FRANCHISE DISCLOSURE DOCUMENT

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DEPARTMENT OF
BUSINESS OVERSIGHT
SAN FRANCISCO

OMEGA LEARNING CENTER FRANCHISOR, LLC
Palladian Office Park
5150 Stilesboro Rd
Building 400, Suite 410
Kennesaw, GA 30152
(770) 422-3510
omegafranchise com • omegalearning com • omegaprivateacademy com

The franchisee will operate a diagnostic testing and supplemental education center that provides individualized tutoring and assessment, standardized test preparation, and individually-tailored instructional programs and services to children and young adults

The total investment necessary to begin operation of an Omega Learning Center® franchise is $116,595 to $205,638 This includes between $58,850 and $68,850 that must be paid to the franchisor or an affiliate, which includes franchise fee, software fee, and accreditation fee

This Disclosure Document summarizes certain provisions of your franchise agreement and other information in plain English Read this Disclosure Document and all accompanying agreements carefully You must receive this Disclosure Document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale or grant **Note, however, that no governmental agency has verified the information contained in this document**

You may wish to receive your Disclosure Document in another format that is more convenient for you To discuss the availability of disclosures in different formats, contact Ms Kimberly Smith at Omega Learning® Franchisor, Palladian Office Park, 5150 Stilesboro Rd , Building 400, Suite 410, Kennesaw, Georgia 30152, (770) 422-3510, or email her at kimberlysmith@omegalearning com

The terms of your contract will govern your franchise relationship Don't rely on this Disclosure Document alone to understand your contract Read all of your, contract carefully Show your contract and this Disclosure Document to an advisor, like a lawyer or an accountant

Buying a franchise is a complex investment The information in this Disclosure Document can help you make up your mind More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D C 20580 You can also visit the FTC's home page at www ftc gov for additional information Call your state agency or visit your public library for other sources of information on franchising

There may also be laws on franchising in your state Ask your state agencies about them

Date of Issuance March 29 2017

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT

Call the state franchise administrator listed in Exhibit A for information about the franchisor or about franchising in your state

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW

Please consider the following Risk Factors before you buy this franchise

1 THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION, IN COBB COUNTY, GEORGIA OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN GEORGIA THAN IN YOUR HOME STATE

2 THE FRANCHISE AGREEMENT STATES THAT GEORGIA LAW GOVERNS THE AGREEMENT, AND GEORGIA LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS YOUR STATE'S LAW YOU MAY WANT TO COMPARE THESE LAWS

3 THE FRANCHISEE WILL BE REQUIRED TO MAKE AN ESTIMATED INITIAL INVESTMENT RANGING FROM $116,405 TO $205,448 THIS AMOUNT EXCEEDS THE FRANCHISOR'S STOCKHOLDERS EQUITY AS OF DECEMBER 31, 2016, WHICH IS $5,913

4 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise A franchise broker or referral source represents us, not you We pay this person a fee for selling our franchise or referring you to us You should make sure to do your own investigation of the franchise

Effective Date See Attachment 1 for state effective dates

Supplemental Cover Page for Transactions Regulated by Michigan

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

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

(a) A prohibition on the right of a Franchisee to join an association of Franchisees

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

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

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the Franchisee by repurchase or other means for fair market value at the time of expiration of the Franchisee's inventory, supplies, equipment, fixtures, and furnishings Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation The subsection applies only if (i) the term of the franchise is less than five years and (ii) the Franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the Franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other Franchisees of the same class or type under similar circumstances This section does not require a renewal provision

(f) A provision requiring that arbitration or litigation be conducted outside this state This shall not preclude the Franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise Good cause shall include, but is not limited to (i) the failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards, (ii) the fact that the proposed transferee is a competitor of the franchisor or subfranchisor, (iii) the unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations, or (iv) the failure of the Franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the Franchise Agreement existing at the time of the proposed transfer

(h) A provision that requires the Franchisee to resell to the franchisor items that are not uniquely identified with the franchisor This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of those assets if the Franchisee has breached the lawful provisions of the Franchise Agreement and has failed to cure the breach in the manner provided in subdivision (c)

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

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 THE NOTICE CONTAINED ON THE PRIOR PAGE OR THIS PAGE SHOULD BE DIRECTED TO THE DEPARTMENT OF ATTORNEY GENERAL, CONSUMER PROTECTION DIVISION, ATTN ANTITRUST AND FRANCHISE UNIT, 670 WILLIAMS BUILDING, 525 W OTTAWA STREET, LANSING, MICHIGAN 48913, TELEPHONE NUMBER (517) 373-7117

THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN

ATTACHMENT 1

The effective dates of registration or exemption from registration of this Disclosure Document in the states listed below are

State	Effective Date
California	
Florida (Exemption)	
Illinois	
Maryland	
Minnesota	
Nebraska (Exemption)	Effective
Texas (Exemption)	Effective
Virginia	

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A	State Regulations and Requirements Addendum
B	State Administrators and Agents Authorized to Receive Service of Process
C	Franchise Agreement
D	Financial Statements
E	List of Franchisees
F	Operations Manual Table of Contents
G	Franchisee Disclosure Questionnaire
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ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this Disclosure Document, the words "we," "our," "us" and "Omega Learning Center" refer to Omega Learning Center Franchisor, LLC, the franchisor of this business "You" and "your" refer to the person who buys the franchise, whether you are a corporation, limited liability company or other business entity If you are a corporation, limited liability company, or other business entity, certain provisions of this Disclosure Document also apply to your owners and will be noted

The Franchisor

We were organized in Georgia on December 29, 2006, to offer Omega Learning® Center franchises Our principal business address is Palladian Office Park, 5150 Stilesboro Rd , Building 400, Suite 410, Kennesaw, Georgia 30152 We do business under our company name and the name Omega Learning® Center We have offered franchises since October 8, 2007

We franchise the right to operate a comprehensive learning center for students of all ages and adults, offering diagnostic testing and supplemental, as well as private educational services that includes individualized tutoring programs, academic assessments, standardized test preparation, and individually tailored instruction in our private school The franchise or franchised center does business under the trade name, Omega Learning® Center, and educational services must be branded under this name The franchised center also uses our other related service marks, trademarks or logos (our "Marks") to describe the services of our proprietary franchise system The franchised center typically requires between 1,500 to 2,200 square feet of space and is usually located in a strip mall or freestanding building The franchise operates using our standards, methods, procedures and specifications, called our "System "

We do not operate a business of the type being franchised We are not involved in any other business activities

Our Parents, Predecessors and Affiliates

We do not have any parent companies or predecessors Omega Learning® Center, LLC (our "Affiliate") was organized on March 17, 2005, and is located at Palladian Office Park, 5150 Stilesboro Rd , Building 400, Suite 410, Kennesaw, Georgia 30152 Our Affiliate formerly owned and operated one businesses of the type being franchised which is located at 5330 Brookstone Drive, Acworth, Georgia, 30202 In 2013 that center was sold to a franchisee Our Affiliate does not currently offer or has not previously offered franchises in this or any other line of business and currently engages in no business activities

General Description of the Market and Competition

An Omega Learning® Center's mission, vision, and values Mission To provide customized instruction that achieves each family's educational goals Vision Driven by our Christian values and passion for excellence, Omega Learning® provides superior educational services, building a stronger community one family at a time Values F I R S T - *Faith, Integrity, Respect, Service, and Teamwork*

You may have to compete with other businesses, including franchised operations, national chains and independently owned companies offering supplemental and private instructional services to children and adults You may also encounter competition from other Omega Learning® Center franchises Changes in local and national economic conditions and population density affect this industry and are generally difficult to predict You will face other business risks that could have an adverse effect on your business, including

pricing policies of competitors, changes to laws or regulations, changes in supply and demand, new technologies and competition from internet-based organizations that provide information and some related services or products Our ability to fulfill our obligations under our Franchise Agreement depends in part on our present and future financial condition Litigation risks also exist, including future litigation that may not be predicted

We have obtained renewed Corporate District Accreditation from AdvancED in 2016 for an additional period of 5 years This accreditation is effective as to all Omega Learning® Center franchises Our franchise system accreditation is interdependent You must operate your Omega Learning® Center franchise in a manner to maintain effective accreditation and pay the required annual accreditation fee to the Franchisor each year

Regulations Specific to the Industry

The regulations vary from state to state and locality to locality Most states and localities have specific regulations covering businesses offering tutoring and supplemental education services For example, if the franchised center is classified by state or local agencies to be a "school," the jurisdiction may impose requirements concerning licensing, tuition, curriculum and teacher certification Classification of your center as a school may entail requirements such as separate restroom facilities for boys and girls, drinking water fountains and special exit doors equipped with panic bars We urge you to consult your attorney concerning special requirements that may apply to your franchised center Additionally, most states and local jurisdictions have enacted laws, rules, regulations and ordinances that may apply to the operation of your business, including those that (i) require a permit, certificate or other license, (ii) require you to conduct criminal and other investigative background checks on persons that may come in contact with students on a periodic basis, including your employees, independent contractors, and vendors, (iii) establish general standards, specifications and requirements for the construction, design and maintenance of the business premises, (iv) regulate matters affecting the health, safety and welfare of your customers, including restrictions on smoking and availability of and requirements for public accommodations, including restrooms, (v) set standards pertaining to employee health and safety, (vi) regulate matters affecting requirements for accommodations for disabled persons, (vii) set standards and requirements for fire safety and general emergency preparedness, and (viii) regulate the proper use, storage and disposal of waste You must investigate and comply with all applicable laws and regulations You alone are responsible for complying with all applicable laws and regulations despite any advice or information that we may give you

