evidence of the completion of the transfer from you to the transferee.

(f) You and your Owners must sign a termination and release in a form approved by us.

(g) You must provide us with written notice from your landlord indicating that the landlord has agreed to the transfer of the lease for the Center to your transferee.

(h) In addition to the payment requirements set forth in Section 17.2(b) above, if you owe Mathnasium a balance on a loan or promissory note, you must pay the entire remaining principal balance and interest on or before the effective date of the Transfer.

17.4. Transfer of Less Than Entire Business. For any proposed Transfer that is not covered by Section 17.2, you must give us advance notice and submit a copy of all proposed contracts and other

information concerning the Transfer that we may request. If you are proposing to bring in a partner, another corporate shareholder, or another member of your limited liability company (as applicable), you must also comply with Section 10.4 of this Agreement. We will have a reasonable time (not less than fifteen (15) days) after we have received all requested information to evaluate the proposed Transfer. We have the right to withhold our consent or give our consent to any transfer of any percentage interest and make that transfer subject to additional conditions. At a minimum, you must comply with Sections 17.2(b), 17.3(c) (if transferring 50% or more ownership of the business), and 17.3(d) of this Agreement.

17.5. Transfer to Spouse or Adult Child. If you propose to Transfer to your spouse or adult child, all applicable conditions in Sections 17.2 through 17.4 of this Agreement will apply, except that:

(a) Your spouse or adult child will not be required to pay a Transfer Fee under Section 17.3(c) of this Agreement.

(b) Your spouse or adult child will continue at the pre-Transfer royalty rate for the balance of your original franchise term.

(c) The purpose of the transfer cannot be to directly or indirectly circumvent any of the provisions of this Agreement.

17.6. Transfer to a Corporation or Other Legal Entity. Mathnasium will consent to the Transfer of this Agreement to a corporation or other legal entity that you form for the convenience of ownership, at no charge to you, provided that you comply with the requirements in Section 10.4, Section 17.2(b) and Section 17.2(c) of this Agreement, and provided that you and the transferee sign an assignment and assumption agreement in a form acceptable to us, whereby the transferee assumes all of your rights and obligations under this Agreement and agrees to be bound by all of the terms and obligations under this Franchise Agreement. All individuals that have an ownership interest in the transferee entity must sign a personal guaranty whereby such owners jointly and severally guarantee the full payment and performance of the transferee entity's obligations to us under this Agreement.

17.7. Death, Incapacity, or Bankruptcy. If you or any of your Owners die, become incapacitated, or enter bankruptcy proceedings, that person's executor, administrator, personal representative, or trustee must apply to Mathnasium in writing within one (1) month after the event (death, declaration of incapacity, or filing of a bankruptcy petition) for consent to Transfer the person's interest to his or her heir, beneficiary, devisee, or other successor. The Transfer will be subject to the provisions of Sections 17.2 through 17.6 of this Agreement. In addition, if the deceased or incapacitated person is you, a partner, or the Center Director, Mathnasium has the right (but not the obligation) to take over operation of the Center until the successor has completed the Initial Training Program as required by Section 17.3(a) of this Agreement. For purposes of this Section, "incapacity" means any physical or mental infirmity that will prevent the person from performing his or her obligations under this Agreement (i) for a period of thirty (30) or more consecutive days or (ii) for sixty (60) or more total days during a calendar year. In the case of Transfer by bequest or by intestate succession, if the heirs or beneficiaries are unable to meet the conditions of Sections 17.2 through 17.6 of this Agreement, the executor may Transfer the decedent's interest to another successor that Mathnasium has approved, subject to all of the terms and conditions for Transfers contained in this Agreement. If an interest is not disposed of under this Section 18.7 within a reasonable time after the date of death or appointment of a personal representative or trustee, Mathnasium has the right to terminate the deceased Owner's interest in this Agreement or to terminate this Agreement under Section 14.1 of this Agreement.

17.8. Non-Conforming Transfers. Any purported Transfer that is not in compliance with this Section 17 is null and void and constitutes a material breach of this Agreement, for which Mathnasium has the right to terminate this Agreement without opportunity to cure under Section 14.1 of this Agreement. Mathnasium's consent to a Transfer does not constitute a waiver of any claims that Mathnasium may have against the transferor, nor is it a waiver of Mathnasium's right to demand exact compliance with the terms of this Agreement.

17.9. Our Right of First Refusal. If you, any of your Owners, or the owner of a controlling interest in an entity with an ownership interest in you at any time determine to sell or transfer for consideration the franchise rights granted by this Agreement and the Center (or all or substantially all of its assets), a controlling ownership interest in you, or a controlling ownership interest in an entity with a controlling ownership interest in you (except to or among your current Owners or in a transfer under Section 17.6, which is not subject to this Section 17.9), you agree to obtain from a responsible and fully disclosed buyer, and send us, a true and complete copy of the executed written offer.

We may, by delivering written notice to you within seven (7) 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; and (iii) we must receive, and you and your Owners agree to make, all customary representations, warranties and indemnities customarily given by the seller of assets of a business or ownership interests in an entity, as applicable. The closing of the transaction shall occur as soon as reasonably practicable.

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 this Section 17. If there is a material change in the terms of the offer (which you must tell us promptly), we will have an additional right of first refusal during the seven (7)-day period following 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 17.9 to any entity (who may be our affiliate), and that entity will have all the rights and obligations under this Section 17.9.

18. TRANSFER BY US

We have the right to Transfer our rights and/or to delegate performance of our obligations under this Agreement. No Transfer by Mathnasium will relieve you of your obligations under this Agreement. Mathnasium will have no liability to you under this Agreement after the effective date of the Transfer or assignment by Mathnasium to a third party.

19. DISPUTE RESOLUTION

19.1. Written Notice of Unresolved Disputes – "Notification of Dispute" Procedure. All Disputes shall be brought to our or your attention, as the case may be, by delivering a written notice headed "Notification of Dispute." Delivery of such notice shall be made within sixty (60) days of the date on which facts respecting the Dispute first come to our or your attention, as applicable. A notice of default under this Agreement may precede the Notification of Dispute and, in such cases, the Notification of Dispute may be sent at such time as it appears that the default has not been satisfactorily corrected. The Notification of Dispute shall specify, to the fullest extent possible, the party's version of facts surrounding the Dispute, the amount of damages and/or the nature of any other relief such party claims. The party (or parties, as the case may be) receiving a Notification of Dispute shall respond within thirty (30) business days after receipt thereof, in accordance with Section 22.1 of this Agreement, stating its version of the facts and, if applicable, its position as to the relief sought by the party initiating the Dispute procedure; provided, however, that if the Dispute has been the subject of a default notice given under this Agreement, receiving party shall respond to the notice under this Section 19.1 within ten (10) business days.

If upon receipt of a Notification of Dispute and responses under this Section 19.1, the Dispute (or any part thereof) is not resolved, the party initiating the Notification of Dispute shall so indicate in writing within five (5) business days or the Dispute shall be deemed to be resolved as set forth in the response to the Notification of Dispute. If the Dispute is not resolved, the parties shall endeavor in good faith to resolve the Dispute outlined in the Notification of Dispute and responses.

All notices, requests and responses to be delivered under this Section 19.1 shall be delivered in accordance with Section 22.1 of this Agreement.

19.2. Mediation. Except to the extent precluded by applicable law and except for the Disputes listed in Section 19.4(a), in the event a Dispute outlined in a Notification of Dispute has not been resolved within fifteen (15) business days after receipt of the last writing called for by Section 19.1 above, either party may initiate the mediation procedure in accordance with this Section 19.2 within five (5) days thereafter by delivering a written request for mediation. Mediation shall be conducted before a mediator with the AAA in accordance with AAA Mediation Guidelines, unless the parties agree on a different mediator within fifteen (15) days after either party first gives notice of mediation. Mediation will be conducted in the county where our principal place of business is then located and will be conducted and completed within ninety (90) days following the date either party first gives notice of mediation. The fees and expenses of the mediator will be shared equally by the parties and all other expenses relating to such mediation shall be borne by the party incurring them. The mediator will be disqualified as a witness, expert, or counsel for any party with respect to the Dispute and any related matter. The entire mediation process will be confidential.

19.3. Arbitration.

(a) Except as otherwise provided in Sections 19.4 and 20.1(c) hereof, if a Dispute is not subject to Sections 19.1 and 19.2 hereof, or if after the conclusion of all procedures under those Sections the parties have been unable to resolve the Dispute, the parties shall submit such Dispute to binding arbitration in Los Angeles County, California, administered by AAA or its successor, in accordance with the AAA. The parties agree that any and all Disputes submitted to arbitration in accordance with this Agreement shall be governed by the Federal Arbitration Act (Title 9 of the U.S. Code) and decided by one (1) neutral arbitrator who is a retired judge or attorney licensed to practice law in California, and who has experience with franchise disputes and/or disputes related to complex commercial transactions. The parties shall select the arbitrator in accordance with the AAA rules and shall cooperate with the AAA and with one another in selecting the arbitrator and in scheduling the arbitration proceedings in accordance with applicable AAA procedures.

(b) The arbitration award will be final and binding on the persons or entities bound by this arbitration section, and judgment on the award may be entered in any federal or state court having jurisdiction. Any arbitration will be conducted and resolved on an individual basis only and not on a class-wide, multiple-plaintiff, consolidated or similar basis, and will not have any binding effect on other court actions or arbitrations.

(c) If any person or entity bound by this arbitration provision fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party by default or otherwise notwithstanding said failure to appear.

(d) The provisions of this Section 19.3 are intended to benefit and bind certain third-party non-signatories.

(e) No party is prohibited from seeking a full or partial summary judgment disposing finally of part or all of a claim or defense in an arbitration proceeding. The arbitrator is empowered to grant or deny such summary judgment motions under the same procedures and standard of proof as are then used under the Federal Rules of Civil Procedure. Such motions may be submitted through written submissions and brief telephone conference oral presentations by counsel, without live witness testimony.

19.4. Injunctive Relief and Summary Judgment Motions in Arbitration.

(a) The following Disputes are not subject to the procedures stated in Sections 19.1 and 19.2 of this Agreement:

(i) Any claim by us for monies due to us by you or any guarantor of this Agreement;

(ii) Any disputes relating to (A) your use of the Marks, or any other mark in which we or any of our affiliates has an interest; (B) acts that otherwise violate your obligations under

Section 7 of this Agreement; or (C) conduct that is alleged to otherwise infringe our, or any of our affiliates', intellectual property rights;

(iii) Any disputes subject to "core proceedings" under the United States Bankruptcy Code;

(iv) Any disputes pursuant to the Lanham Act (15 U.S.C. 1051 et seq.);

(v) Any dispute relating to the assignment of interests in violation of Section 17 of this Agreement;

(vi) Any dispute for which we are entitled to terminate this Agreement without providing an opportunity to cure, under the provisions of Section 14.1 of this Agreement;

(vii) Any dispute relating to the scope, application or enforceability of this Section 19; and

(viii) Any dispute, other than those enumerated above, in which any emergency, temporary or preliminary equitable or injunctive relief or other reasonably necessary provisional remedy is sought, including, without limitation, a writ of attachment.

(b) In the prosecution of any of the Disputes enumerated in Section 19.4(a) above for which equitable relief is sought, posting of a bond shall not be required by this Agreement but if a bond is nevertheless required by a court of competent jurisdiction, the parties agree that the sum of One Thousand Dollars ($1,000) will be a sufficient bond (this amount may be adjusted according to changes in the CPI since the Effective Date).

(c) You acknowledge that you are one of a number of licensed franchisees using the System and Marks and that failure on your part to comply fully with any of the terms of this Agreement respecting the foregoing obligations regarding examinations, audits, and Marks could cause irreparable damage to us or other of our franchisees and businesses.