Agents for Service of Process

Our agents for service of process are listed on Exhibit B to this Disclosure Document

ITEM 2

BUSINESS EXPERIENCE

Chief Executive Officer Kimberly Sue Smith

Ms Smith has served as our Chief Executive Officer since April 1, 2013 Ms Smith served as Co-Chief Executive Officer from January 1, 2010 until March 31, 2013 Ms Smith served as our Chief Marketing Officer from December 2006 to January 1, 2010

Chief Operating Officer Kathy Keeton

Ms Keeton has served as our Chief Operating Officer since April 1, 2013 Ms Keeton served as our Co-Chief Executive Officer from January 1, 2010 to March 31, 2013 Ms Keeton served as our Chief Operating Officer from December 2006 to January 1, 2010 From 2010 to 2011 Ms Keeton resided as the co-chair on a Quality Assurance Review Team for AdvancED

Senior Consultant for Educational Support Christine Vaupel, PhD

Dr Vaupel has been our Senior Consultant for Educational Support since December 2006 Dr Vaupel, a Licensed School Psychologist, has worked with our Affiliate, Omega Learning Center, since March 2005 From December 2002 to date, Dr Vaupel is a Medical Scientist for Glaxo Smith Kline, a pharmaceutical company based in Raleigh, North Carolina

ITEM 3

LITIGATION

No litigation is required to be disclosed in this Disclosure Document

ITEM 4

BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item

ITEM 5

INITIAL FEES

You pay a $49,900 lump sum franchise fee when you sign the Franchise Agreement The franchise fee is uniform The initial franchise fee for a second franchise purchased during the first 5 years of the initial term of the Franchise Agreement is $34,900 payable in a lump sum when you sign the subsequent Franchise Agreement

We will refund 50% of the franchise fee you paid if we terminate the franchise for failure to perform your pre-opening obligations under the Franchise Agreement We do not give refunds under other circumstances

The non-refundable portion of the franchise fee is compensation to Omega Learning® Center Franchisor for our efforts in offering and selling a franchise to you, for our franchise sales and marketing activities to promote the sale of a franchise to qualified franchisees, our participation in the franchise sale, our legal compliance with franchise laws and regulations, site selection assistance and guidelines, the development and hosting of initial training programs and our participation in terminating the franchise

You must pay us an initial software license fee of $6,450 when you sign the Franchise Agreement for a software license to use the Omega Connect business management software for your training and operation of the franchised center The initial software license fee is payment, in part, for expenses incurred by us in

furnishing assistance and services to you and for costs incurred by us, including general sales and marketing expenses, training, legal, accounting and other professional fees This fee is typically non-refundable

You must pay an Accreditation Compliance Fee when you sign the Franchise Agreement The amount You must initially pay is dependent upon the number of years Franchisor has remaining in its then current district accreditation Our current accreditation period ends in 2021 (4 years remaining from 2017) Therefore, the initial accreditation payment due for franchisees who sign a Franchise Agreement in 2017 will be $10,000 Thereafter, in March of each year beginning at the commencement of our next accreditation period, You will pay an annual accreditation fee of $2,500 We will remit your center's accreditation fee to the AdvancED accrediting agency The Accreditation Compliance Fee is non-refundable If your franchise location is selected, you are responsible for providing travel, food and lodging for the committee members for the length of their visit, which has typically been two days

ITEM 6

OTHER FEES

Name of Fee(Note 1)	Amount	Due Date	Remarks
Royalty Fee	10% of gross sales(Note 2)	Payable weekly on Mondays	You must pay your royalty fee directly to us Royalty payments are a percentage of Gross Sales from your operation of the Omega Learning Center All products, events, and services offered by your center are subject to the Royalty
Group Marketing Fund Contribution	2% of gross sales with a minimum monthly fee of $500	Payable weekly on Mondays/Minimum reconciliation monthly	You pay your marketing fund contribution to us You will contribute the greater of 2% of Gross Sales or $500 per month for the initial franchise term
Renewal Fee	$10 000	At renewal	You must pay the renewal fee when you sign the renewal franchise agreement
Local Advertising	The local advertising requirement is currently a minimum of $6000 per quarter Minimum may increase or decrease based on your territory's economic conditions and competitive trends	Quarterly	You pay advertiser directly subject to our approval We may require your expenditures to be used in cooperative advertising You must spend a minimum of $6000 per quarter on local advertising, $1800 of which must be spent on Google "Pay per Click" Internet advertising The entire local advertising requirement must be solely spent promoting your tutoring and test prep services If you pay a fee for a PPC management company, this fee may apply towards your minimum Google PPC advertising requirement Your PPC management company must be approved Local advertising requirement is monitored and reconciled quarterly You must upload reports and receipts for your local advertising expenditures directly to the marketing module of our software If you do not meet your local advertising requirement, you will be charged a late fee and required to make up the difference on the subsequent quarter

Name of Fee[Note 1]	Amount	Due Date	Remarks
Omega Connect- Proprietary Business Management Software License Fees	Currently $549 per month	Monthly on the first billing cycle of each month starting the 13th month after you sign the Franchise Agreement	You will pay us monthly license fees to access our exclusive Omega Connect business management software system Your fees include the management of the system and providing ongoing technology support and system updates
AdvancED Accreditation and Support Fee	Initial payment plus $2,500 per year at the beginning of our next 5 year accreditation period	Due upon signing Franchise Agreement and annually on May 1st thereafter via ACH	We will remit your Accreditation Fee to the accrediting organization – currently AdvancED Your accreditation is effective upon opening
Annual Franchisee Training Conference Fee	$295 per person if in-person, $95 per person if hosted on-line	Due annually on the first Monday in March via ACH	Only one franchise member is required to attend each year Elected Omega Advisory Board Members, are exempt from payment of this fee Included with this fee is training for up to two Education Coordinators Franchisees, not in compliance, are not permitted to attend this event
Accreditation Visit Fee[Note 3]	10% of Franchisor's External Review Fee plus out of pocket expenses of the representatives of the accrediting body who conduct the evaluation	Payable every 5 years Currently scheduled for 2021 and 2015 via ACH on the first Monday of November, 2020 and 2024	This fee covers the out of pocket expenses of the representatives of the accrediting body, currently AdvancED, who conduct the evaluation visits Franchisees also pay 10% of Franchisor's External Review Fee for the accreditation visits, exit report, and related services
Accreditation Non-Compliance Fee	$500 per month as billed via ACH	As billed for each month the Center is not in compliance with the AdvancED accreditation standards	If it is determined, by the AdvancED Organization or the Franchisor, that your center is out-of-compliance with the AdvancED Accreditation Standards, franchisee will be assessed a monthly "AdvancED Non-Compliance Fee" for each month until the Center is found to be back in compliance with the AdvancED accreditation standard requirements
Audit Expenses	All costs and expenses associated with audit	As billed	Audit costs payable only if the audit shows you have not spent your minimum requirement on local advertising or if you underreported amounts you owe us by 2% or more
Late Fees[Note 4]	1 5% per month or the highest rate allowed by the state where you are located, whichever is less, plus $50 per month	Payable on the first Monday after being assessed via ACH	Applies to all overdue fees you owe us Also applies to any understatement in amounts due revealed by an audit Additional bank fees may apply for insufficient funds
Late Reports	Any required report that is late will incur the following late	Payable on the first billing cycle after	Applies to all past-due reports, which are delinquent 15 days or more All financial reports are required to be submitted through Qvinci All marketing reports are required to be submitted

Name of Fee[Note 1]	Amount	Due Date	Remarks
	fees $50 - 1st month late $100 - 2nd month late $150 - 3rd month late $200 - 4th month late $500 - 5th month late	being assessed via ACH	through OConnect All reports not uploaded and/or synced by the applicable deadline are considered late Applicable reports include, but not limited to, up-to-date monthly P & L including YTD figures aligned with our Standard Chart of Accounts, monthly balance sheet, yearly P & L including YTD figures, monthly balance sheet, quarterly marketing report with receipts, quarterly marketing plan, Field Visit assurances questionnaire insurance renewal certificates and training quizzes Late fees are subject to ACH withdrawal each month as calculated Additional bank fees may apply for insufficient funds
Approval of Products or Suppliers[Note 5]	All reasonable costs of evaluation	Time of evaluation	Applies to our evaluation of new suppliers you wish to purchase from or products you wish to purchase
Insurance Policies	Amount of unpaid premiums plus our reasonable expenses in obtaining the policies	As billed	Payable only if you fail to maintain required insurance coverage and we elect to obtain coverage for you
Transfer Fee	$15,000 or 35% of the then-current Initial Franchise Fee whichever is greater	At the time of transfer	Payable to us at the time of transfer
System Modifications	You will not be required to make any expenditures during the first year of the initial term or any expenditures which are unreasonably disproportionate to your original investment to establish the franchised center during the initial term	As required	If we make changes to our System, you must adapt your business to conform to the changes Some examples of changes include new equipment fixtures, software, signage, or new Marks
Relocation Assistance	Costs of providing relocation assistance	Time of assistance	If you need our assistance to relocate, you must reimburse our costs to assist you
Customer Service[Note 6]	All costs incurred in assisting your customers	As billed	You must reimburse us if we determine it is necessary for us to provide service or refunds directly to your customers
Background Checks	Determined by vendor	As arranged	We require you to conduct a criminal background check and a child abuse registry check on all