19.5. Business Judgment. Whenever we reserve discretion in a particular area or where we agree to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise reasonable business judgment ("**Business Judgment**") in making a decision or exercising a right. Our decisions or actions will be deemed to be the result of such Business Judgment, even if other reasonable or even arguably preferable alternatives are available, if our decisions or actions are intended, in whole or significant part, to promote or benefit franchisees and the System generally even if the decision or action also promotes our financial or other individual interests. Examples of items that will promote or benefit franchisees and our System generally include, without limitation, enhancing the value of the Marks, improving customer service and satisfaction, improving product or service quality, improving uniformity, enhancing or encouraging modernization, or improving the competitive position of franchisees and our System generally. You will have the burden of establishing that we failed to exercise Business Judgment, and neither the fact that we benefited economically from an action nor the existence of other "reasonable" alternatives will, by itself, establish such failure. To the extent that any implied covenant, such as the implied covenant of good faith and fair dealing, or civil law duty of good faith is applied to this Agreement, you and we intend that we will not have violated such covenant or duty if we have exercised Business Judgment. Business and the operation of Center also involve subjective judgment on your part, and we do not indicate or guarantee, to any degree, your success or profitability.

19.6. Survival. The terms of this Article 19, including but not limited to the arbitration provision of Section 19.3, will survive and remain in full force and effect following termination, expiration, or non-renewal of this Agreement.

20. VENUE; WAIVER OF RIGHT TO TRIAL BY JURY; CLASS ACTION WAIVER; LIMITATION OF DAMAGES; LIMITATION OF ACTIONS

20.1. Venue; Waiver of Right to Trial by Jury; Class Action Waiver; Limitation of Damages. You acknowledge that we operate a nationwide franchise system, with franchisees located in numerous different states and in numerous counties and cities within such states. Further, in view of the fact that our books, records and business personnel are located, for the most part, in Los Angeles County, California, and in order to minimize disruption or interference with operation of the System as a whole, you and we agree as follows:

(a) ANY AND ALL COURT PROCEEDINGS ARISING FROM OR RELATING IN ANY MANNER TO ANY DISPUTE BETWEEN YOU AND US AND ANY OF OUR AFFILIATES, ON THE ONE HAND, AND YOU AND ANY OF YOUR AFFILIATES, ON THE OTHER, ARISING OUT OF, RELATING TO OR REFERENCING THIS AGREEMENT OR ITS BREACH IN ANY WAY, SHALL BE BROUGHT IN, AND ONLY IN, THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA (LOS ANGELES DIVISION). NO INDIVIDUAL OR ENTITY (WHETHER NAMED OR OTHERWISE DESIGNATED) SHALL BE JOINED AS A PARTY TO SUCH PROCEEDINGS IF SUCH JOINDER HAS THE EFFECT OF DESTROYING FEDERAL COURT JURISDICTION UNLESS THAT INDIVIDUAL OR ENTITY IS A NECESSARY PARTY TO THE PROCEEDING AS A MATTER OF LAW. WHERE THERE IS NO UNITED STATES DISTRICT COURT HAVING JURISDICTION OVER THE DISPUTE, THE PROCEEDING MAY BE INITIATED IN, AND ONLY IN, THE SUPERIOR COURT OF CALIFORNIA IN AND FOR LOS ANGELES COUNTY, CALIFORNIA, OR IF THE JURISDICTIONAL LIMITS FOR THE SUPERIOR COURT ARE NOT MET, THEN THE PROCEEDING MAY BE INITIATED IN THE LOS ANGELES MUNICIPAL COURT OF THE LOS ANGELES COUNTY JUDICIAL DISTRICT, LOS ANGELES, CALIFORNIA. IN EITHER CASE, YOU HEREBY CONSENT TO THE EXERCISE OF JURISDICTION BY SUCH COURTS.

(b) NO PUNITIVE OR EXEMPLARY DAMAGES SHALL BE AWARDED AGAINST EITHER YOU OR US, OR ANY AFFILIATES OF EITHER OF THEM, IN ANY PROCEEDING, AND ALL CLAIMS TO SUCH DAMAGES ARE HEREBY WAIVED.

(c) THE PARTIES HAVE AGREED THAT, OTHER THAN THOSE DISPUTES ENUMERATED IN SECTION 19.4(a) HEREOF, ANY DISPUTE WILL BE RESOLVED IN A NON-JUDICIAL FORUM THROUGH BINDING ARBITRATION AND ACCORDINGLY, WITH REGARD TO ALL DISPUTES SUBJECT TO ARBITRATION, THE PARTIES WAIVE THEIR RIGHT TO A TRIAL BY JURY.

(d) THE PARTIES RECOGNIZE THAT THEIR RELATIONSHIP IS UNIQUE AND THAT EACH FRANCHISEE IS SITUATED DIFFERENTLY FROM ALL OTHER FRANCHISEES, AND THAT NO ONE FRANCHISEE CAN ADEQUATELY REPRESENT THE INTEREST OF OTHERS. THEREFORE, **THE PARTIES AGREE THAT ANY ARBITRATION, SUIT, ACTION OR OTHER LEGAL PROCEEDING SHALL BE CONDUCTED AND RESOLVED ON AN INDIVIDUAL BASIS ONLY AND NOT ON A CLASS-WIDE, MULTIPLE PLAINTIFF, CONSOLIDATED OR SIMILAR BASIS, AND YOU HEREBY EXPLICITLY AND UNEQUIVOCALLY WAIVE YOUR RIGHT, IF ANY, TO JOIN A PLAINTIFF CLASS ACTION LAWSUIT AGAINST US OR ANY OF OUR AFFILIATES ARISING UNDER OR RELATED TO THIS AGREEMENT OR TO ACT IN ANY ARBITRATION OR OTHERWISE IN THE INTEREST OF THE PUBLIC OR IN ANY PRIVATE ATTORNEY GENERAL CAPACITY**.

20.2. Limitation of Actions. You and we agree that no form of action or proceeding permitted hereby will be maintained by any party to enforce any liability or obligation of the other party, whether arising from this Agreement or otherwise, unless any Notification of Dispute required to be delivered under this Agreement has been delivered in accordance with Section 19.1 hereof and unless the proceeding is brought before the expiration of the earlier of (a) the end of the 60-day period specified in Section 19.1 of this Agreement for the initiation of proceedings following mediation, if applicable; or (b) one (1) year after the date of discovery of the facts resulting in such alleged liability or obligation or (c) two (2) years after the date of the first act or omission giving rise to such alleged liability or obligation. The foregoing limitations periods shall not apply (i) to any claim by us for monies due to us by you, including, but not limited to, those

liabilities or obligations discovered as a result of an audit conducted by us, or (ii) any disputes relating to (1) your use of the Marks, or any other mark in which we or any of our affiliates has an interest; (2) acts that otherwise violate your obligations under Section 7 of this Agreement; or (3) conduct that is alleged to otherwise infringe our intellectual property rights or the rights any of our affiliates. Notwithstanding the foregoing, where state or federal law mandates or makes possible by notice or otherwise a shorter period, such shorter period shall apply in all cases, in lieu of the time specified in (a), (b) or (c) above.

21. LEGAL FEES

In any action or proceeding between you and us for the purpose of enforcing or preventing any breach of any provision of this Agreement, whether by judicial or quasi-judicial action, arbitration or otherwise or any appeal thereof, each party shall bear its own costs including but not limited to its own attorneys' fees, except for those actions or proceedings, whether quasi-judicial action, arbitration or otherwise or any appeal thereof, brought for collection of moneys due, enforcement of indemnifications and/or with regard to the use or protection of the Marks, which proceedings or actions, whether by judicial or quasi-judicial action, arbitration or otherwise or any appeal thereof, the prevailing party shall be entitled to collect its fees and expenses including but not limited to attorneys' fees and arbitrator's fees from the other party.

22. MISCELLANEOUS

22.1. Notices.

(a) All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the second (2nd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses:

(i) If to us, to:

MATHNASIUM CENTER LICENSING LLC
5120 W GOLDLEAF CIRCLE, SUITE 400
LOS ANGELES, CA 90056
Attention: General Counsel
E-mail address: legal@mathnasium.com
Facsimile: (310) 943-2111

With a copy, which shall not constitute notice, to:

DLA Piper LLP (US)
2000 Avenue of the Stars, Suite 400, North Tower
Los Angeles, CA 90067
Attn: Matthew B. Gruenberg, Esq.
Email address: matthew.gruenberg@us.dlapiper.com

(ii) If to you, to:

_____

_____

_____

E-mail address: _____

(b) The addresses herein given for notices may be changed at any time by either party by written notice given to the other party as herein provided.

22.2. Construction and Severability. The language of this Agreement will in all cases be construed according to its fair and plain meaning and not strictly for or against either you or us. "Includes", "including", and similar words shall not be given a restrictive interpretation, and words used as examples shall not limit the generality of antecedent words or phrases. Each clause or any part at all of this Agreement is to be regarded as severable from and independent of the others. This means that should any clause or any part at all of this Agreement be found to be unenforceable or invalid, it will not affect the enforceability or validity of the rest of this Agreement.

22.3. Governing Law. Subject to the Lanham Act (15 U.S.C. 1051 et seq.) or other federal law, this Agreement shall be interpreted under the laws of the State of Delaware and all Disputes, whether arising under this Agreement or from any other aspect of our relationship, shall be governed by and determined in accordance with the substantive laws of the State of Delaware, which laws shall prevail in the event of any conflict of law.

22.4. Franchisee Acknowledgements and Representations and Warranties.

(a) Authorization; No conflicts. You represent and warrant to Mathnasium that (i) if you are an entity, you are duly organized or formed and validly existing in good standing under the laws of the jurisdiction of your incorporation or formation, are qualified to do business in all jurisdictions in which you are required to qualify and have the authority to execute, deliver and carry out all of the terms of this Agreement, (ii) you have the power to enter into this Agreement, you have obtained all necessary approvals to do so and that entering into this Agreement will not cause you to breach any of your entity's organizational documents or any contractual obligations with any third party; and (iii) you are not presently insolvent within the meaning of the term "insolvent" as defined under the Federal Bankruptcy Act.

(b) Furnishing of the FDD. You acknowledge that we provided you with a copy of the FDD at least fourteen (14) complete calendar days before you signed this Agreement and that we provided you with this Agreement containing all material terms at least seven (7) days before you signed this Agreement. You acknowledge that the FDD Mathnasium provided to you is current as of the Effective Date.

(c) Qualification to Own Child-Related Business. You represent and warrant to us that you and your Owners are fully competent and qualified to own a business in the child education industry and that neither you, your Center Director, nor any of your Owners or employees has ever been accused of or convicted of a crime against a child or any form of physical violence or sexual assault against any person.

(d) General Acknowledgements. You acknowledge and agree that the individuals signing for you constitute all of the executive officers, partners, shareholders, investors and/or Owners of the Franchisee.

(e) Franchisee Acknowledgments and Representations and Warranties in Certain States. The following acknowledgments shall be made by and binding on all franchisees and Centers, except if this Agreement or the relationship between you and us is subject to state franchise registration

and/or disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington or Wisconsin:

(i) You represent and warrant to Mathnasium that you have received independent legal advice from attorneys of your own choice with respect to the advisability of entering into this Agreement;

(ii) You acknowledge and agree that: (A) aside from information contained in Item 19 of our FDD, we did not furnish you with any oral or written information concerning the actual or potential sales, costs, income, or profits of a Mathnasium franchise before you signed this Agreement; (B) no oral, written, visual or other promises, agreements, commitments, representations, understandings, "side agreements," options, rights-of-first-refusal or otherwise have been made to you with respect to any matter (including but not limited to advertising, marketing, site location, operational, marketing or administrative assistance, exclusive rights or exclusive or protected territory or otherwise), nor have you relied in any way on same; (C) no oral, written, visual or other promises, agreements, commitments, representation, understandings, "side agreements" or otherwise which expanded upon or were inconsistent with the FDD or this Agreement were made to you by any person or entity, nor have you relied in any way on same; (D) each of your executive officers, partners, shareholders, investors and/or Owners has reviewed the FDD and all exhibits and carefully read, discussed, understands and agrees to this Agreement, and its exhibits, including personal guaranties; (E) you have been strongly advised by Mathnasium to discuss your proposed purchase of a Mathnasium franchise with any existing Mathnasium franchisees prior to signing any binding documents or paying any sums and Mathnasium has supplied you with a list of all existing franchisees; (F) you understand that (1) entry into any business venture necessarily involves some unavoidable risk of loss or failure, (2) while the purchase of a franchise may improve the chances for success, the purchase of a Center or any other franchise is a speculative investment, (3) investment beyond that outlined in the FDD may be required to succeed, (4) there exists no guaranty against possible loss or failure in this or any other business, and (5) the most important factors in the success of any Center, including the one to be operated by you, are your personal business skills, which include marketing, sales, and management, sound judgment, and extremely hard work. Concurrently with the execution of this Franchise Agreement, you have signed the "Statement of Prospective Franchisee" attached hereto as Attachment 7.

22.5. Waiver. No course of dealing between you and us will operate as a waiver of any right, power, or remedy conferred by this Agreement or by any existing or future statute or law.

22.6. Entire Agreement. This Agreement contains all of the terms and conditions agreed upon by the parties hereto with reference to the subject matter hereof; provided, however, that nothing in this Agreement is intended to disclaim the representations we made in the FDD that we provided to you. No other agreements oral or otherwise shall be deemed to exist or to bind any of the parties hereto and all prior agreements and understandings are superseded hereby. No officer or employee or agent of ours has any authority to make any representation or promise not contained in this Agreement. You acknowledge and agree that you have signed this Agreement without reliance upon any such unauthorized representation or promise. Nothing in this Agreement or any related agreement is intended to disclaim any representation made by Mathnasium in the FDD that we provided you.

22.7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one document. Counterpart signature pages to this Agreement transmitted by facsimile, electronic mail in PDF format, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

22.8. Amendments. This Agreement shall not be modified or amended except by written agreement executed by both parties hereto. This provision does not apply to the Manuals, which the Franchisor may modify unilaterally. The parties expressly agree that this Agreement may not be amended or modified, or any performance standard changed, by course of dealing, or by inference from any party's conduct.

THIS AGREEMENT IMPOSES IMPORTANT LEGAL OBLIGATIONS ON YOU. THEREFORE, WE STRONGLY ADVISE YOU TO OBTAIN COMPETENT AND INDEPENDENT LEGAL AND BUSINESS COUNSEL BEFORE ENTERING INTO THIS AGREEMENT. We believe that fully understanding your rights and obligations before entering into this Agreement is the best way to avoid conflicts. We look forward to a mutual, beneficial relationship.

22.9. No Liability. You agree that no past, present or future director, officer, employee, incorporator, member, manager, partner, stockholder, subsidiary, affiliate, controlling party, entity under common control, ownership or management, supplier, agent, attorney, or representative of ours will have any liability for (i) any of our obligations or liabilities relating to or arising from this Agreement, (ii) any claim against us based on, in respect of, or by reason of, the relationship between you and us, or (iii) any claim against us based on any alleged unlawful act or omission of us. For the avoidance of doubt, this provision constitutes an express waiver of any claims based on a theory of vicarious liability, except for any statutory liability that cannot be waived under applicable law.

22.10. Third-Party Beneficiaries. You acknowledge and agree that the Franchisor Indemnitees are hereby made third-party beneficiaries of Section 12.1 of this Agreement. Each Franchisor Indemnitee will have the independent right (without, however, any obligation) to enforce each of your obligations under Section 12.1 as if each obligation was independently owed to the applicable Franchisor Indemnitee and regardless as to whether we or any other Franchisor Indemnitee has sought to enforce the obligation; provided, however, that you and we agree and acknowledge that the Franchisor Indemnities will have no direct obligation to you under this Agreement and none of your affiliates shall be deemed third-party beneficiaries of any provision of this Agreement.

22.11. 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and accepted as of the Effective Date.

MATHNASIUM:

MATHNASIUM CENTER LICENSING, LLC

By:_____
Name:
Title:

FRANCHISEE:

By:_____

Entity Name:_____

Signatory's Title:_____

List of Attachments to Franchise Agreement:

Attachment 1 - Territory

Attachment 2 – Form of General Release

Attachment 3 – Schedule of Owners, Officers and Managers

Attachment 4 – Guaranty and Assumption of Obligations

Attachment 5 – Conditional Assignment of Telephone and Directory Listings

Attachment 6 – Electronic Funds Transfer Authorization Form

Attachment 7 – Statement of Prospective Franchisee

ATTACHMENT 1 - TERRITORY

The Territory is an area mutually agreed to and initially described in the following map depiction (you and we acknowledge and agree that the Territory may be adjusted based on the final location of your Center, and if so, a replacement map will be inserted into this Attachment, and we may require that you acknowledge the change by initialing the final map. In the case of a dispute between the version of the Territory map contained in your copy of this Agreement and in our copy of this Agreement, we both agree that the form of Territory map contained in our copy of this Agreement will be deemed to be the controlling Territory map): INSERT MAP HERE

This Attachment 1 may also contain certain census or other demographic data available to us publicly or through third party vendors. Any data provided from a third party agency is for informational purposes only. We do not represent or warrant that the demographic or geographic data for the Territory will result in any level of business.

ATTACHMENT 2 - GENERAL RELEASE

MATHNASIUM CENTER LOCATION: _____

The individuals or entities that have signed this general release (the "**Release**") agree as follows:

1. As required by the original Mathnasium Center Franchise Agreement (the "**Franchise Agreement**") for the Mathnasium learning center identified above (the "**Center**"), and in consideration for Mathnasium's willingness to extend our rights to operate a Mathnasium center, we hereby release MATHNASIUM CENTER LICENSING, LLC, ("**Mathnasium**") and Related Parties (as defined below) from any and all claims, demands, actions, causes of action, debts, obligations, and liabilities, whether known or unknown, vested or contingent (collectively, "**Claims**") arising out of or related to the Franchise Agreement or the Center identified above. We acknowledge that Mathnasium is not required to give us, and is not giving us, a reciprocal release.

We give this Release on behalf of ourselves, our heirs, executors, administrators, successors and assigns, and any other person claiming through or under us. The "**Related Parties**" covered by this Release include all affiliates of Mathnasium and all of Mathnasium's (and affiliates) past and present officers, directors, shareholders, agents, lawyers, contractors and employees.

This Release applies to any transaction, event, or circumstance relating to the Franchise Agreement or the Center on or before the date of this Release. This Release does not apply to Claims that we may have in the future based on events occurring after the date of this Release.

Franchisee hereby expressly waives any and all rights conferred upon Franchisee by any statute or rule of law which provides that a release does not extend to claims which the claimant does not know or suspect to exist in its favor at the time of executing the release, which if known by it might have materially affected its settlement with the released party, including without limitation provisions of the California Civil Code Section 1542. Section 1542 of the California Civil Code provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY"

[FOR FRANCHISEES OUTSIDE CALIFORNIA]

FRANCHISEE AND ITS OWNERS AND EACH OF THEM, JOINTLY AND SEVERALLY, BEING AWARE OF THIS CODE SECTION, HEREBY EXPRESSLY WAIVE ALL RIGHTS THEREUNDER AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT OF ANY APPLICABLE JURISDICTION, INCLUDING, BUT NOT LIMITED TO [_____] AND ANY STATES/PROVINCES, ETC. IN WHICH FRANCHISEE AND/OR ANY OF ITS OWNERS RESIDE AND/OR DO BUSINESS.

2. We understand that we may be wrong about facts that we know or believe to be true at the time of signing this Release. We accept and assume the risk of the facts turning out to be different, and we agree that this Release will not be subject to termination or rescission by virtue of any such difference in facts.

3. We each represent that we have not assigned to any person or entity any Claim covered by this Release. We acknowledge that this Release will be a complete defense to any Claim that it covers, and each of us consents to the entry of a temporary or permanent injunction to prevent or end the assertion of any such Claim.

DATED: _____

_____ _____

Signature Printed Name

TO BE SIGNED BY ALL PERSONS WHO HAVE AN OWNERSHIP INTEREST IN THE ENTITY THAT IS THE FRANCHISEE.

ATTACHMENT 3 - INFORMATION REGARDING NON-INDIVIDUAL FRANCHISEES

(1) If Franchisee is a corporation or partnership or other entity, there is set forth below the name, address, title and percentage ownership of each shareholder, partner or member of Franchisee:

NAME	ADDRESS	TITLE	PERCENTAGE OWNERSHIP

(2) If Franchisee is a corporation or limited liability company, there is set forth below the name, address and title of each officer and director or manager of Franchisee:

NAME	ADDRESS	TITLE

(3) The address where Franchisee's records are maintained is:

_____
_____
_____

(4) There is set forth below the name, address and title of each of your principal officers or partners who will be personally participating in and devoting sufficient time and effort to the operation of, the Center.

NAME	ADDRESS	TITLE

DATE: _____

_____
Name and Title of Person Completing Exhibit

_____
Signature

ATTACHMENT 4 – GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY is effective as of the ___day of_____, ___ (the "**Effective Date**"), by _____ (jointly and severally, "**Guarantor**") in favor of Mathnasium Center Licensing, LLC, a California limited liability company ("**Mathnasium**") and is entered into in consideration of a franchise agreement for the operation of a Mathnasium Center located at _____ (the "**Franchise Agreement**") with _____ ("**Franchisee**"), as follows:

1. Guarantor unconditionally guarantees to Mathnasium the full payment of all monies owed and the full performance of Franchisee's obligations under the Franchise Agreement and any undertakings or agreements entered in connection therewith, as the same may be modified, renewed or amended from time to time, and the costs (including attorney's fees) incurred by Mathnasium to collect and enforce them under such agreement or hereunder (the "**Obligations**").

2. Guarantor agrees that Guarantor's liability hereunder shall not be released, reduced or in any way affected by (a) the taking of any other guaranty for the Obligations; (b) any release, waiver, exchange, substitution, subordination or other modification of any guaranty relating to the Obligations; (c) any partial release of Guarantor's liability hereunder or under any other instrument held as security for the Obligations; or (d) any assignment by Mathnasium, in whole or in part, of this Guaranty. In addition, if and to the extent that Mathnasium is required, in connection with any bankruptcy proceeding affecting Franchisee, to return any amounts paid to Mathnasium by Franchisee, Guarantor guarantees repayment to Mathnasium of any amounts so required to be returned.

3. Guarantor waives (a) presentment, demand, protest and notice of any kind; (b) all statutes of limitations as a defense to any action brought against Guarantor by Mathnasium to the fullest extent permitted by law; (c) any defense based upon any legal disability of Franchisee or any discharge or limitation of the liability of Franchisee to Mathnasium, whether consensual or arising by operation of law or any bankruptcy, insolvency, or debtor-relief proceeding, or from any other cause; and (d) all rights of subrogation, all rights to enforce any remedy that Mathnasium may have against Franchisee and all rights to participate in any security held by Mathnasium for the Obligations, until the Obligations have been paid and performed in full. Mathnasium may bring an action against Guarantor in his capacity as guarantor without first proceeding against Franchisee or any other person or security held by Mathnasium and without pursuing any other remedy. Upon a default by Franchisee, Mathnasium may nonjudicially or judicially foreclose against any real or personal property security it holds for the Obligations or exercise any other remedy against Franchisee.

4. Any indebtedness of Franchisee now or hereafter held by Guarantor is hereby subordinated to the Obligations. No delay or failure by Mathnasium to exercise any right or remedy against Franchisee or Guarantor shall be construed as a waiver of such right or remedy. All remedies of Mathnasium against Franchisee and Guarantor are cumulative.

5. If any provision of this Guaranty is held to be unenforceable, such unenforceability will not affect any other provisions hereof. The provisions of this Guaranty shall benefit and bind Guarantor and Mathnasium and their respective heirs, administrators, legal representatives, successors and permitted assigns. This Guaranty shall be governed by the laws of the State of Delaware and may be amended only by a written instrument signed by Guarantor and Mathnasium.

GUARANTOR(S)

_____

Print Name: _____

Address: _____

ATTACHMENT 5 – CONDITIONAL ASSIGNMENT OF TELEPHONE AND DIRECTORY LISTINGS

In consideration of Mathnasium Center Licensing, LLC ("**Assignee**") concurrently granting a Mathnasium franchise ("**Franchised Business**") to _____ ("**Assignor**"), and other valuable consideration, Assignor assigns to Assignee all telephone numbers, directory listings, fax numbers, e-mail addresses, Internet website addresses and domain names, and other listings, whether in electronic or other media, used or to be used by Assignor in the operation of the Franchised Business. This assignment will take effect on the effective date Assignee specifies below. Assignee assumes the performance of all of the terms, covenants, and conditions of the telephone or directory company with respect to these listings with the same force and effect as if they had been originally issued to Assignee. This Assignment is valid on the date signed and is irrevocable. Assignee has the right to fill in, add, or change the effective date and the listings at any time. The telephone or directory company is authorized to rely on this Assignment. The parties will hold harmless and indemnify the telephone or directory company from any claims based on reliance on this Assignment.