Name of Fee(Note 1)	Amount	Due Date	Remarks
			employees, vendors, and independent contractors who will come in contact with students
Woodcock Johnson Test Booklets	Currently $7 90/test, + handling and shipping (minimum 50)	As ordered by you payable via ACH	You must purchase the test booklets through us in bundles of #50 Price may increase in alignment with vendor
Omega Presentation Folders	Currently $3 50/folder + shipping (minimum 200)	As ordered by you payable via ACH	You must purchase the branded presentation folders through us in bundles of #200 Price may increase in alignment with vendor
Support Center Additional Training Fee	Currently $100 per day per person trained	On the first Monday after Franchisee request, VIA ACH	If you request additional training at the Support Center or if we require you to attend additional training due to your failure to comply with System Standards
On-Site Additional Training Fee(Note 7)	Currently $200 per day per trainer plus travel expenses	On the first Monday after Franchisee request VIA ACH	If you request additional training at your Center and we agree to provide the training, you must pay the cost of the training and the travel expenses of the trainer including room and board
Cost of Enforcement	All costs including reasonable attorneys' fees	As billed	You must reimburse us for all costs in enforcing obligations if we prevail
Temporary Management Assistance	Currently, $500 per day, plus our expenses	Each month that it applies	If you breach the Franchise Agreement or following the death or incapacity of an owner of the franchise, we may temporarily manage your franchised center
Indemnification	All costs including reasonable attorneys fees	As billed	You must defend lawsuits at your cost and hold us harmless against lawsuits arising from your operation of the franchised center We also provide indemnification to you for any lawsuits or claims arising from your authorized use of the Marks
Technology License and Training Fee	$280 per year	Payable via ACH on February 1 of each year	The Technology License and Training Fee includes 1 telephone number license, 1 fax line license Support Center–provided customer support microsite updates, 3 @omegalearning com e mail licenses, and 2 webinar training seat licenses Additional e-mail addresses may be acquired for $50 per year per address Additional webinar seat licenses may be acquired for $120 per year per user Fee may increase based on third party vendor costs
Call Center Fee	If we form or utilize a Call Center, we may assess a monthly fee of $100 plus a price-per-lead referral fee	If instituted, payable monthly via ACH	We do not currently have a call center If developed the call center fee and price-per-lead may vary, based on the scheduled appointment type This fee is subject to change based on our costs at the time of implementation
AdvancED eProve System License	$350 per year, subject to change	Payable to Franchisor via ACH	This fee covers access to the AdvancED-required web-based reporting system and maintenance/

Name of Fee(Note 1)	Amount	Due Date	Remarks
	as determined by 3rd party	each year on the first Monday in April	updates to the system Payment includes maintenance/updates to the system and may be increased by the vendor
Renweb License Set-up and Support Fee for Omega Private Academy services only	$500 per year, subject to change as determined by 3rd party	Payable to Franchisor via ACH each year on August 1st	Once a franchisee has been approved to offer our private school services, Franchisee will be provided with access to the Renweb online system and eight free Support Center-assigned @omegalearning com email addresses in the following format (centername)OPAteacher@omegalearning com For example an academy teacher for Omega Learning Center – Douglasville will receive the following email addresses douglasvilleOPAteacher1@omegalearning com, douglasvilleOPAteacher2@omegalearning com, etc There is typically no need for additional email addresses however approved additional email addresses beyond eight, can be added for $50/year per email address These fees are non-refundable
Branded Technology Aided Instruction Add-Ons	$200 per branded tablet and $5 00 per branded mouse pad	Due via ACH at time of ordering	The price of the tablets and mouse pads are subject to change based on vendor price increases
Broker Fees	Amount of broker's fees	At time of transfer	If a transfer of the Franchise is to a transferee that a broker or other source presents to you or us, you must pay the fee of the broker or other source at closing during the transfer
Qvinci Financial Reporting License Fee	$360 yearly	Due on January 1	Fee provides access to the synchronization and submission of financial reporting system for monthly and yearly profit and loss statements sales benchmarking and custom reporting system
Omega Private Academy Online License Set-Up and Support Fee	$500	Payable via ACH the Monday following Support Center receipt of OPA-Online License order through Omega Connect	All Franchisees with or without a physical private school, have the option of launching the services of Omega Private Academy® On-line Before advertising these services, the Franchisee is required to pay a 1 time license and set-up fee of $500 to the Support Center All on-line courses must be ordered through our required vendor, currently, Ace Digital
Omega Private Academy Curriculum/Textbooks/Testing	Based on orders placed by Franchisee	Payable to Franchisor via ACH on the Monday following the placement of the order	Customers pay franchisees for these books in their registration fees Franchisees order their students' textbooks workbooks, e-books, labs, testing and testing booklets, and other teaching resources from your OPA Book Order Form 60 days prior to classroom use Your Operations Manual includes an order form for these books and teaching resources

Explanatory Notes

1 We require that all fees payable to us be paid through an electronic depository transfer account (ACH)

All of the fees noted above are uniform No other fees or payments are to be paid to us, nor do we impose or collect any other fees or payments for any other third party All fees are generally nonrefundable If product is shipped, shipping charges will apply

2 "Gross Sales" means all revenue from the franchised center for all services offered, including Omega Private Academy onsite and off-site services, events and activities, and NSF, returned check and declined charge fees that are collected from customers Gross Sales do not include sales tax or use tax You must process all transactions, including customer's payments by check, cash, and credit card through Franchise Payments Network and processed through the Omega Connect software system Your QuickBooks/QVinci sync data and merchant card service transactions will be compared to your reported income in Omega Connect each week We do not have enough information to estimate audit costs We assume costs vary depending on factors, including prevailing auditor's rates in your area, the business activity being audited and how well you keep your books and records You pay our actual costs only You should be able to investigate these costs by contacting auditors in your area

3 In 2021 and 2016 you may be required to host an AdvancED accreditation team You may incur expenses associated with the AdvancED team visit to your franchised center, including but not limited to, airfare, hotel, and meals

4 Late fees begin from the date payment or a required report is due, but not received

5 Costs vary depending on the availability of product samples for testing, shipping costs or travel costs to review the product, the type of product under review, whether the product or supplier has been rated and other similar factors

6 Costs vary depending on factors, including nature of the request/complaint, expertise needed and the time involved

7 You must attend our ongoing training programs You must pay your costs to attend We do not charge you any fee Costs vary depending on the number of people attending, how far you travel and the type of accommodations you choose We do not have enough information to estimate your costs to attend these programs You should be able to investigate these costs through travel agencies As a part of ongoing training, franchisees are required to watch weekly "Two-Minute Tuesday" email blasts Franchisees are required to attend monthly 1-hour webinars and complete yearly Operations Manual update on-line quizzes In addition, if you receive three (3) "Failing" grades on field visit reports within a twelve (12) month period or your quarterly revenue is down 20% or more from previous year-to-date, or Support Center, AdvancED, or other affiliated business association receives three (3) or more complaints about your specific franchise location in a twelve (12) month period, you will be entered into our Strategic Mentorship Program and required to participate in additional training at the franchisor's headquarters in Kennesaw, Georgia as described in the Operations Manual Franchisee's failure to comply with ongoing training by specific completion deadlines will be assessed a late fee per training requirement All franchised center employees, including franchisees, are required to complete Handbook and video training, as well as pass training quizzes All training resources and materials are provided at no charge Proof of completion must be provided for each employee

ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Estimated Amount or Estimated Range of Costs		Method Of Payment	When Due	To Whom Payment is Made
	Low	High			
Initial Franchise Fee(Note 1)	$49,900	$49,900	Lump Sum	On Signing Franchise Agreement	Us
Real Estate Lease Payments(Note 2)	2 000	7 333	As Arranged	As Incurred	Landlord
Utility Deposits(Note 3)	0	500	As Arranged	Before Opening	Utility Companies
Leasehold/Building Improvements(Note 4)	0	50,000	As Arranged	Before Opening	Architects, Engineers Tradesmen Suppliers
Opening Inventory(Note 5)	1,500	1,800	As Arranged	Before Opening	Suppliers
Insurance(Note 6)	2 000	3,000	As Arranged	Before Opening	Approved Vendor
Office Equipment and Supplies(Note 7)	1,000	3,000	As Arranged	Before Opening	Suppliers
Travel Living Expenses While Training(Note 8)	0	4,000	As Arranged	During Training	Airlines, Hotels, Restaurants
Signage(Note 9)	4,000	6,000	As Arranged	Before Opening	Suppliers
Furniture, Fixtures, and Equipment(Note 10)	5,000	6,000	As Arranged	Before Opening	Suppliers
Grand Opening Advertising(Note 11)	10 000	10,000	As Arranged	First 3 Months of Operation	Advertising Suppliers
Omega Connect Business Management Software Fee(Note 12)	6,540	6,540	Lump Sum	On Signing Franchise Agreement	Us
Licenses and Permits(Note 13)	200	450	As Arranged	Before Opening	Licensing Authorities
Professional Services(Note 14)	1,500	3,500	As Arranged	As Incurred	Attorneys, Accountants, and Other Professionals
Dues and Subscriptions(Note 15)	250	750	As Arranged	Before Opening	Associations and Educational Websites
Internet Marketing Start-Up Fee(Note 16)	1,000	1,000	Via ACH	60 days prior to opening	Us