ASSIGNOR:

_____

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

ASSIGNEE:

MATHNASIUM CENTER LICENSING, LLC

By: _____

Printed Name:

Title:

Effective Date: _____
(*to be entered by Assignee on the date of termination, expiration or non-extension of the Franchise Agreement as determined in the sole discretion of Assignee*)

To be signed by all persons who have an ownership interest in the franchise or in the entity that is the franchisee.

ATTACHMENT 6 – ELECTRONIC FUNDS TRANSFER AUTHORIZATION

5120 West Goldleaf Circle, Suite 400, Los Angeles, CA 90056
Tel: (323) 421-8000 Fax: (323) 417-1555

ELECTRONIC FUNDS TRANSFER AUTHORIZATION FORM

With our secure Web servers, network, and firewalls, your information is safe. You have less to worry about when paying by Electronic Funds Transfer (EFT) than you do when paying by check. When a check is issued for payment, many different people handle it before it is returned to your bank, and security problems can occur because your information is printed on it. With EFT, your information is encrypted and sent to the Federal Reserve through secure wires of the ACH Network. There is an immediate record of who initiated the payment and the account to be debited. If a fraudulent debit is made to your account, contact your bank to have the transaction reversed. NACHA regulations that govern ACH transactions are designed to protect check writers.

I, <ENTER FRANCHISE OWNER NAME & LOCATION HERE>_____, authorize MATHNASIUM to initiate variable data entries to my account identified below in payment for **monthly royalties, monthly fees, late fees and other authorized amounts**, when applicable, including the Digital and Local Marketing Program Fee. I understand that MATHNASIUM will debit my account once I have submitted my Royalty Report. If my Royalty Report has not been submitted by the 7th of the month, I understand that Mathnasium will debit my account on or after the 20th of the month by up to 110% of the Royalties and Fees paid in the prior month, or a late fee of $100 every two weeks until payment is made. I understand Mathnasium may change the payment date for Royalties and Fees, as set forth in the Manuals and this authorization will continue to be effective upon any such change. I authorize my financial institution identified below to debit my account each month. I understand that I am in full control of my payment, that I have a right to hold or stop this electronic payment by giving MATHNASIUM written timely notice to reports@mathnasium.com, and that I may revoke this authorization by notifying them by the 25th of the current month to be effected for the following month**.** In addition, I will immediately notify MATHNASIUM at reports@mathnasium.com of any changes in the information provided on this authorization form. All returned items are subject to an automatic debit from my account, including a maximum returned check fee as permitted by law.

PLEASE COMPLETE SECTIONS 1, 2 & 3, SIGN SECTION 3, **AND ATTACH A COPY OF A VOIDED CHECK BELOW**. THEN FAX BACK TO (323) 417-1555. THIS FORM WILL OVERRIDE ANY CREDIT CARD AUTHORIZATION FORM OR PREVIOUSLY SUBMITTED EFT FORM ON FILE IF SUBMITTED. ANY INCOMPLETE FORMS WILL BE SENT BACK TO BE REDONE.

SECTION 1	***FINANCIAL INSTITUTION INFORMATION***		
Bank Name			Phone #
ABA Routing # (first 9 digits lower left corner of check)		Account #	
SECTION 2	***ADDITIONAL INFORMATION***		
Franchisee Name		Center Name	
Email Address (Email address for all financial-related correspondence)			
SECTION 2	***AUTHORIZATION***		
Signature		Date	/ /
Print Name		Phone #	
A VOIDED CHECK FROM THIS ACCOUNT MUST BE ATTACHED.			

Attach Voided Check Here

NOTE: Voided Check must be **PREPRINTED** with the following information:

- Account Holder's Name or Business Name
- Address
- Phone Number (optional)
- Bank Name and Phone Number
- ABA Routing Number
- Bank Account Number

NOTE: THIS STATEMENT OF FRANCHISEE SHALL NOT BE COMPLETED OR SIGNED BY YOU, AND WILL NOT APPLY, IF THE OFFER OR SALE OF THE MATHNASIUM 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 STATEMENT IF THE FRANCHISE IS TO BE OPERATED IN, OR YOU ARE A RESIDENT OF, CALIFORNIA AND/OR MARYLAND.

ATTACHMENT 7 – STATEMENT OF FRANCHISEE

In order to make sure that no misunderstanding exists between you, the Franchisee, and us, Mathnasium Center Licensing, LLC (also called "**Mathnasium**", the "**Franchisor**" or "**we**"), and to make sure that no violations of law might have occurred, and understanding that we are relying on the statements you make in this document, you assure us as follows:

1. No oral, written, or visual claim or representation, that was inconsistent with the Franchise Disclosure Document or the Franchise Agreement was made to me by any person or entity, nor have I relied in any way on same, except as follows:

_____

_____

(If none, you should write NONE.)

2. No oral, written or visual claim or representation which stated or suggested a specific level or range of actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise from the Mathnasium Business was made to me by any person or entity, nor have I relied in any way on same, except as follows:

_____

_____

(If none, you should write NONE.)

If there are any matters inconsistent with the statements in this document or if anyone has suggested that you sign this document without all of its statements being true, correct and complete, immediately inform Mathnasium (Phone: (323) 421-8000) and our general counsel (legal email: legal@mathnasium.com).

You understand and agree that we do not furnish, or authorize our salespersons, brokers or others to furnish any oral or written information concerning actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise (or information from which such items might be ascertained), from franchise or non-franchised units, that no such results can be assured or estimated, and that actual results will vary from unit to unit.

You understand and agree to all of the foregoing and represent and warrant that all of the above statements are true, correct and complete.

PROSPECTIVE FRANCHISEE:

_____ _____

Date

EXHIBIT D
DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT

between

Mathnasium Center Licensing, LLC

and

_____

Developer:_____

Area:_____

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MATHNASIUM
DEVELOPMENT AGREEMENT

THIS AGREEMENT (this **"Agreement"**) is made and entered into as of the date set forth on Appendix A of this Agreement (the **"Effective Date"**) (Appendix A and all appendices and schedules attached to this Agreement are hereby incorporated by this reference) between MATHNASIUM CENTER LICENSING, LLC, a California limited liability company with its principal place of business at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056 (**"Mathnasium"**), and the person or entity identified on Appendix A as the franchisee (**"Franchisee"**) with its principal place of business as set forth on Appendix A. In this Agreement, **"we," "us,"** and **"our"** refers to Mathnasium. **"You"** and **"your"** refers to Franchisee.

RECITALS

A. We and our affiliates have established a method of developing and operating learning centers featuring math instruction using the "Mathnasium" education method and other products and services (each, a "**Mathnasium Center**").

B. We and you have entered into a certain Franchise Agreement dated the same date as this Agreement (the **"Initial Franchise Agreement"**), in which we have granted you the right to establish and operate one Mathnasium Center (the "**First Center**"). All capitalized terms used but not defined in this Agreement shall have the meanings given to them in the Initial Franchise Agreement.

B. We desire to grant to you the right to establish and operate a specified number of Mathnasium Centers, including the First Center, within a specified geographical area in accordance with a development schedule (each, a "**Center**," and collectively, "**Centers**").

C. You are a corporation, limited liability company, partnership, or other entity (collectively, an **"Entity"**). All of your owners of a legal and/or beneficial interest in the Entity (each, an "**Owner**," and collectively, the **"Owners"**) are listed on Appendix A of this Agreement (Appendix A and all other appendices hereto being hereby incorporated herein by reference).

D. You desire to establish and operate each Center upon the terms and conditions contained in our then-current standard franchise agreement (a **"Franchise Agreement,"** the current form of which is attached hereto as Appendix B).

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Development Rights and Development Area.

Subject to the terms and conditions of this Agreement, we grant to you the right, and you undertake the obligation, to establish and operate in the area designated on Appendix A to this Agreement (the **"Development Area"**) the number of Centers specified in the development schedule in Appendix A (the **"Development Schedule"**). This Agreement does not grant you any right to use the Marks or the System. Rights to use the Marks and the System are granted only by the Franchise Agreements.

2. Fees.

2.1 Development Fee. Upon execution of this Agreement, you must pay us a development fee in the amount specified on Appendix A (the "**Development Fee**"), which is equal to one hundred percent (100%) of the initial franchise fee for your First Center plus an additional deposit for each additional Center that you commit to develop under this Agreement. The Development Fee is fully earned by us when we

and you sign this Agreement and is non-refundable, even if you do not comply with the Development Schedule and/or this Agreement.

2.2 Franchise Fees. The initial franchise fee under each Franchise Agreement for each Center that you develop pursuant to this Agreement is Forty-Nine Thousand Dollars ($49,000) for the First Center and the then-current initial franchise fee for additional Mathnasium Centers for the second and each additional Center (the "**Franchise Fee**"). At the time you sign each Franchise Agreement, we will credit the portion of the Development Fee that you paid for such Center toward the initial franchise fee that is due for such Center.

3. Development Obligations.

3.1 Deadlines. You must enter into Franchise Agreements and open and operate Centers in accordance with the deadlines set forth in the Development Schedule. By each **"Fee Deadline"** specified in the Development Schedule, you must have delivered to us the applicable Franchise Fee and a signed copy of our then-current standard form of Franchise Agreement (which you acknowledge and agree may contain terms and conditions that are materially different from the terms and conditions contained in the Initial Franchise Agreement) for the number of Centers specified on the Development Schedule. By each **"Opening Deadline"** specified in the Development Schedule, you must have the specified number of Centers open and operating. You must locate the Centers only at sites that we have accepted in accordance with the terms of the applicable Franchise Agreement.

3.2 Affiliate-Owned Centers. At your request, the Franchise Agreement for any Center in the Development Area may be signed by an Entity formed by you to develop and operate the Center (an "**Affiliated Entity**") (and shall count as one of your Centers for the purpose of satisfying the Development Schedule), provided all of the following conditions are met: (a) you own one hundred percent (100%) of the voting securities of a corporate Affiliated Entity, one hundred percent (100%) of the membership interests in a limited liability company Affiliated Entity, or all of the partnership interests of a partnership Affiliated Entity; (b) the Affiliated Entity conducts no business other than the operation of one or more of the Centers and meets our then-current criteria for Mathnasium franchisees; and (c) you and all of your Owners sign a personal guaranty and agree to assume full and unconditional liability for, and agree to perform, all obligations, covenants and agreements contained in the Franchise Agreement.

4. Development Area.

4.1 Development Area. Except as provided in this Section 4.1, while this Agreement is in effect, provided that you open and operate the Centers in accordance with the Development Schedule and the minimum number of Centers that you have open and operating in the Development Area at any given time is not less than the minimum required pursuant to the Development Schedule, we will not operate, or license any person other than you to operate, a Center under the Marks and the System that is located within the Development Area.

4.2 No Other Restriction On Us. Except as expressly provided in Section 4.1 or any other agreement between the parties hereto, we and our affiliates retain the right, in our sole discretion, to conduct any business activities, under any name, in any geographic area, and at any location, regardless of the proximity to or effect on your Centers. For example, we and our affiliates have the right to:

(a) franchise and establish company-owned and affiliate-owned Mathnasium Centers outside the Development Area;

(b) establish, operate and franchise the System or any other programs, products and/or services under trade names, trademarks, service marks, or logos other than the Marks within or outside the Development Area;

(c) sell or provide services and products, whether or not part of the System, using the Marks or other names, trademarks and service marks, other than primarily at a learning center, within or outside of the Development Area. Specifically, without limitation, we or an affiliate have the right to offer instruction services and products directly to customers on the Internet;

(d) sell or provide services and products, whether or not part of the System, using the Marks or other names, trademarks and service marks to alternative customer types, within and outside of the Development Area, including low-income students;

(e) merge with, acquire, establish, be acquired by or become associated with any business or locations of any kind under other systems and/or trademarks, which businesses and locations may offer or sell items, products and services that are the same as or similar to the items, products and services offered at or from the Centers and which may be located anywhere within or outside the Development Area;

(f) conduct advertising for Mathnasium Centers within and outside of the Development Area;

(g) affiliate with other businesses and franchise systems that are directly competitive with Mathnasium Centers, regardless of whether such competitive businesses or franchise systems are located within or outside your Development Area; and

(h) engage in any other business activities not expressly prohibited by this Agreement, both within and outside the Development Area.

5. Term.

This Agreement expires on the earlier of: (a) the date that the final Franchise Agreement under the Development Schedule has been signed; or (b) midnight on the last Opening Deadline date listed on the Development Schedule, unless this Agreement is terminated sooner as provided in other sections of this Agreement.

6. Termination.

6.1 Events of Default. Any one or more of the following constitutes an **"Event of Default"** under this Agreement:

(a) You fail to pay any Franchise Fee or execute any Franchise Agreement by any Fee Deadline specified in the Development Schedule;

(b) You fail to have open and operating the minimum number of Centers specified in the Development Schedule by any Opening Deadline specified in the Development Schedule;

(c) An event of default occurs which gives us the right under any Franchise Agreement to terminate such Franchise Agreement (regardless of whether we exercise such right); or

(d) You breach or otherwise fail to comply fully with any other provision contained in this Agreement, including Section 8 (Franchisee's Covenant Not to Compete).

6.2 Our Remedies. If any Event of Default occurs under Section 6.1, we may, at our sole election, declare this Agreement and/or any or all previously executed Franchise Agreements, and any and all other rights granted to you under this Agreement and such previously executed Franchise Agreements, to be immediately terminated and of no further force or effect. Upon termination of this Agreement for any other reason whatsoever, we will retain the Development Fee and you will not be relieved of any of your obligations, debts, or liabilities hereunder, including without limitation any debts, obligations, or liabilities

which have accrued prior to such termination. Your failure to open and thereafter operate Centers in accordance with the Development Schedule will not, in itself, constitute cause for us to terminate any previously executed Franchise Agreement for which a Mathnasium Center has been opened as of the date of such failure to comply with the Development Schedule. For the avoidance of doubt, if you fail to comply with the Development Schedule, we may terminate this Agreement and/or any or all previously executed Franchise Agreements for which a Mathnasium Center has not yet opened as of the date of your failure to comply with the Development Schedule.

6.3 Termination of Other Rights. In addition to and without limiting our other rights and remedies under this Agreement, any Franchise Agreement, any other agreement, or applicable law, upon the occurrence of any of the events that give rise to our right to terminate this Agreement under Sections 6.1 or 6.2, we may, at our sole option and upon delivery of written notice to you, elect to take any or all of the following actions without terminating this Agreement or any previously executed Franchise Agreements:

(a) temporarily suspend or permanently terminate your right to develop new Mathnasium Centers in any geographic area that is part of the Development Area, in which event (i) your rights and the restrictions on us and our affiliates under Section 4 of this Agreement shall no longer apply in that geographic area, and (ii) we (and our affiliates) may operate, and authorize any other parties to operate, Mathnasium Centers the physical premises of which are located within that geographic area and engage, and allow others to engage, in any other activities we desire within that geographic area without any restrictions whatsoever, subject only to your (or your Affiliated Entity's) rights under then existing Franchise Agreements with us; and/or

(b) reduce the number of remaining Centers to be developed under the Development Schedule, in which event you shall comply with the reduced Development Schedule that we provide in our written notice. For the avoidance of doubt, upon our exercise of our rights under this Section 6.3(b), we are not required to refund any portion of the Development Fee paid with respect to the Centers that you are no longer permitted or required to develop, nor required to apply any of that portion of the Development Fee towards the initial franchise fee payable under Franchise Agreements that you (or your Affiliated Entity) sign thereafter.

Our exercise of our rights under this Section 6.3 will not be a defense for you to our enforcement of any other provision of this Agreement or any Franchise Agreement or, except as provided in Section 6.3(b), waive or release you from any of your other obligations under this Agreement or any Franchise Agreement. Our exercise of these rights will not be our sole or exclusive remedy for your default.

7. Assignment.

This Agreement and the rights granted to you under this Agreement are personal to you and neither this Agreement, nor any of the rights granted to you hereunder nor any controlling equity interest in you may be voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise, assigned or otherwise transferred, given away, or encumbered by you without our prior written approval, which we may grant or withhold for any or no reason. If you or your Owners intend to transfer any interest in you or this Agreement, we shall have a right of first refusal in accordance with the procedure set forth in Section 17.9 (Our Right of First Refusal) of the Initial Franchise Agreement. We may assign this Agreement or any ownership interests in us without restriction.

8. Franchisee's Covenant Not to Compete.

8.1 In-Term Covenants. You acknowledge that you will receive valuable, specialized training and confidential information regarding the System and our and our affiliates' businesses. During the term of this Agreement, you and your Owners will not, without our prior written consent, either directly or indirectly, for yourself or themselves, or through, on behalf of, or in conjunction with any other person or entity, own, operate, be employed by, provide financing or other assistance or facilities to, or have an interest in (a) any business that offers education to children, whether by means of academic instruction,

self-guided instruction, tutoring, test preparation, or any form of supplemental educational service, in any medium, whether in person or online; or (b) any business granting franchises, licenses or similar rights, or that participates in partnerships or joint ventures, for the development and/or operation of the type of business specified in subsection (a) of this paragraph (other than a Mathnasium Center franchise operated under a franchise agreement with us) (a "**Competing Business**") at any location.

8.2 Post-Term Covenants. For one (1) year after the expiration or termination of this Agreement or an approved transfer to a new franchisee, you and your Owners shall be subject to the same restrictions as in Section 8.1 (In-Term Covenants), except the restrictions shall be geographically limited to any location within a twenty-five (25)-mile radius of your former Development Area. With respect to the Owners, the time period in this Section 8.2 will run from the expiration, termination, or transfer of this Agreement or from the termination of the Owner's relationship with you, whichever occurs first.

8.3 Non-Solicitation of Customers. For two (2) years following the expiration or termination of this Agreement or an approved transfer to a new franchisee, neither you nor any of your Owners may have any contact with any customers (whether students, parents or otherwise) enrolled at any Center for the purpose of enrolling such customers in any Competing Business. With respect to the Owners, the time period in this Section 8.3 will run from the expiration, termination, or transfer of this Agreement or from the termination of the Owner's relationship with you, whichever occurs first.

8.4 Covenants of Others. The Owners personally bind themselves to this Section 8 by signing the Guarantee that is attached as Appendix C to this Agreement. You must also obtain from your officers, directors, managers, Owners' spouses, and other individuals that we may designate executed agreements containing nondisclosure and non-compete covenants similar in substance to those contained in this Section 8 as we prescribe in the Manuals and otherwise. The agreements must be in a form acceptable to us and specifically identify us as having the independent right to enforce them.

8.5 Enforcement of Covenants. You acknowledge and agree that (i) the time, territory and scope of the covenants provided in this Section 8 are reasonable and necessary for the protection of our legitimate business interests; (ii) you have received sufficient and valid consideration in exchange for those covenants; (iii) enforcement of the same would not impose undue hardship; and (iv) the period of protection provided by these covenants will not be reduced by any period of time during which you are in violation of the provisions of those covenants or any period of time required for enforcement of those covenants. To the extent that this Section 8 is judicially determined to be unenforceable by virtue of its scope or in terms of area or length of time, but may be made enforceable by reductions of any or all thereof, the same will be enforced to the fullest extent permissible. You agree that the existence of any claim you may have against us, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the covenants contained in this Section 8. You acknowledge that any breach or threatened breach of this Section 8 will cause us irreparable injury for which no adequate remedy at law is available, and you consent to the issuance of an injunction prohibiting any conduct violating the terms of this Section 8. Such injunctive relief will be in addition to any other remedies that we may have.

9. Incorporation of Other Terms.

Section 16 (Confidentiality), Section 19 (Dispute Resolution), and Section 22 (Miscellaneous) of the Initial Franchise Agreement are incorporated by reference in this Agreement and will govern all aspects of our relationship and the construction of this Agreement as if fully restated within the text of this Agreement.

10. Miscellaneous. This Agreement, together with the Initial Franchise Agreement, supersedes all prior agreements and understandings, whether oral or written, among the parties relating to its subject matter, and there are no oral or other written understandings, representations, or agreements among the parties relating to the subject matter of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require you to waive reliance on any representations that we made in the most recent Franchise Disclosure Document that we delivered to you or your representatives. This Agreement shall not be binding on either party until it is executed by both parties. This Agreement may be signed in

multiple counterparts, but all such counterparts together shall be considered one and the same instrument. The provisions of this Agreement may be amended or modified only by written agreement signed by the party to be bound.

11. **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 our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement under seal as of the Effective Date.

FRANCHISOR

MATHNASIUM CENTER LICENSING, LLC

By:_____
Name:_____
Title:_____

Date:_____

FRANCHISEE

(IF ENTITY):

_____
[Name]

By:_____
Name:_____
Title:_____

Date:_____

(IF INDIVIDUALS):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

Date:_____

APPENDIX A
TO THE
DEVELOPMENT AGREEMENT

FRANCHISEE-SPECIFIC TERMS

1. **Effective Date (First Paragraph):** _____

2. **Franchisee's Name:** _____

3. **Franchisee's State of Organization** *(if applicable):* _____

4. **Development Area (Section 1):** [attach map if necessary]

5. **Total Development Fee (Section 2):** $_____.

6. **Development Schedule (Section 3)**: You agree to establish and operate a total of ___ Centers within the Development Area during the term of this Agreement. The Centers must be open and operating in accordance with the following Development Schedule:

MINIMUM NUMBER OF CENTERS The Minimum Number of Centers for Which Franchise Fees Have Been Paid and Franchise Agreements Executed by Each Fee Deadline	**FEE DEADLINE** Deadline for Paying Franchise Fee and Executing Franchise Agreement for The Minimum Number of Centers Paid and Signed	**MINIMUM NUMBER OF CENTERS** The Minimum Number of Centers Open and Operating by Each Opening Deadline	**OPENING DEADLINE** Deadline for Having the Minimum Number of Centers Open and Operating
	_____, 20___		_____, 20___
	_____, 20___		_____, 20___
	_____, 20___		_____, 20___
	_____, 20___		_____, 20___
	_____, 20___		_____, 20___
	_____, 20___		_____, 20___
	_____, 20___		_____, 20___
	_____, 20___		_____, 20___

7. **Ownership of Franchisee (Recital C)**: If the franchisee is an Entity, the following persons constitute all of the owners of a legal and/or beneficial interest in the franchisee:

Name	Percentage Ownership
	_____%
	_____%
	_____%

8. **Other Terms:**

Signature Page for Appendix A (Franchisee-Specific Terms)

FRANCHISOR

MATHNASIUM CENTER LICENSING, LLC

By:_____

Name:_____

Title:_____

Date:_____

FRANCHISEE

(IF ENTITY):

_____
[Name]

By:_____

Name:_____

Title:_____

Date:_____

(IF INDIVIDUALS):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

Date:_____

APPENDIX B
TO THE
DEVELOPMENT AGREEMENT

Form of Franchise Agreement

[See Exhibit A to Franchise Disclosure Document]

APPENDIX C
TO THE
DEVELOPMENT AGREEMENT

MATHNASIUM CENTER LICENSING, LLC
PAYMENT AND PERFORMANCE GUARANTEE

In order to induce Mathnasium Center Licensing, LLC (**"Franchisor"**) to enter into a Mathnasium Development Agreement (the **"Development Agreement"**) by and between Franchisor and the Franchisee named in the Development Agreement dated _____to which this Payment and Performance Guarantee (the **"Guarantee"**) is attached (**"Franchisee"**), the undersigned (collectively referred to as the **"Guarantors"** and individually referred to as a **"Guarantor"**) hereby covenant and agree as follows:

1. Guarantee of Payment and Performance. The Guarantors jointly and severally unconditionally guarantee to Franchisor and its affiliates the payment and performance when due, whether by acceleration or otherwise, of all obligations, indebtedness, and liabilities of Franchisee to Franchisor, direct or indirect, absolute or contingent, of every kind and nature, whether now existing or incurred from time to time hereafter, whether incurred pursuant to the Development Agreement or otherwise, together with any extension, renewal, or modification thereof in whole or in part (the **"Guaranteed Liabilities"**). The Guarantors agree that if any of the Guaranteed Liabilities are not so paid or performed by Franchisee when due, the Guarantors will immediately do so. The Guarantors further agree to pay all expenses (including reasonable attorneys' fees) paid or incurred in endeavoring to enforce this Guarantee or the payment of any Guaranteed Liabilities. The Guarantors represent and agree that they have each reviewed a copy of the Development Agreement and have had the opportunity to consult with counsel to understand the meaning and import of the Development Agreement and this Guarantee.