Type of Expenditure	Estimated Amount or Estimated Range of Costs		Method Of Payment	When Due	To Whom Payment is Made
	Low	High			
Branded Technology Aided Instruction Package(Note17)	1 200	1,200	Via ACH	60 days prior to opening	Us
Accreditation Fees(Note 18)	2 500	12 500	Lump Sum	60 days prior to Opening	Us
Woodcock Johnson IV Academic Testing License(Note 19)	2 500	2,500	As Arranged	60 days prior to Opening	Suppliers
Additional Curriculum Books (ISEE, PSAT, SSAT, county Math textbook)	250	250	As Arranged	Before Opening	Suppliers
Omega OutpAce SAT and ACT Prep Book Library(Note20)	800	800	Via ACH	60 days prior to opening	Us
Manipulative Library Package(Note21)	1,500	1,500	Via ACH	60 days prior to opening	Us
Omega Presentation Package	900	900	Via ACH	60 days prior to opening	Us
QVinci License and Set-up Fee(Note 22)	360	360	Via ACH	60 days prior to opening	Us
Video Surveillance System(Note 23)	1 200	1,500	As Arranged	Before Opening	Approved Vendor
Promotional Products Package	1 500	1,500	Via ACH	60 days prior to opening	Us
Name Badges	30	90	Via ACH	Before Opening	Us
Token/Apple Container Package	365	365	Via ACH	60 days prior to opening	Us
Technology Training and License Fee	280	280	Via ACH	60 days prior to opening	Us
Additional Funds - 3 Months(Note 24)	18 500	28,300	As Arranged	As Incurred	Us, Utilities and Suppliers
Estimated Total(Note 25)	**$116,595**	**$205,638**			

Explanatory Notes

1 *See* Item 5 of this Disclosure Document

2 You must lease or otherwise provide a suitable facility for the operation of the franchised center Typically, the facility will range in size from 1,500 to 2,200 square feet It is difficult to estimate lease acquisition costs because of the wide variation in these costs between various locations Lease

costs will vary based on square footage, cost per square foot, and required maintenance costs The low estimate is based on an assumption that you will have to pay a security deposit equal to the first month's rent in advance to lease the facility and is based on leasing a facility of 1,500 square feet The high estimate is based on an assumption that you will have to pay a security deposit equal to one month's rent to lease the facility and is based on leasing a facility of 2,200 square feet at a higher cost per square foot Some lessors may refund the security deposit if you cancel the lease before you occupy the premises The estimated range of costs in this category only includes your costs to enter into a lease agreement for the facility Estimated rental costs for 3 months are included with the category, "Additional Funds"

3 If you are a new customer of your local utilities, you will generally have to pay deposits to obtain services, including electric, telephone, gas and water The amount of the deposit and whether the deposit is refundable will vary depending on the local utilities You should contact your local utilities for more information

4 To adapt a newly acquired facility for operation of the franchised center, it must be renovated The cost of the leasehold improvements will vary depending on factors including, the size, condition and location of the facility, local wage rates and the cost of materials The low estimate assumes that your landlord will provide a partial build-out allowance The amounts you pay for leasehold improvements are typically non-refundable

5 You must purchase an initial inventory of supplies, including testing and learning curricula, designated forms, teacher materials and motivational gifts and other items more fully described in the Operations Manual Costs vary based upon the size and location of the franchised center, time of season, suppliers and other related factors We do not know if the amounts you pay for other inventory items may be refundable Factors determining whether inventory items are refundable typically include the condition of the items at time of return, level of use and length of time of possession You should inquire about the return and refund policy of the suppliers at or before the time of purchasing

6 You must purchase the following types and amounts of insurance from our approved vendor

Coverage	Minimum Limits
<u>General Liability</u>	
Per Occurrence	$1,000,000
General Aggregate	$2,000,000
Personal & Advertising Injury	$1,000,000
Sexual Abuse/Molestation	$1,000,000
Rented Premises/Fire Legal Liability	$100,000
Medical Payments	$5,000
Business Personal Property	$5,000
<u>Business Auto</u>	
Owned, Non-Owned/Hired Auto Liability	$1,000,000
Hired Car Physical Damage	$50,000

Workers' Compensation (actual expense depends upon center total payroll)

Employers Liability Each Accident	$500,000
Employers Liability Disease – Policy Limit	$500,000
Employers Liability Disease – Each Employee	$500,000
WC Statutory Limits	

Teacher's Professional Liability

Per Claim	$1,000,000
Aggregate	$2,000,000

We recommend but do not require you to carry data breach/cyber security liability coverage of $1,000,000 per occurrence, Employment Practices Coverage and Umbrella Coverage

You must name us and our affiliates, officers directors members as additional insured parties on a primary noncontributory basis You must furnish us with Certificates of insurance on or before the policy's annual expiration date

Factors that may affect your cost of insurance include the size and location of the franchised center, value of the leasehold improvements, number of employees and other factors The amounts you pay for insurance are typically non-refundable You must purchase your insurance through our sole approved vendor

7 You must purchase general office supplies and office equipment Factors that may affect your cost of office equipment and supplies include local market conditions, competition among suppliers and other factors We do not know if the amounts you pay for office equipment and supplies are refundable Factors determining whether office equipment and supplies are refundable typically include the condition of the items at time of return, level of use and length of time of possession You should inquire about the return and refund policy of the supplier at or before the time of purchase Customized artwork must be uniform among all franchised centers and will be provided to you by the Franchisor or its designated vendor

8 The cost of initial training is included in the franchise fee, for up to 2 people If you are located outside of Atlanta, Georgia, you may have some expenses for transportation and expenses for meals and lodging and employees' salaries while attending training The total cost will depend on how far you travel and the type of accommodations you choose These expenses are typically non-refundable Before making airline ticket, hotel, rental car or other reservations, you should inquire about the refund policy in the event you need to cancel any reservation Training sessions for additional participants may be scheduled for a fee of $500 per week

9 This range includes the cost of all signage used in the franchised center The signage requirements and costs will vary based upon the size and location of the franchised center, local zoning requirements, landlord requirements and local wage rates for installation You are required to purchase a sign that complies with the maximum size allowed by your county The amounts you pay for signage are typically non-refundable You should inquire about the return and refund policy of the suppliers at or before the time of purchase

10 You must purchase and/or lease and install furniture, fixtures and equipment and decor necessary to operate your franchised center The cost of the furniture, fixtures and equipment will vary according to local market conditions, the size of the facility, suppliers and other related factors The cost estimates include estimated costs of delivery and installation of furniture, fixtures and

equipment We do not know if the amounts you pay for furniture, fixtures or equipment are refundable You should inquire about the return and refund policy of the suppliers at or before the time of purchasing or leasing

11 You must spend a minimum amount we specify on opening advertising during the first 3 months of operation You must hire our approved marketing company to develop the Grand Opening Advertising plan We determine the minimum requirement Your Grand Opening marketing plan must be submitted to and approved by us before the opening of your Center You may choose to spend more Factors that may affect the actual amount you spend include the type of media used, the size of the area you advertise to, local media cost, location of the franchised center, time of year and customer demographics in the surrounding area The amounts you spend for grand opening advertising are typically non-refundable You should inquire about the return and refund policy of the suppliers at or before the time of purchase

12 You must pay us an initial Omega Connect Software License Fee, which covers the first year, when you sign the Franchise Agreement for a license to use the Omega Connect software for training, business management, and in the operation of the franchised center This fee is non-refundable The fee pays for the use, further development and maintenance of our web-based business management system including facilitating scheduling, billing, communication, sales conferencing, royalty payments, gross income reporting, tutor system You will have the ability to access and start training with our system immediately upon completion of software system set-up

13 State and local government agencies typically charge fees for occupancy permits, operating licenses and construction permits Costs may vary from the estimates based on the requirements of state and local government agencies These fees are typically non-refundable You should inquire about the cancellation and refund policy of the agencies at or before the time of payment

14 You will need to employ an attorney, an accountant and other consultants to assist you in establishing your franchised center These fees may vary from location to location depending upon the prevailing rates of local attorneys, accountants and consultants These fees are typically non-refundable You should inquire about the refund policy of the attorney, accountant or consultant at or before the time of hiring

Some jurisdictions may have zoning restrictions that could limit your operation of a supplemental or private learning center If your jurisdiction has these zoning restrictions, you may incur additional costs to obtain zoning variances

Some jurisdictions may have specific requirements for the construction of facilities like an Omega Private Academy If your jurisdiction has these requirements, you may incur additional costs to meet them

You are solely responsible for obtaining all permissions and consents, including all federal, state, county, municipal, and other governmental permissions and consents, to operate our private school services

15 You are encouraged to join and maintain membership with your state Better Business Bureau, Chamber of Commerce, and other local business networking organizations These expenses are typically non-refundable You should inquire about the cancellation and refund policy of the organization at or before the time of purchase There are also educational websites with which you may want to subscribe

16 You must pay Franchisor an Internet Marketing Set-Up Fee for setting up and optimizing 5 on-line business profile pages (Google+, Yelp, Twitter, Facebook, and Yahoo), 7 microsite pages, customizing Grand Opening literature and microsite linkage, PPC management company interface and landing page design support Payable to Franchisor 60 days prior to Grand Opening

17 Branded Technology Aided Instruction Package includes 4 branded computer tablets with covers and 10 branded mouse pads Payable to Franchisor 60 days prior to Grand Opening

18 When you sign the Franchise Agreement, you will pay us in a lump sum, an Accreditation Fee for AdvancED Accreditation We obtain district accreditation for a period of 5 years The amount of the Initial Accreditation Fee that you must pay is equal to $2,500 multiplied by the number of years remaining in our current accreditation When we receive accreditation for an additional 5 year period, you will pay an annual fee of $2,500 in March of each year upon receiving an invoice from us We may offer the option of quarterly payments of the Accreditation Fee
We will forward it to the appropriate accreditation organization Your failure to do so is an event of default in the Franchise Agreement These fees are due May 1 annually