2. Waivers by Guarantors. The Guarantors waive presentment, demand, notice of dishonor, protest, and all other notices whatsoever, including without limitation notices of acceptance hereof, of the existence or creation of any Guaranteed Liabilities, of the amounts and terms thereof, of all defaults, disputes, or controversies between Franchisor and Franchisee and of the settlement, compromise, or adjustment thereof. This Guarantee is primary and not secondary, and will be enforceable without Franchisor having to proceed first against Franchisee or against any or all of the Guarantors or against any other security for the Guaranteed Liabilities. This Guarantee will be effective regardless of the insolvency of Franchisee by operation of law, any reorganization, merger, or consolidation of Franchisee, or any change in the ownership of Franchisee.

3. Term; No Waiver. This Guarantee will be irrevocable, absolute, and unconditional and will remain in full force and effect as to each of the Guarantors until such time as all Guaranteed Liabilities of Franchisee to Franchisor and its affiliates have been paid and satisfied in full. No delay or failure on the part of Franchisor in the exercise of any right or remedy will operate as a waiver thereof, and no single or partial exercise by Franchisor of any right or remedy will preclude other further exercise of such right or any other right or remedy.

4. Other Covenants. Each of the Guarantors agrees to comply with the provisions of Section 8 of the Development Agreement as though each such Guarantor were the "Franchisee" named in the Development Agreement and agrees that he or she will take any and all actions as may be necessary or appropriate to cause Franchisee to comply with the Development Agreement and will not take any action that would cause Franchisee to be in breach of the Development Agreement.

5. Dispute Resolution. Section 19 (Dispute Resolution) and Section 22.3 (Governing Law) of the Initial Franchise Agreement (as defined in the Development Agreement) are hereby incorporated herein by reference and will be applicable to any disputes between Franchisor and any of the Guarantors, as though Guarantor were the "Franchisee" referred to in the Development Agreement.

6. Miscellaneous. This Agreement will be binding upon the Guarantors and their respective heirs, executors, successors, and assigns, and will inure to the benefit of Franchisor and its successors and assigns.

IN WITNESS WHEREOF, the undersigned Guarantors have caused this Guarantee to be duly executed as of the day and year first above written.

_____

Print Name:_____

_____

Print Name:_____

_____

Print Name:_____

_____

Print Name:_____

EXHIBIT E

NAMES AND ADDRESSES OF STATE REGULATORY AUTHORITIES AND AGENTS FOR SERVICE OF PROCESS IN STATES

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Department of Financial Protection and Innovation One Sansome Street, Suite 600 San Francisco, CA 94104 415-972-8559 1-866-275-2677	Commissioner of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles 90013-2344 1-866-275-2677
CONNECTICUT	Securities and Business Investment Division Connecticut Department of Banking 260 Constitution Plaza Hartford, CT 06103 860-240-8230	Connecticut Banking Commissioner Same Address
FLORIDA	Department of Agriculture & Consumer Services Division of Consumer Services Mayo Building, Second Floor Tallahassee, FL 32399-0800 850-245-6000	Same
HAWAII	State of Hawaii Business Registration Division Securities Compliance Branch Dept. of Commerce and Consumer Affairs 335 Merchant Street, Room 205 Honolulu, HI 96813 808-586-2722	Hawaii Commissioner of Securities Same Address
ILLINOIS	Franchise Division Office of the Attorney General 500 South Second Street Springfield, IL 62706 217-782-4465	Illinois Attorney General Same Address
INDIANA	Securities Commissioner Indiana Securities Division 302 West Washington Street, Room E 111 Indianapolis, IN 46204 317-232-6681	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, IN 46204
KENTUCKY	Kentucky Attorney General's Office Consumer Protection Division 1024 Capitol Center Drive Frankfort, KY 40602 502-696-5389	Same
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 410-576-6360	Maryland Securities Commissioner Same Address
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 525 W. Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, MI 48933 517-335-7567	Michigan Department of Commerce Corporations and Securities Bureau Same Address

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101 651-539-1500	Minnesota Commissioner of Commerce Same Address
NEBRASKA	Nebraska Department of Banking and Finance Bureau of Securities/Financial Institutions Division 1526 K Street, Suite 300 Lincoln, NE 68508-2732 P.O. Box 95006 Lincoln, Nebraska 68509-5006 402-471-2171	Same
NEW YORK	Bureau of Investor Protection and Securities New York State Department of Law 28 Liberty Street, 21st Floor New York, NY 10005-1495 212-416-8236	Secretary of State of New York 99 Washington Avenue Albany, New York 12231
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard Avenue State Capitol, Fifth Floor Bismarck, ND 58505-0510 701-328-4712	North Dakota Securities Commissioner Same Address
OREGON	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 96310 503-378-4387	Director Department of Insurance and Finance Same Address
RHODE ISLAND	Rhode Island Department of Business Regulation Securities Division John O. Pastore Center – Building 69-1 1511 Pontiac Avenue Cranston, RI 02920 401-462-9500	Director, Rhode Island Department of Business Regulation Same address
SOUTH DAKOTA	South Dakota Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 605-773-3563	Director of the Division of Insurance Same Address
TEXAS	Secretary of State Registrations Unit P.O. Box 13193 Austin, TX 78711-3193 512-475-0775	Same
UTAH	Utah Department of Commerce Consumer Protection Division 160 East 300 South, 2nd Floor (P.O. Box 146704) Salt Lake City, UT 84114-6704 801-530-6601	Same
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising Tyler Building, 9th Floor 1300 E. Main Street Richmond, VA 23219 804-371-9051	Clerk of the State Corporation Commission Tyler Building, 1st Floor 1300 E. Main Street Richmond, VA 23219 804-371-9733

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
WASHINGTON	Department of Financial Institutions Securities Division 150 Israel Rd S.W. Tumwater, WA 98501 360-902-8762	Director, Dept. of Financial Institutions Securities Division 150 Israel Rd S.W. Tumwater, WA 98501
WISCONSIN	Wisconsin Dept. of Financial Institutions Division of Securities 345 W. Washington Avenue, 4th Floor Madison, WI 53703 608-266-8557	Wisconsin Commissioner of Securities Same Address

EXHIBIT F

TO DISCLOSURE DOCUMENT
OF
MATHNASIUM CENTER LICENSING, LLC

STATE ADDENDA TO FRANCHISE DISCLOSURE DOCUMENT
AND FRANCHISE AGREEMENT

The following modifications are to Mathnasium Center Licensing, LLC's Franchise disclosure document and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement dated _____, 20__.

The following is applicable to you only if you are covered by the franchise law of the referenced state:

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 California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with the disclosure document.

Neither we, nor any person or franchise broker disclosed in Item 2 of the disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling these persons from membership in this association or exchange.

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

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec 101 et seq.).

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

Section 31125 of the California Corporations Code requires us to give you a disclosure document, in the form and containing the information as the Commissioner may by rule or order require, before we ask you to consider a proposed material modification of your franchise agreement.

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The Franchise Agreement requires you to execute a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

The following is added to the disclosure in Item 19 of the FDD: The financial information provided in this Item 19 does not reflect the costs of sales, operating expenses or other costs or expenses that you will incur and that must be deducted from the Gross Receipts to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your Center. Franchisees or former franchisees, listed in the disclosure document, may be one source of this information.

OUR WEB SITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEB SITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

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.

<u>HAWAII</u>

The following is added to the Cover Page:

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 IN THIS DISCLOSURE DOCUMENT 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 YOU, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS BEFORE THE EXECUTION BY YOU, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS BEFORE THE PAYMENT OF ANY CONSIDERATION BY YOU, 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 US AND YOU.

ILLINOIS

The following is added to the disclosure in Item 11 of the FDD: Currently franchisees in the Illinois counties of Cook, DuPage, Kane, Kendall, Lake, McHenry and Will and the Indiana county of Lake must participate in an advertising cooperative covering those counties ("Chicagoland Co-Op"). Currently all members are contributing $200 per month but this amount is subject to change. However, you will not be required to contribute more than $18,000 in any calendar year. There are currently no franchisor-owned outlets in the area covered by the cooperative, but if there were, those outlets would contribute in the same manner as other members. Elected board members of the cooperative are responsible for managing the business affairs of the cooperative. The cooperative operates from bylaws that are available to franchisees to review. Pursuant to the bylaws, financial statements will be prepared annually and will be distributed to the members.

The following is added to the disclosure in Item 22 of the FDD: If your franchise is located in the area covered by the Chicagoland Co-Op, you must sign the Chicagoland Mathnasium Advertising Cooperative Subscription Agreement below when you sign the Franchise Agreement.

Any provision in a franchise agreement that designates jurisdiction or venue in a forum outside the State of Illinois is not enforceable and is amended to the extent required by Illinois law.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Act or any law of Illinois is void.

Franchisees' rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

The Franchise Agreement is amended to state that Illinois law governs the agreement.

See the last page of this Exhibit E for your signature.

INDIANA

Franchisees in Lake County, Indiana will be required to participate in the Chicagoland Co-op and sign the Subscription Agreement described above in the Illinois state addendum.

CHICAGOLAND MATHNASIUM ADVERTISING COOPERATIVE

SUBSCRIPTION AGREEMENT

This Agreement, made this_____ day of _____, 20___, by the undersigned franchisee of Mathnasium Learning Centers, LLC or its affiliates ("Franchisee") and Chicagoland Mathnasium Advertising Cooperative ("Co-op"), is made with reference to the following facts:

(a) The undersigned Franchisee is a Franchisee of Mathnasium Learning Centers, LLC or its affiliates (the "Franchisor").

(b) The undersigned Franchisee owns and operates at least one Mathnasium Learning Center in the Area of Dominant Influence ("ADI") in which the Co-op operates, more fully described as follows: the Illinois counties of Cook, DuPage, Kane, Kendall, Lake, McHenry, and Will and the Indiana county of Lake.

(c) The Co-op was formed in order to allow franchisees throughout the ADI to contribute to a joint advertising and marketing effort to more fully advertise, promote and build brand awareness for each franchisee's Mathnasium Learning Center business in the ADI. The undersigned Franchisee agrees to join and contribute to the Co-op for the mutual benefit of all franchisees who own and operate Mathnasium Learning Centers in the ADI, and Franchisor, if Franchisor or a subsidiary or affiliate of the Franchisor shall own and operate one or more Mathnasium Learning Centers in the ADI. NOW, THEREFORE, in consideration of the foregoing, the parties hereto hereby agree as follows:

1. The undersigned Franchisee agrees to become a member of the Co-op, and the Co-op accepts the membership of the undersigned Franchisee.

2. The undersigned Franchisee acknowledges they have received a copy of the current bylaws of the Co-op and accepts the provisions contained therein.

3. Any controversy or claim arising out of or relating to membership in the Co-op, or to this Agreement, or any breach thereof, including, without limitation, any claim that said agreement, or any part thereof, is invalid, illegal or otherwise voidable or void, or any dispute arising out of or relating to any subscriber's membership in the Co-op shall be submitted in writing to informal mediation before the Franchisor. The Franchisor may choose to mediate, or not to mediate the dispute. Decisions of the franchisor, either electing not to mediate the dispute, or the results of its mediation, shall be delivered in writing and via electronic mail. If, on the thirtieth day after electronic delivery of the decision of the Franchisor, no member or the Co-op shall have, in writing, rejected the Franchisor's decision, the Franchisor's decision shall be binding upon the parties. Otherwise, the dispute shall be submitted to arbitration before and in accordance with the rules of the American Arbitration Association, and judgment upon the award may be entered in any court of competent jurisdiction. Such arbitration shall take place in Chicago, Illinois, or if no office of the American Arbitration Association shall be located in said city then in the city nearest Chicago, Illinois which has an office of the American Arbitration Association. This arbitration proceeding shall be deemed to be self-executing, and in the event that either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear. The prevailing party in arbitration shall receive his costs, including arbitration fees, reasonable attorneys' fees, collections fees, and other reasonable costs incurred in the arbitration process. This section shall be given effect as to all claims, controversies or disputes arising out of or relating to membership in the Co-op, or to this Agreement, even if membership has terminated and this Agreement is no longer in force.

4. The board of directors of the Co-op may enforce by appropriate legal action, through the

Arbitration provisions contained in paragraph 3 hereof, the payment of all due and unpaid dues, assessments, and fees, including late fees, attorneys' fees, collections fees, and arbitration fees and costs, for which a member or former member has become obligated by virtue of his execution of this Agreement.

5. This Agreement may be executed by facsimile and in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement on the day and year set forth above.

Entity: _____
Franchisee

Territory: _____
Territory Name

By: _____
Name of Authorized Signatory

Title: _____
Title of Authorized Signatory

Signature: _____

For the Co-op:

By: _____
Name of Authorized Signatory

Title: _____
Title of Authorized Signatory

Signature: _____

MARYLAND

Item 5 of the FDD and Section 5.1 of the Franchise Agreement are amended as follows:

Based upon our financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial franchise fees and payments owed by you shall be deferred until we complete our pre-opening obligations under the Franchise Agreement.

Item 17 of the disclosure document and Sections of the Franchise Agreement requiring that you sign a general release as a condition of renewal, sale and assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law, to the extent required by this law.

Item 17 of the disclosure document and any provision in the Franchise Agreement that provides for termination upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

The Franchise Agreement is revised to state that any claims under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

Item 17 of the disclosure document and any provisions of the Franchise Agreement requiring you to file any lawsuit in a court in the State of California may not be enforceable under the Maryland Franchise Registration and Disclosure Law. Item 17 of the disclosure document and Section 21 of the Franchise Agreement are amended to state that you may sue in Maryland for claims under the Maryland Franchise Registration and Disclosure Law, to the extent required by Maryland law.

The Franchise Agreement and the Statement of Franchisee are revised to state: “All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability 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.

MINNESOTA

We will comply with Minnesota Statute 80C.14 subdivisions 3, 4, and 5, which require except in certain specific cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.

Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, may prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

In accordance with Minnesota Rule 2860.4400J, to the extent required by law, the disclosure document and the Franchise Agreement are modified so that we cannot require you to waive your rights to a jury trial or to waive rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or to consent to liquidated damages, termination penalties, or judgment notes; provided that this part shall not bar an exclusive arbitration clause.

Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a general release. The disclosure document and Franchise Agreement are modified accordingly, to the extent required by Minnesota law.

Pursuant to Minn. Stat. Sec. 80C.12, Subd. 1(g), to the extent required by law, the Franchise Agreement and Item 13 of the disclosure document are amended to state that we will protect your right to use the primary trademark, service mark, trade name, logotype or other commercial symbol or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of our primary trade name.

NEW YORK

The cover page of the disclosure document will be supplemented with the following, inserted at the bottom of the cover page:

WE MAY, IF WE CHOOSE, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. HOWEVER, WE CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON YOU TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE IN THIS PROSPECTUS.

Add to Item 3 of the franchise disclosure document as follows, as the last paragraph:

A. Except as described above, neither we, our predecessors, a person identified in Item 2, nor an affiliate offering franchises under our principal trademark 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; or any 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.

B. Except as described above, neither we, our predecessors, a person identified in Item 2, nor an affiliate offering franchises under our principal trademark has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-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.

C. Except as described above, neither we, our predecessor, a person identified in Item 2, nor an affiliate offering franchises under our principal trademark 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 the person from membership in the 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 actions affecting a license as a real estate broker or sales agent.

Add the following language to Item 4 of the franchise disclosure document, the last paragraph:

Except as described above, neither we, our affiliates, predecessors, officers, nor general partner during the ten-year period immediately before the date of the 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 bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner held this position in the company or partnership.

Add at the end of the first paragraph of Item 5 of the disclosure document:

The purpose of the initial fee is to pay for our training, sales, legal compliance, salary, and general administrative expenses, and profit.

The first paragraph of Item 17 of the disclosure document is modified to read as follows:

THIS TABLE LISTS CERTAIN IMPORTANT PROVISIONS OF THE FRANCHISE AND RELATED AGREEMENTS PERTAINING TO RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION. YOU SHOULD READ THESE PROVISIONS IN THE AGREEMENTS ATTACHED TO THIS DISCLOSURE DOCUMENT.

Add in Item 17d of the disclosure document:

You may terminate the agreement on any grounds available by law.

Add at the end of the choice of law clause in the Franchise Agreement and in Item 17w of the disclosure document:

The foregoing choice of law should not be considered a waiver of any right conferred upon either you or us by the General Business Law of the State of New York, Article 33.

NORTH DAKOTA

Sections of the disclosure document and Franchise Agreement requiring you to consent to the jurisdiction of courts outside of North Dakota or providing for resolution of disputes to be outside North Dakota may not be enforceable under North Dakota law, and are amended accordingly to the extent required by law.

Sections of the Franchise Agreement requiring you to arbitrate or mediate disputes may require you to consent to a waiver of trial by jury. A waiver of trial by jury may not be enforceable under North Dakota law and any such provisions are amended accordingly to the extent required by law.

Sections of the disclosure document and Franchise Agreement relating to choice of law, may not be enforceable under North Dakota law, and are amended accordingly to the extent required by law.

Sections of the disclosure document and Franchise Agreement requiring you to sign a general release upon renewal of the Franchise Agreement may not be enforceable North Dakota law, and are amended accordingly to the extent required by law.

Sections of the disclosure document and Franchise Agreement requiring you to consent to termination or liquidated damages may not be enforceable under North Dakota law. The disclosure document and Franchise Agreement are revised to state that the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

Sections of the Franchise Agreement requiring you to consent to a waiver of exemplary and punitive damages may not be enforceable under North Dakota law, and any such provisions are amended accordingly to the extent required by law.

Covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to the statute, have been determined to be unfair, unjust, or inequitable in North Dakota. Sections of the disclosure document and Franchise Agreement containing covenants restricting competition to which you must agree may not be enforceable under North Dakota law, and are amended accordingly to the extent required by law.

RHODE ISLAND

§ 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." The disclosure document and Franchise Agreement are amended accordingly to the extent required by law.

WASHINGTON

The state of Washington has a statute, RCW 19.100.180 which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in Washington or in a place as mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

In the event of a conflict of laws, the provision of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by you shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the Franchise Agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable and are amended to the extent required by law.

Transfer fees are collectible to the extent that they reflect our reasonable estimated or actual costs in effecting a transfer, to the extent required by Washington law.

Franchisees who receive financial incentives to refer franchise prospects to the Franchisor may be required to register as franchise brokers under the laws of Washington State.

WISCONSIN

With respect to franchise agreements governed by Wisconsin law, the following shall supersede any inconsistent provision:

The Wisconsin Fair Dealership Law applies to most franchise agreements in the state and prohibits termination, cancellation, nonrenewal or substantial change in the competitive circumstances of a dealership agreement without good cause. The Law further provides that 90 days' prior written notice of the proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is so cured the notice is void. The disclosure document and Franchise Agreement are hereby modified to state that the Wisconsin Fair Dealership Law, to the extent applicable, supersedes any provisions in the Franchise Agreement that are inconsistent with that Law. Wis. Stats. Ch. 135, The Wisconsin Fair Dealership Law. SEC 32.06(3), Wis. Adm. Code.

ACKNOWLEDGMENT:

It is agreed that any applicable part of the foregoing state law addendum supersedes any inconsistent portion of the Franchise Agreement dated the _____ day of _____, 20__, and of the Franchise disclosure document, but only to the extent they are then valid requirements of an applicable and enforceable state law, and for only so long as such state law remains in effect.

DATED this _____ day of _____, 20__.

FRANCHISOR

MATHNASIUM CENTER LICENSING, LLC

By:_____

Printed Name: _____

Title: _____

FRANCHISEE

By:_____

Printed Name:_____

Title:_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT G

PROMISSORY NOTE

[For additional centers toward $26,500 initial franchise fee]

Los Angeles, California $15,000.00

_____

FOR GOOD AND VALUABLE CONSIDERATION, the undersigned ("Borrower") promises to pay to the order of Mathnasium Center Licensing LLC ("Lender"), at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056, or other place that Lender may designate, the principal sum of Fifteen Thousand Dollars ($15,000.00). Interest shall accrue on the outstanding principal balance of this Note at a rate of equal to the lesser of (i) 10% per annum (the "Base Rate") or (ii) the maximum interest rate that Lender is able to charge under applicable state law without subjecting Lender to civil or criminal penalties (the lesser of this rate or the Base Rate being the "Applicable Interest Rate").

Principal and interest shall be paid in lawful money of the United States of America in twenty (20) monthly payments of Eight Hundred Seventeen Dollars and Thirty-Five Cents ($817.35), with the first payment commencing on _____ {**the 1st day of the next calendar month following the date of this Note**}, and continuing on the 1st day of each successive month until [_____] ("Final Payment Date"), at which date any unpaid balance of principal and any accrued but unpaid interest hereof shall be due and payable. If any amount remains unpaid after the Final Payment Date or if this Note becomes immediately due and payable at the option of Lender upon Borrower's default, interest shall continue to accrue and be payable on the unpaid balance at the Applicable Interest Rate and each subsequent payment shall be applied first against any interest then accrued and the remainder against principal.

This Note can be prepaid in full at any time without penalty.

At the option of the Lender, the whole of the principal sum and all accrued but unpaid interest then remaining unpaid shall become immediately due and payable, without demand or notice (1) in the event Borrower fails to open the Mathnasium Center (the Center for which this note is in partial payment of the initial franchise fee) within six (6) months from the date of this Note, (2) upon default in payment of any installment when due, (3) upon termination of the Franchise Agreement between Borrower and Lender, (4) upon any uncured default of the Franchise Agreement between Borrower and Lender, or (5) upon any default of any agreement between Borrower and Lender. The remedies of Lender are not exclusive, and election by Lender of any remedy hereunder shall not be deemed a waiver of any other remedies that Lender may have. If any payment herein provided for shall not be made at as of the Final Payment Date, Borrower further promises to pay all costs of collection and reasonable attorney's fees. Borrower and all endorsers of this Note, and each of them, hereby waive diligence, demand, presentment for payment, notice of non-payment, protest and notice of protest and specifically consent to and waive notice of any renewals, extensions, amendments or modifications of this Note whether made to or in favor of Borrower or any other person or persons.

Borrower or any endorser expressly waives the claiming of any statute of limitations as a defense to any demand against each and both of them. This Note shall be construed and enforced in accordance with the laws of the State of Delaware.

Any notice to Borrower shall be given by mailing such notice via overnight commercial delivery service or U.S. certified or registered mail to Borrower at _____ **{street address}** or to such other address as Borrower may designate by notice to Lender. Any notice to Lender shall be to the address stated in this first paragraph of this Note, or to such other address as may have been designated by notice to Borrower.

This Note represents a business loan and Borrower acknowledges that the proceeds of the loan represented by this Note are not intended for consumer, family, household or personal purposes. The loan evidenced by this Note is intended to be exempt from the Federal Truth In Lending Act, 15 U.S.C. § 1601, *et seq.* and similar state or local laws applicable to consumer credit.

If more than one person signs this Note, the obligations and authorizations hereunder shall be joint and several.

By: _____

Entity:_____
(if applicable)
Printed Name: _____

By: _____

Printed Name: _____

By: _____

Printed Name: _____

By: _____

Printed Name: _____

By: _____

Printed Name: _____

If the Borrower is not an entity, this promissory note must be signed by all owners of the entity. If Borrower is an entity, this promissory note must be signed by an authorized signatory and all owners of the entity and their spouse or legal domestic partner must sign the Guaranty attached to this Promissory Note.

GUARANTY

As an inducement to Mathnasium Center Licensing, LLC, a California limited liability company ("Mathnasium"), to accept that certain Promissory Note (the "Promissory Note") dated as of _____ in the principal amount of $15,0000, in partial payment of the Initial Franchisee Fee due from _____ ("Company"), a _____ **{Type of Company}** organized under the laws of _____ **{State}**, the undersigned owners of the Company (collectively, the "Guarantors"), jointly and severally, hereby unconditionally guarantee to Mathnasium the full payment of all monies owed and the full performance of Company's obligations under the Promissory Note and any undertakings or agreements entered in connection therewith, as the same may be modified, renewed or amended from time to time, and the costs (including attorney's fees) incurred by Mathnasium to collect and enforce them under such agreement or hereunder (the "Obligations").