19 Woodcock Johnson IV Academic Testing License Fee is $2500 and required to be purchased through corporate Fee includes the WJIV Assessment License, testing books, one login license for usage of WJIV web-based scoring system, and a starter pack of 25 assessment booklets This fee is non-refundable Payable to Franchisor 60 days prior to Grand Opening

20 Franchisees must use Omega's OutpAce SAT/ACT Book Library to be used for all SAT and ACT standardized test instruction Franchisee must purchase 10 copies of each book OutpAce SAT and OutpAce ACT There is no need to purchase additional books, since all instruction is web-based However, additional copies may be purchased for $40/piece These books are to stock the franchised center manipulative library for teaching resources The total one-time investment is $800 These fees are non-refundable Payable to Franchisor 60 days prior to Grand Opening

21 The Manipulative Library Package includes a Support Center-approved collection of grades K-12 physical teaching resources to support Omega's AIM Tutoring System The total one-time investment is $1500 Payable to Franchisor 60 days prior to Grand Opening

22 You must pay a yearly license fee, currently $360, for the QVinci accounting software Payable to Franchisor 60 days prior to Grand Opening

23 For your protection and that of the Franchisor, you must purchase/lease and install the video surveillance and recording devices that we designate in the Operations manual Video and audio must be recorded at all times Through the surveillance system that you install, the Franchisor shall have twenty-four-hour access to "real time" surveillance of audio and video of your Center Access to the surveillance video must be provided to the franchisor before your grand opening

24 We recommend that you have a minimum amount of money available to cover rent for the facility and operating expenses, including employees' salaries, rent and utilities, for the first three (3) months that the franchised center is open We cannot guarantee that our recommendation will be sufficient Additional working capital may be required if sales are low or operating costs are high These expenses are typically non-refundable

25 In compiling this chart, we relied on our and our Affiliate's industry knowledge and experience The amounts shown are estimates only and may vary for many reasons, including the size and condition of your facility, the capabilities of your management team, where you locate your

franchised center and your business experience and acumen You should review these estimates carefully with an accountant or other business advisor before making any decision to buy a franchise These figures are estimates only and we cannot guarantee that you will not have additional expenses in starting the franchised center

The amounts shown are net amounts, they are set off, to some extent, by the revenues your center generates

The amounts shown are for your startup and your first three months of operation only They are estimates only and are likely to vary significantly for many reasons, including the size of your center, where you locate your center, national, regional, and local economic conditions, the capabilities of your management team and your professional and tutorial staff, and your business experience and acumen Most costs and expenses listed in this Item 7 are not within our control and are affected more by national, regional, and local economic conditions than by our actions You should review these estimates carefully with your attorney, accountant, and other business advisors before you make any decision to enter into the Franchise Agreement with us You should also prepare a set of estimates of your own based on your particular circumstances

We do not offer direct or indirect financing to you for any items

ITEM 8

RESTRICTIONS ON SOURCES OF SERVICES AND PRODUCTS

You must purchase your furniture, fixtures, equipment, computer system, point of sale system, and initial inventory under specifications in the Operations Manual These specifications include standards for appearance, quality, price, performance and functionality These specifications and standards are based on our and our Affiliate's experience in operating a center of the type we are franchising and through research and testing in our Affiliate's center We may communicate these standards and specifications directly to suppliers who seek our approval of their services or products We communicate these standards and specifications to you when we evaluate your proposed location for the franchised center, during training, before you conduct your grand opening advertising, during on-site opening assistance, during periodic visits to your franchise location and through the Operations Manual (including periodic bulletins) We will periodically issue new standards and specifications (if any) through written notices

For your Grand Opening we are the sole approved supplier for the following products and services AdvancED accreditation and support, Omega Connect business management software, Qvinci software, presentation folders and stationary, name badges, SAT and ACT Book library, manipulative library, internet marketing set-up, Woodcock Johnson IV academic testing license package, promotional product package, Branded Technology-Aided Instruction Package, and token/apple container package

For continuing business operations, we are your sole supplier for the following products and services business management software system, Woodcock Johnson IV test booklets, SAT and ACT test books evaluation system/score reports, name badges, presentation folders, computer-aided instruction tablets, mouse pads, stationary, Omega Store K-8 prizes, email addresses, training webinar seats, Renweb software, AdvancED eProve software, "Omega Private Academy" curriculum/books/testing, "Omega Private Academy Online' license and curriculum

You are required to use QuickBooks accounting software You are required to use the required vendors specified on our approved vendors list in the Operations Manual We may require you to purchase your

computer and point of sale system hardware and software from vendors that we specify Currently, we and our Affiliate are the only approved suppliers for the Omega Connect business management software You are required to use our sole designated provider, Franchise Payments Network, for credit card processing and merchant services You are required to use Marsh McClennan for all insurance requirements You are required to use the online software service of QVinci for your QuickBooks sync, which satisfies your monthly P & L reporting requirement

In 2016 we derived revenue as a result of supplying you with the Omega Connect business management software As of December 31, 2016, our last fiscal year, we received $51,625 in revenue from the sale and licensing of the Omega Connect Business Management Software to our franchisees Our total revenue in 2016 was $463,074 Required purchases or leases by franchisees represented 11% of our total revenue in 2016 The purchase of the Omega Connect and business management software will represent approximately 14% of your overall total investment and approximately 3% of your annual operating expenses in operating the center We may designate sources, including ourselves for additional goods and services in the future If we designate sources for additional goods and services, we may receive revenue, rebates, commissions or other material consideration from franchisee purchases Our CEO Kimberly Smith and our COO Kathy Keeton each own an interest in Omega Learning Center, LLC which is an approved supplier of the Omega Connect and business management software

If you would like to use any goods or services in establishing and operating the franchised center that we have not approved (for goods and services that must meet our standards, specifications or that require supplier approval) you must first send us sufficient information, specifications and samples for us to determine whether the goods or services comply with our standards and specifications or whether the supplier meets our approved supplier criteria You must pay our expenses to evaluate goods, services or suppliers We will decide within a reasonable time (usually 30 days) after receiving the required information whether you may purchase or lease the goods or services from the supplier Our criteria for approving or revoking approval of suppliers includes the supplier's ability to provide sufficient quantity of goods, quality of goods or services at competitive prices, production and delivery capability, and dependability and general reputation

Periodically we may review our approval of any goods, services or suppliers We will notify you if we revoke our approval of any goods, services or suppliers, and you must immediately stop purchasing disapproved goods or services, or must immediately stop purchasing from a disapproved supplier We estimate that approximately 80% to 95% of your expenditures for leases and purchases in establishing your franchised center will be for goods and services that must be purchased from us, our Affiliate or an approved supplier or according to our standards and specifications We estimate that approximately 80% to 95% of your expenditures on an ongoing basis will be for goods and services that must be purchased from either us, our Affiliate or an approved supplier, or in accordance with our standards and specifications

Periodically, we negotiate pricing arrangements, including volume discounts, on behalf of our franchisees with our suppliers Volume discounts may not be available to franchises located in outlying markets that a particular supplier does not serve in significant volume Presently, there are no purchasing or distribution cooperatives that you must join

We do not provide material benefits to you (including renewal rights or the right to additional franchises) based on whether you purchase through the sources we designate or approve We may take action, including terminating your franchise, if you purchase unapproved products or make purchases from unapproved suppliers We have no purchasing or distribution cooperatives serving our franchise System

ITEM 9

FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement and other agreements It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document

Obligation		Section in Franchise Agreement (Note 1)	Item in Disclosure Document
a	Site selection and acquisition/lease	Section 5	Items 11 and 12
b	Pre-opening purchases/leases	Sections 5, 12 and 15	Items 5, 7, and 8
c	Site development and other pre opening requirements	Sections 5 and 8	Items 7, 8, and 11
d	Initial and ongoing training	Section 8	Items 6,7, and 11
e	Opening	Sections 5 and 8	Item 11
f	Fees	Sections 3, 5, 8, 10, 11, 13, 15, 18 and 22	Items 5, 6, and 7
g	Compliance with standards and policies/Operating Manual	Sections 6, 7, 9, 10, and 13	Items 8, 14, and 16
h	Trademarks and proprietary information	Sections 6, 7 and 9	Items 13 and 14
i	Restrictions on products/services offered	Sections 5, 6 and 13	Items 8 and 6
j	Warranty and customer service requirements	Sections 13	Item 16
k	Territorial development and sales quotas	None	Item 12
l	Ongoing product/service purchases	Sections 13	Items 8 and11
m	Maintenance appearance and remodeling requirements	Sections 5, 10 and 13	Item 6
n	Insurance	Sections 15	Items 6, 7, and 8
o	Advertising	Sections 11	Items 6, 7 and 11
p	Indemnification	Sections 21	Item 6
q	Owner s participation/management/staffing	Sections 13	Item 15
r	Records and reports	Sections 12	Item 11
s	Inspections and audits	Sections 6 and 12	Items 6, 11 and 13
t	Transfer	Sections 18 and Exhibits 5 and 7	Item 17
u	Renewal	Sections 4 and Exhibit 7	Item 17
v	Post-termination obligations	Sections 17 and Exhibits 1 and 2	Item 17
w	Non-competition covenants	Sections 7, 17 and Exhibit 2	Item 17
x	Dispute resolution	Sections 23	Item 17

Explanatory Notes

1 All references are to the Franchise Agreement unless otherwise noted

ITEM 10

FINANCING

We do not offer direct or indirect financing We do not guarantee your lease or other obligations

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

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

A Before you open the franchised center, we will

1 If we have not already approved a site for the franchised center before signing the Franchise Agreement, we will designate the area in which you must locate the franchised center, provide you with our criteria for site selection and evaluate sites you propose for the location of the franchised center (Franchise Agreement Sections 2 3 and 5 1)

2 Designate your non-exclusive area (area of primary responsibility) (Franchise Agreement Section 2 5)

Neither we nor any of our employees have special expertise in selecting sites, we make no representations that your franchised center will be profitable or successful by being located at the approved location Any approval is intended only to indicate that the proposed site meets our minimum criteria based upon our general business experience

3 Review and approve your lease or purchase agreement for the approved site for the franchised center (Franchise Agreement Section 5 3)

Our review of your lease or purchase agreement and any advice or recommendations we may offer is not a representation or guarantee by us that you will succeed at the leased or purchased premises Our review of your lease does not constitute legal advice and our review is solely for the purpose of assuring that the lease complies with the Franchise Agreement For legal advice, you must rely upon the advice of your attorney

4 Provide you with specifications for remodeling and equipping the approved location along with a list of required supplies, equipment and improvements that you must purchase and install (Franchise Agreement Section 5 4)

5 Supply you with Omega business management software, necessary for training and to establish and operate the franchised center (Franchise Agreement Section 3 3)

6 Provide an initial training program This training is described in detail later in this Item 11 (Franchise Agreement Section 8 1)

7 Provide to you on-site assistance and guidance to assist you with any questions you may have in operating the franchised center (Franchise Agreement Section 8 2)

8 Provide to you, on loan, online access to the Omega Learning® Center Operations Manual, or grant you access to an electronic copy of the Operations Manual The approximate number of pages in the Operations Manual as of the date of this Disclosure Document is 389 The Table of Contents of the Operations Manual, along with number of pages devoted to each section, is included as Exhibit F to this Disclosure Document (Franchise Agreement Section 9 1)

B After the opening of the franchised center, we will

1 Periodically advise you and offer general guidance to you by telephone, e-mail, facsimile, newsletters and other methods Our guidance is based on our knowledge and experience We offer you advice and guidance on a variety of business matters, including operational methods, accounting procedures, authorized services or products and marketing and sales strategies (Franchise Agreement Section 14 1)

2 Make periodic visits to the franchised center to provide you with consultation, assistance and guidance in various aspects of the operation and management of the franchised center We may prepare written reports suggesting changes or improvements in the operations of the franchised center and detailing deficiencies that become evident as a result of a visit If we prepare a report, we may provide you with a copy (Franchise Agreement Section 14 2)

3 Make available to you operations assistance and ongoing training as we deem necessary (Franchise Agreement Sections 8 2 and 8 5) Ongoing training programs are described later in this Item 11 and Item 6

4 Provide online access to all pre-approved forms of advertising materials you will use for local advertising, grand opening advertising and cooperative advertising (Franchise Agreement Section 11 2) Our advertising programs are described later in this Item 11

5 Provide you with modifications to the Operations Manual as they are made available (Franchise Agreement Section 9 2) The Operations Manual is described in Item 14

We may delegate certain of our pre-opening obligations and on-going support obligations to Franchisees to Area Representatives in those states where we have offered Area Representative rights

C Advertising and Promotion

1 During your first 3 months of operation, you must spend $10,000 on grand opening advertising, including print, media and other advertising or promotional efforts You are required to hire our sole designated supplier for the development of your initial marketing plan The exact amount of your advertising expense will be determined by the designated supplier for your Grand Opening marketing plan We will provide you with guidance for conducting grand opening advertising, and we must review and approve the materials you use in your grand opening advertising (Franchise Agreement Section 11 1)

2 Each quarter, you must spend a specified percentage of the previous quarter's gross sales on advertising, promotions and public relations in the local area surrounding the franchised center, which ranges between 6% and 8%, with a minimum expenditure of $9,000 per quarter, $1,800 of which must be spent on a Google "Pay per Click" internet advertising campaign and the management of that campaign You may pay the advertiser directly subject to our approval We may require your expenditures to be used in cooperative advertising This minimum expenditure may increase as franchisor deems necessary to remain competitive This advertising expenditure must be limited specifically to the promotion of your tutoring business You may expend additional sums for the promotion of your Omega Private Academy®

when applicable at your discretion You will pay for your ads and promotions directly to the advertising vendor We must approve any advertising that you wish to use, in print or other media that we have not furnished to you We will provide you with a pre-approved advertising library, where you may customize center contact information These ads comply with general marketing guidelines (Franchise Agreement Section 11 2)

3 Any additional marketing requests must be submitted in writing, providing thirty days for our development team to complete This includes the use any advertising collateral pieces, flyers, or other items which bear the Marks, which we have not provided in our online advertising library (Franchise Agreement Section 11 2)

4 We have developed a System-wide marketing fund, and you must contribute the greater of 2% of Gross Sales, or $500 per month, paid weekly to the fund (Franchise Agreement Section 11 3) We will administer the marketing fund as follows

(a) We will control the creative concepts and the materials and media to be used, and we will determine the placement and allocation of advertisements We may use print, television, radio, Internet or other media for advertisements and promotions We do not guarantee that any particular franchisee will benefit directly or in proportion to their contribution from the placement of advertising by the marketing fund The media coverage of the marketing fund encompasses local, regional and national marketing efforts to promote the Omega system

(b) We may use your contributions to meet or reimburse us for any cost of producing, maintaining, administering and directing consumer advertising (including the cost of preparing and conducting television, radio, Internet, magazine, direct mail and newspaper advertising campaigns and other public relations activities, developing and/or hosting an Internet web page of similar activities, employing advertising agencies to assist therein, providing promotional brochures, conducting market research, developing and maintaining a franchisee marketing software system, and providing other marketing materials to franchisees) We will maintain your contributions in a separate account from our funds and we will not use them for any of our general operating expenses, except for our reasonable administrative costs and overhead related to the administration of the marketing fund We will not use marketing fund contributions for the direct solicitation of franchise sales

(c) We expect to use all contributions in the fiscal year they are made We will use any interest or other earnings of the marketing fund before we use current contributions We intend for the marketing fund to be perpetual, but we have the right to terminate it if necessary We will not terminate the marketing fund until all contributions and earnings have been used for advertising and promotional purposes or we have returned your *pro rata* share

(d) All Omega Learning® Centers owned by us or an Affiliate will make similar contributions to the marketing fund

(e) We will have an accounting of the marketing fund prepared each year and we will provide you with a copy upon request We may require that the annual accounting be reviewed or audited and reported on by an independent certified public accountant at the marketing fund's expense

(f) The marketing fund is not a trust and we assume no fiduciary duty in administering the marketing fund

As of our fiscal year ending December 31, 2016, $74,580 87 was paid into the advertising fund A total of $75,865 33 was expended from the fund 32% of the fund monies were

spent on production, 18% on media placement and 34% on administrative expenses, and 16% on other expenses including bank fees, taxes and supplies Except for salaries of marketing personnel employed by us, we do not receive compensation for providing goods or services to the fund No advertising funds were used for solicitation of new franchisees

5 Although we are not obligated to do so, we may create a cooperative advertising program for the benefit of all franchises located in a particular region We have the right to collect and designate all or a portion of the local advertising for cooperative advertising We will determine the geographic territory and market areas for each cooperative advertising program You must participate in any cooperative advertising program established in your region If cooperative advertising is implemented in a particular region, we may establish an advertising council for franchises in that region to self-administer the program If we establish a cooperative advertising program or programs with or without an advertising council, there are no limits on our right to change, dissolve or merge these program(s) and/or council(s) at any time (Franchise Agreement Section 11 4)

6 Internet Advertising

You are restricted from establishing a presence on, or marketing using, the Internet without our consent We have established a number of Internet sites, internet advertising landing pages, and business profile pages for the System We will develop sites with specific parts that you are able to customize through Omega Connect with Franchisor approval Franchisor has complete control of your online presence and changes may be made as we deem appropriate, for your franchised center On omegalearning com, prospective customers will be able to find your center by entering their zip code All reference to your center name will remain consistent among all internet venues, based on your pre-approved center name

You will pay us an Internet Marketing Set-Up Fee of $1,000 for the establishment and optimizing of 5 on-line business profile pages (Google+, Yelp, Twitter, Facebook, and Yahoo), 7 microsite pages, a customized newsletter and customizing your Grand Opening literature and microsite linkage, Pay per Click management company interface and landing page design support

You may not establish a presence on, or market using, the Internet without our prior written consent If you disagree with the content of your Franchisee's Page, our determinations will control We retain the sole right to advertise or use the Marks on the Internet We retain ownership of your Google, Yahoo, Bing, Yelp, and any other online business profile pages We may require you to provide content for our Internet marketing pages You must comply with our intranet and Internet usage rules, style guide, and requirements We retain the sole right to approve any linking to, or other use of, the Omega Learning® Center Internet site (Franchise Agreement Section 11 5) You must also obtain our prior written consent in order to establish or maintain a landing/splash page, online business profile or other presence on the Internet through any internet or social networking site in connection with the operation of your Franchised Center, including Facebook, LinkedIn, MySpace, Plaxo, Twitter or YouTube, that uses any variation of the Marks or references the System We must also approve your use of linking and framing between web pages and all other websites

Your Franchised Center will be assigned a matching center name and domain URL that include your center name/city or geo-targeted keyword and state abbreviation, followed by OmegaLearning com For example, a center located in Acworth, Georgia may be assigned the center name, Omega Learning® Center – Acworth and be assigned the following proprietary URL Acworth-ga omegalearning A center located in the eastern part of Cobb County may be assigned the center name Omega Learning® Center – East Cobb and assigned the following URLs eastcobb-ga omegalearning com