Guarantor agrees that Guarantor's liability hereunder shall not be released, reduced or in any way affected by (a) the taking of any other guaranty for the Obligations; (b) any release, waiver, exchange, substitution, subordination or other modification of any guaranty relating to the Obligations; (c) any partial release of Guarantor's liability hereunder or under any other instrument held as security for the Obligations; or (d) any assignment by Mathnasium, in whole or in part, of this Guaranty. In addition, if and to the extent that Mathnasium is required, in connection with any bankruptcy proceeding affecting Company, to return any amounts paid to Mathnasium by Company, Guarantor guarantees repayment to Mathnasium of any amounts so required to be returned.

Guarantor waives (a) presentment, demand, protest and notice of any kind; (b) all statutes of limitations as a defense to any action brought against Guarantor by Mathnasium to the fullest extent permitted by law; (c) any defense based upon any legal disability of Company or any discharge or limitation of the liability of Company to Mathnasium, whether consensual or arising by operation of law or any bankruptcy, insolvency, or debtor-relief proceeding, or from any other cause; and (d) all rights of subrogation, all rights to enforce any remedy that Mathnasium may have against Company and all rights to participate in any security held by Mathnasium for the Obligations, until the Obligations have been paid and performed in full. Mathnasium may bring an action against Guarantor in his capacity as guarantor without first proceeding against Company or any other person or security held by Mathnasium and without pursuing any other remedy. Upon a default by Company, Mathnasium may nonjudicially or judicially foreclose against any real or personal property security it holds for the Obligations or exercise any other remedy against Company.

Any indebtedness of Company now or hereafter held by Guarantor is hereby subordinated to the Obligations. No delay or failure by Mathnasium to exercise any right or remedy against Company or Guarantor shall be construed as a waiver of such right or remedy. All remedies of Mathnasium against Company and Guarantor are cumulative.

If any provision of this Guaranty is held to be unenforceable, such unenforceability will not affect any other provisions hereof. The provisions of this Guaranty shall benefit and bind Guarantor and Mathnasium and their respective heirs, administrators, legal representatives, successors and permitted assigns. This Guaranty shall be governed by the laws of the State of Delaware and may be amended only by a written instrument signed by Guarantor and Mathnasium

GUARANTORS:

_____ DATE: _____
Signature

_____
Printed Name

EXHIBIT H

FORM OF CONFIDENTIALITY/NON-COMPETITION AGREEMENT

MUST BE SIGNED BY FRANCHISEE AND ALL OWNERS. USE A SEPARATE AGREEMENT FOR FRANCHISEE AND EACH INDIVIDUAL.

YOUR NAME: _____ **("Signer")**

FRANCHISEE NAME: _____ **("Franchisee")**

YOUR ASSOCIATION TO FRANCHISEE: _____

HOME ADDRESS: _____

MATHNASIUM CENTER LOCATION:_____ (the "**Center**")

This Agreement (the "**Agreement**") is made and entered into as of _____, by and among Mathnasium Center Licensing, LLC ("**Franchisor**") and Signer in connection with that certain franchise agreement between Franchisor and Franchisee dated as of _____ (the "**Franchise Agreement**"). In consideration of Franchisor granting Signer access to Franchisor's Confidential Information based on Signer's relationship with the Franchisee, the parties agree as follows (capitalized terms not defined herein shall have the meanings set forth in the Franchise Agreement):

1. Signer acknowledges that in connection with his or her duties, Signer will have access to, and may make use of, Confidential Information of Franchisor and the System. "**Confidential Information**" means confidential information owned by Franchisor and its affiliates and relating to its business and its franchisees' businesses. "Confidential Information" includes (but is not limited to) the Manuals, System, customer data, and any data or procedures to which Signer would not have had access if Signer were not associated with a Mathnasium franchisee.

2. During the term of the Franchise Agreement or after its expiration, termination, or non-extension, Signer will not directly or indirectly disclose to any unauthorized person, copy or reproduce, or use for any purpose other than the operation of the Center any Confidential Information that Signer has obtained or had access to as a result of the association with Franchisee, except by court order.

3. In order to protect the goodwill of the System, and in consideration for the disclosure of the Confidential Information to Signer, Signer agrees that he/she shall not, either directly or indirectly through another person or entity:

a) Have any interest in or association with a Competing Business while Signer is associated with Mathnasium or Franchisee. "**Competing Business**" means (a) any business that offers education to children, whether by means of academic instruction, self-guided instruction, tutoring, test preparation, or any form of supplemental educational service, in any medium, whether in person or online; or (b) any business granting franchises, licenses or similar rights, or that participates in partnerships or joint ventures, for the development and/or operation of the type of business specified in subparagraph (a) of this definition (other than a Mathnasium Center franchise operated under a franchise agreement with Franchisor). Signer further agrees not to teach or assist in teaching students of the Center outside the Center.

b) For one (1) year after ending the association with Franchisee or the expiration, termination, or non-extension of the Franchise Agreement, own, operate, be employed by or have any other interest in or association with a Competing Business that is operating within twenty-five (25) miles of the Center. Signer agrees that this restriction will not keep Signer from earning a livelihood, and Signer understands that its purpose is to protect the goodwill of Mathnasium and its other franchisees. It is not a breach of this Agreement for Signer to accept employment as a teacher in a full-time daytime school or a school that is approved by Franchisor in writing.

c) For two (2) years after ending the association with Franchisee or the expiration, termination, or non-extension of the Franchise Agreement, have any contact with any customers (whether students, parents or otherwise) enrolled at any Mathnasium Center for the purpose of soliciting their enrollment or enrolling them in any Competing Business.

d) At any time during or after the association with Franchisee and/or Mathnasium, disclose to any unauthorized person, copy or reproduce, or use for any purpose other than the operation of a Mathnasium Center, any Confidential Information of Mathnasium that may be communicated to or obtained by Signer.

4. The running of the time periods in Paragraph 3b and 3c above will be suspended during any period in which Signer is not in compliance with those sections. In addition, if a court proceeding or the mediation process results in enforcement of Paragraph 3b or 3c, any portion of the time periods in those sections that has not yet run will run from the date of the court order or mediation settlement permitting enforcement.

5. Signer agrees to pay all expenses (including court costs and reasonable attorneys' fees and costs) incurred by Franchisor and Franchisee in enforcing this Agreement.

6. This Agreement will be governed by the laws of the state of Delaware. Franchisor's successors and assigns shall be third party beneficiaries of this Agreement, with the full and independent right, at their option and in their sole discretion, to enforce this Agreement. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and shall inure to the benefit of its respective affiliates, successors and assigns. The obligations of Signer hereunder may not be assigned by Signer without Franchisor's prior written consent.

7. If a court or arbitrator determines that any of these restrictions are overbroad, the parties agree to be bound by any lesser restriction that the court or arbitrator determines to be enforceable. **Signer acknowledges that violation of any of these restrictions would result in immediate and irreparable injury to Mathnasium. Accordingly, Signer consents to the entry of an injunction prohibiting him/her from violating these restrictions.**

SIGNER:

_____
Signature

_____
Printed Name of Signer

MATHNASIUM CENTER LICENSING, LLC

By: _____

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	March 31, 2023
Hawaii	Pending
Illinois	March 31, 2023
Indiana	March 31, 2023
Maryland	Pending
Michigan	March 31, 2023
Minnesota	Pending
New York	March 31, 2023
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	March 31, 2023

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 I - 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 Mathnasium Center Licensing, LLC offers you a franchise, it must provide this disclosure document to you at least 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.

Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York law requires a franchisor to provide the franchise disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Mathnasium Center Licensing, 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 to the relevant state agency listed in Exhibit E.

The franchise sellers with whom you worked are:
___ Michael Davis, 5120 West Goldleaf Circle, Suite 400, Los Angeles, CA 90056 USA; (877) 531-6284
___ Kevin Shen, 5120 West Goldleaf Circle, Suite 400, Los Angeles, CA 90056 USA; (877) 531-6284
___ Bob Kaufman, 5120 West Goldleaf Circle, Suite 400, Los Angeles, CA 90056 USA; (877) 531-6284
___ Michael Stanfield, 5120 West Goldleaf Circle, Suite 400, Los Angeles, CA 90056 USA; (877) 531-6284
___ John Bianchette, 5120 West Goldleaf Circle, Suite 400, Los Angeles, CA 90056 USA; (877) 531-6284
___ Armany Mathias, 5120 West Goldleaf Circle, Suite 400, Los Angeles, CA 90056 USA; (877) 531-6284
___ Laura Klippel, 5120 West Goldleaf Circle, Suite 400, Los Angeles, CA 90056 USA; (877) 531-6284
___ Daniel Huntington, 5120 West Goldleaf Circle, Suite 400, Los Angeles, CA 90056 USA; (877) 531-6284
___ Marcus Schlemmer, 5120 West Goldleaf Circle, Suite 400, Los Angeles, CA 90056 USA; (877) 531-6284
___ Conor Hawks, 5120 West Goldleaf Circle, Suite 400, Los Angeles, CA 90056 USA; (877) 531-6284

Date of Issuance: March 31, 2023

I received the disclosure document dated March 31, 2023, that included the following Exhibits:

“A-1”	List of Franchised Outlets
“A-2”	List of Certain Former Franchisees
"B"	Financial Statements
"C"	Franchise Agreement
	Attachments to Franchise Agreement:
	Attachment 1: Territory
	Attachment 2: General Release
	Attachment 3: Schedule of Owners, Officers and Managers
	Attachment 4: Guaranty and Assumption of Obligations
	Attachment 5: Conditional Assignment of Telephone and Directory Listings
	Attachment 6: Electronic Funds Transfer Authorization Form
	Attachment 7: Statement of Prospective Franchisee
"D"	Development Agreement
“E”	List of Certain State Franchise Authorities (Government Offices) and Registered Agents in Certain States
“F”	State Addenda
“G”	Promissory Note for Additional Centers
“H”	Form of Confidentiality/Non-Competition Agreement
“I”	Receipt of Disclosure Document

DATE DISCLOSURE DOCUMENT RECEIVED: _____

SIGNED: _____	SIGNED: _____
DATE SIGNED: _____	DATE SIGNED: _____
_____	_____
NAME (Please print)	NAME (Please print)
_____	_____
_____	_____
Address	Address

DATE DISCLOSURE DOCUMENT RECEIVED: _____

SIGNED: _____	SIGNED: _____
DATE SIGNED: _____	DATE SIGNED: _____
_____	_____
NAME (Please print)	NAME (Please print)
_____	_____
_____	_____
Address	Address

Please sign and date this Receipt (with the date that you received the disclosure document), and if you received it electronically via email, also:

1. Open the attached disclosure document, to verify that you can download it; then immediately Reply to All, with a cc to the email address listed on the cover page of this disclosure document, stating that you received and downloaded this disclosure document; AND:

2. Also print, sign, and date a copy of the Receipt (with the date that you received this disclosure) and return via mail to the address on the cover page of this disclosure document.

KEEP THIS COPY FOR YOUR RECORDS

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.

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“I”	Receipt of Disclosure Document

DATE DISCLOSURE DOCUMENT RECEIVED: _____

SIGNED: _____ SIGNED: _____

DATE SIGNED: _____ DATE SIGNED: _____

_____ _____

NAME (Please print) NAME (Please print)

_____ _____

_____ _____

Address Address

DATE DISCLOSURE DOCUMENT RECEIVED: _____

SIGNED: _____ SIGNED: _____

DATE SIGNED: _____ DATE SIGNED: _____

_____ _____

NAME (Please print) NAME (Please print)

_____ _____

_____ _____

Address Address

Please sign and date this Receipt (with the date that you received the disclosure document), and if you received it electronically via email, also:

1. Open the attached disclosure document, to verify that you can download it; then immediately Reply to All, with a cc to the email address listed on the cover page of this disclosure document, stating that you received and downloaded this disclosure document; AND:

2. Also print, sign, and date a copy of the Receipt (with the date that you received this disclosure) and return via mail to the address on the cover page of this disclosure document.

PLEASE SIGN THIS COPY, DATE AND RETURN IT TO MATHNASIUM CENTER LICENSING, LLC, 5120 WEST GOLDLEAF CIRCLE, SUITE 400, LOS ANGELES, CALIFORNIA 90056.