When you launch the services of Omega Private Academy®, you are not permitted to have a separate Center name nor URL to promote these services Franchisee shall have no exclusive right to use the city, state or county name where the Franchised Center is located for purposes of advertising the franchised Center on the Internet Each franchised Center will be assigned a name, which will identify the Center, at the time of the execution of its Lease Franchisee will have the exclusive right to that designated Center name within the System for purposes of Internet key-word advertising **Once identified, no name changes can be made (Franchise Agreement Section 11 5)**

Once a franchisee has been approved to open an Omega Private Academy, it will be provided with 8 free Franchisor assigned "Renweb email addresses" in the following format (center name) teacher(#)@omegalearning com For example, an Omega Private Academy teacher for Omega Learning Center-Douglasville will receive the following email addresses douglasvilleOPAteacher1@omegalearning com, etc There is typically no need for additional email addresses, however, approved additional email addresses beyond the initial 8, can be provided for $50 per year per email address Those fees are not refundable

D Computer System

You must purchase and use any hardware and software programs we designate (Franchise Agreement Section 12 5) Presently, you must purchase a license from us to use the Omega business management software that we and our Affiliate developed specifically for use in Omega Learning® Centers Omega's business management software system, Omega Connect, includes the following three modules e-Tutor, e-Conference, e-Marketing Features include automated center scheduling and billing, library of customer payments and communications, payroll calculation and reporting tool, real time point of sale reporting system integrated with merchant card services, automated tutor correspondences, library of training and management tools, mass email capability, point-of-sale reporting, marketing analytics, remote off site access for franchisee, QuickBooks aligned reporting, and more

The Omega business management software may be unavailable for use due to periodic updating, maintenance, and otherwise This downtime may be cumulatively approximately 10 days per year, but could be longer or shorter depending on the updating and maintenance required, and other factors You will have no right to compensation as a result of this downtime We will not have any liability related to the downtime

The Omega business management software may be unavailable for use due to periodic updating, maintenance, and otherwise This downtime may be approximately 10 days per year, but could be longer or shorter depending on the updating and maintenance required, and other factors You will have no right to compensation as a result of this downtime We will not have any liability related to the downtime

You must also purchase the following hardware and software

Hardware
6-10 Computers
4-8 black and white desktop laser printers
2 desktop color printers (front desk and conference room)
2GB Memory
80GB Hard Drive
i5 Processor
15 ' or larger Flat Panel Monitor
Software
Content Watch- (All center computers)
QuickBooks Pro- (Franchisee access only)
QVinci- (Franchisee access only)
Microsoft Office, including Outlook (required for Front Desk and Conference Room Computers Only)

We may require you to purchase your computer hardware and software from vendors that we specify

The approximate cost of the hardware and software listed in the table above ranges from $4,000 to $5,000 These costs are included in the category of "Office Equipment and Supplies" in Your Estimated Initial Investment chart in Item 7 The license fees we charge to use the Omega business management software include an initial fee of $6,450 and monthly fees of $549 per month that start in the second year of the franchise term The initial fee is included in the category "Omega Business Management Software" in Your Estimated Initial Investment chart in Item 7 The monthly fees are included in the category "Omega Business Management Software License Fees" in the Other Fees chart in Item 6 You must synchronize your QuickBooks to QVinci's standard chart of accounts by the designated day of each month in order to provide Franchisor the access to your previous month's P & L

You do not have to enter into any ongoing maintenance or support agreements for the maintenance of a computer, but you may find it advantageous to do so You may periodically be required to update or upgrade computer hardware and software, if we believe it is necessary We may introduce new requirements or modify our specifications and requirements for computer and point-of-sale systems There are no limits on our rights to do so, except as disclosed in Item 16 We have the right to independently access all information you collect or compile at any time without first notifying you (Franchise Agreement Sections 10 2, 12 5, and 12 6)

You must also purchase a Branded Technology Aided Instruction Package consisting of 4 Omega branded computer tablets and 10 Omega branded mouse pads The current cost of the package is $975 You must purchase the package 60 days prior to the Grand Opening of the Center

E Methods Used to Select the Location of the Franchised Center

If you have a potential site for the franchised center, you may propose the location for our consideration We may consent to the site after we have evaluated it If you do not have a proposed site, we will designate

a geographic area in which you must locate the franchised center and we will furnish you with our general site selection criteria You are solely responsible for locating and obtaining a site that meets our standards and criteria and that is acceptable to us (Franchise Agreement Sections 2 3 and 5 1)

The general site selection and evaluation criteria or factors that we consider in approving your site includes the condition of the premises, demographics of the surrounding area, proximity to other Omega Learning® Centers, proximity to local public and private schools, competitive businesses, lease requirements, traffic patterns, demographic reports, proximity to an anchor tenant, visibility, vehicular and pedestrian access, proximity to major roads, available parking and overall suitability We will provide you with written notice of our approval or disapproval of any proposed site within a reasonable time (usually 30 days) after receiving all requested information If we cannot agree with you on a suitable site for the franchised center within 90 days after you sign the Franchise Agreement, we may terminate the Franchise Agreement (Franchise Agreement Sections 5 1 and 5 2)

You are solely responsible for obtaining all permissions and consents, including all federal, state, county, municipal, and other governmental permissions and consents, to operate the Center and an Omega Private Academy®

F Typical Length of Time Before Operation

We estimate that the typical length of time between the signing of the Franchise Agreement and the opening of the franchise is 180 days Factors that may affect your beginning operations include ability to secure contractors, permits, zoning and local ordinances, weather conditions and delays in installation of equipment and fixtures You are required to open your franchised center and be operational within 240 days after signing the Franchise Agreement (Franchise Agreement Sections 5 4 and 5 6)

G Training

We provide you an initial training program that covers material aspects of the operation of the franchised center The topics covered are listed in the chart below This training is offered on an as needed basis at our headquarters Kennesaw, Georgia, or another location we designate Prior to opening, if you designate a manager or administrator to help you manage your center, it is our recommendation that they complete week three of training with you at our corporate office We do not charge for initial training You must pay for all travel costs and living expenses for yourself and any of your attendees These costs are estimated in Item 7 If you replace or add a designated manager or administrator, they may attend our corporate training program at our corporate You may be charged fees for additional training Our current fees for additional training are described in Item 6 You are responsible for training your own employees and other management personnel This initial training is in addition to the on-site opening assistance we provide to you Your franchised center must at all times be under the day-to-day supervision of a designated administrator, whom may be the franchisee, who has satisfactorily completed our training program After a replacement of the designated manager, he or she has 30 days to complete initial training You are required to hire a handful of tutors, process their background checks, and have them on "stand by" prior to opening, a "certified teacher" to administer the Woodcock Johnson IV tests of Achievement You are responsible for training for tutors and assessors at your center prior to opening Your Field Representative will assist in this training (Section 8)

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Development	20	20	Our headquarters in Kennesaw, Georgia and/or your franchised center
Personnel/Operations	20	20	Our headquarters in Kennesaw, Georgia and/or your franchised center
Marketing/Sales	20	20	Our headquarters in Kennesaw Georgia and/or your franchised center
Personnel/Management	0	40	At your franchised center during the first week of operation (40 hours)

Training will be conducted by Kimberly Smith, CEO and Kathy Keaton, COO Their qualifications are included in Item 2 of this Disclosure Document Ms Smith and Ms Keeton have been involved in all aspects of management and operation of three Omega Learning Centers since 2005

Franchisee must complete the Initial Training Program to Franchisor's satisfaction You must complete the Initial Training Program prior to opening your Center

The training will include information found in the Operations Manual, Omega Connect, power points, handbooks, and training videos, covering all aspects of business operations The training will occur at both our training center and at your location The initial training will be conducted at our National Support Center with training concluding at your franchise location The dates and location of the training will be specified in the Operations Manual

You are required to attend our Yearly Franchisee Meeting for training and collaboration Date and location will be determined each year six months prior to the event These yearly training meetings may be held virtually through an e-Learning Platform Attendance at these programs will be at your expense The current fee to attend the yearly Summer Training Meeting/Convention is $295 for 2 attendees Franchisees are also required to participate in one monthly webinar call Franchisees are required to watch all "Two-Minute Tuesday" email blasts each week Franchisees may also attend optional weekly training and support webinars for marketing and software support

ITEM 12

TERRITORY

You will receive a protected territory "Protected" means that as we will not establish, own, or operate, and that we will not license any other person to establish, own or operate, any other Omega Learning® Center or other substantially similar business within your territory, as long as you are in compliance with the Franchise Agreement

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 The area that you receive (called an "area of primary responsibility" or "area") will be described and depicted in a map attached to the Franchise Agreement We determine the boundaries of the area based on a variety of factors, including, population, median population age, proximity to competitors, proximity to other franchisees, zip codes, and natural, physical or political boundaries A minimum territory will have a population of Eighty

Thousand (80,000) persons and will be defined by US Postal zip codes We use the latest U S Census information to determine the population of a territory We do not have the right to modify your territorial rights We do not grant options, rights of first refusal or similar rights to acquire additional franchises, but we do offer a discounted initial franchise fee for franchisees that acquire an additional franchise The initial franchise fee for a second franchise purchased during the first 5 years of the initial term of the Franchise Agreement is $34,900 payable in a lump sum when you sign the subsequent Franchise Agreement

We reserve the right to establish alternate channels of distribution selling similar services and products This activity may compete with your franchised center We will not compensate you for any sales made in your area through alternate channels of distribution You may not directly market to or solicit customers located inside another franchisee's area of primary responsibility Unless you are advertising cooperatively with another franchisee, you may not advertise in any media primarily circulated within another franchisee's area of primary responsibility

You will operate the franchise from one location that we approve You must receive our permission before relocating If you can no longer use the location due to circumstances beyond your control, including unreasonable lease terms or destruction of the premises, you may be allowed to relocate You may open a second location for your franchised center within the same commercial development or shopping center without the payment of an additional fee to us We must approve the location and the lease in the same manner as your first franchised center location If you attempt to sell your franchised center or transfer your interest from the franchised center to a third party, we may exercise our right of first refusal Subject to your right to open a second location within the same commercial development or shopping center, you do not receive the right to acquire additional franchises within your area of primary responsibility You must meet our qualifications for new franchisees to qualify for an additional franchise location There are no minimum sales quotas As described in detail in Item 11 C 4, if we request, you must combine advertising with other franchises that are located in the market targeted by the advertising

ITEM 13

TRADEMARKS

You receive the right to operate your center under the name, Omega Learning Center®, which is the primary Mark used to identify our System You may also use any other current or future Mark to operate your franchised center that we designate, including the logo on the front of this Disclosure Document and the trademark listed below By "Mark," we mean any trade name, trademark, service mark or logo used to identify your center We have a registration of the following Mark on the U S Patent and Trademark Office ("USPTO") principal register

(REST OF PAGE INTENTIONALLY LEFT BLANK)

Mark	Registration Number	Registration Date
(service mark)	3241724	May 15, 2007
Achieve Success Through Omega Learning (standard character mark)	3380551	February 12, 2008
Omega Private Academy (standard character mark)	3816300	July 13, 2010
Omega Learning (service mark)	4327594	April 30,2013
AIM Tutoring System (standard character mark)	4418018	October 25, 2013
MyStudyStyle (standard character mark)	4682147	February 3, 2015
OutpAce (standard character mark)	5034856	September 6, 2016

Originally, our former Director of Development, Larry M Smith, made application for registration of the above OMEGA LEARNING Mark On September 26, 2007, all rights in the above Mark were assigned to us We have filed this assignment with the USPTO

Currently, we know of no effective material determinations of the USPTO, trademark trial and appeal board, the trademark administrator of the state of Georgia or any court, pending infringement, opposition or cancellation, or pending material litigation involving the Marks We have filed all required affidavits

Other than the above, there are no agreements currently in effect that significantly limit our rights to use or license the use of the Marks in any manner material to the franchise

All of the above Trademarks have been renewed as needed, except for the Word Mark, "Achieve Success Through Omega Learning"

We know of no infringing or prior superior uses that could materially affect the use of the Marks in the state of Georgia or any other state in which the franchised center is to be located

You do not receive any rights to the Marks other than the nonexclusive right to use them in the operation of your franchised center You must follow our rules when you use the Marks You must use the Marks as the sole trade identification of the franchised center You cannot use a name or Mark as part of a corporate name or with modifying words, designs or symbols except for those which we license to you You may not use any Mark in connection with the sale of any unauthorized services or products or in any other manner that we do not authorize in writing You must obtain a fictitious or assumed name registration if required by your state or local law Any unauthorized use of the Marks by you is a breach of the Franchise Agreement and an infringement of our rights in the Marks You must not contest the validity or ownership of the Marks, including any Marks that we license to you after you sign the Franchise Agreement You must not assist any other person in contesting the validity or ownership of the Marks

You must immediately notify us when you learn about an infringement of, or challenge to your use of, any Mark, or any claim by any person of any rights in any Marks, and you must not communicate with any person other than us and our counsel regarding any infringements, challenges or claims unless you are legally required to do so, however, you may communicate with your own counsel at your own expense We will take the action we think appropriate in these situations, we have exclusive control over any settlement or proceeding concerning any Mark You must take any actions that, in the opinion of our counsel, may be advisable to protect and maintain our interests in any proceeding or to otherwise protect and maintain our interests in the Marks

While we are not required to defend you against a claim against your use of our Marks, we will reimburse you for all of your expenses reasonably incurred in any legal proceeding disputing your authorized use of any Mark, but only if you notify us of the proceeding in a timely manner and you have complied with our directions with regard to the proceeding We have the right to control the defense and settlement of any proceeding We will not reimburse you for your expenses and legal fees for separate, independent legal counsel and for expenses in removing signage or discontinuing your use of any Mark We will not reimburse you for disputes where we challenge your use of a Mark

If we require, you must modify or discontinue the use of any Mark and use other trademarks or service marks we designate We do not have to reimburse you for modifying or discontinuing the use of a Mark or for substituting another trademark or service mark for a discontinued Mark If we adopt and use new or modified Marks, you must add or replace equipment, signs, supplies and fixtures, and you must make other modifications we designate as necessary to adapt your franchised center for the new or modified Marks You do not have to spend an amount unreasonably disproportionate to your initial investment during the initial term of the Franchise Agreement to conform your franchised center to changes to the Marks and other System modifications We do not reimburse you for any loss of goodwill associated with a modified or discontinued Mark

You must notify us if you apply for your own trademark or service mark registrations You must not register or seek to register as a trademark or service mark, either with the USPTO or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any of our Marks
You may not advertise on the Internet using, or establish, create or operate an Internet site or website using any domain name containing, the words "Omega Learning® Center" or any variation of "Omega Learning® Center," "Achieve Success Through Omega Learning®", "Omega Private Academy®", "The Last Word in Education®", "AIM Tutoring System®", "MyStudyStyle®", or "OutpAce™" without our prior written consent

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents are material to the franchise We own copyrights in the Operations Manual, our website, our marketing materials and other copyrightable items that are part of the System While we claim copyrights in these and similar items, we have not registered these copyrights with the United States Registrar of Copyrights You may use these items only as we specify while operating the franchised center and you must stop using them if we direct you to do so

We know of no effective determinations of the U S Copyright Office or any court regarding any of our copyrighted materials Our right to use or license copyrighted items is not materially limited by any agreement or known infringing use

We have developed certain trade secrets and other confidential information, including methods of business management, sales and promotion techniques, and know-how, knowledge of, and experience in, operating an Omega Learning® Center We will provide our trade secrets and other confidential information to you during training, in the Operations Manual and as a result of the assistance we furnish you during the term of the franchise You may only use the trade secrets and other confidential information for the purpose of operating your franchised center You may only divulge trade secrets and other confidential information to employees who must have access to it to operate the franchised center You are responsible for enforcing the confidentiality provisions as to your employees

Certain individuals with access to trade secrets or other confidential information are required to sign nondisclosure and non-competition agreements in a form the same as or similar to the Individual Confidentiality Agreement and Individual Covenant Not to Compete attached to the Franchise Agreement We have the right to enforce the agreements

All ideas, concepts, techniques or materials concerning the franchised center and/or the System, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed our sole and exclusive property and a part of the System that we may choose to adopt or disclose to other franchisees, and you hereby assign and agree to assign to us all right, title and interest in any intellectual property so developed Likewise, we will disclose to you concepts and developments of other franchisees that we make part of the System You must also assist us in obtaining intellectual property rights in any concept or development if requested

Your use of the Operations Manual, trade secrets or other confidential information in an unauthorized manner is a default of the Franchise Agreement that may result in automatic termination of the Franchise Agreement Further information about termination of the Franchise Agreement following a default is included in Item 17

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

The franchised center must always be under the direct full-time day-to-day supervision of your designated manager, which is you if you are an individual, or is an individual you select if you are a business entity The designated manager must attend and satisfactorily complete our initial training program at our corporate office before opening the franchised center You must keep us informed at all times of the identity of your designated manager If you are a corporation or other business entity, the designated manager may

be one of your owners or employees If you must replace the designated manager, your replacement must attend and satisfactorily complete our initial training program

As described in Item 14, certain individuals associated with your franchised center must sign the Individual Confidentiality Agreement and Individual Covenant Not to Compete attached to the Franchise Agreement We have the right to enforce the agreements

If you are a corporation or other business entity, anyone who owns a 5% or greater interest in the entity must personally guarantee the performance of all of your obligations under the Franchise Agreement and agree to be personally liable for your breach of the Franchise Agreement by signing the Guaranty of Payment and Performance attached to the Franchise Agreement

You are an independent contractor Neither you nor any employee of yours will in any manner, directly or indirectly, expressly or by implication, be construed to be an employee of ours for any purpose, including any mandated or other insurance coverage or tax, or any form of unemployment compensation, or contributions or requirements related to withholdings imposed, levied, or fixed by any federal, state, city, or other governmental agency

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer the services and products we specify Your center may not be used in its "down time" for any other purpose, or any other business, or to provide any other service other than that which we specify No co-branding is allowed Advertising materials for businesses and services other than those offered by Omega Learning Center are prohibited from physical or virtual display at your center or distribution to your students You may not sell any services or products that we have not authorized and you must discontinue offering any services or products that we may disapprove We may take action, including terminating your franchised center, if you purchase or sell unapproved products or make purchases from unapproved suppliers We may periodically change required or authorized services or products, as described in Operations Manual updates There are no limits on our right to do so, except that your investment required to change required or authorized services or products will not be unreasonably disproportionate to your original investment

Periodically, we may allow certain services or products that are not otherwise authorized for general use as a part of the System to be offered locally or regionally based on factors as we determine, including test marketing, your qualifications, and regional or local differences Unless the customer initiates contact with you, you may not provide goods or services to a customer who resides outside of your area of primary responsibility Otherwise, we do not place restrictions on you with respect to who may be a customer of your franchised center

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

Provision	Section in Franchise or Other Agreement	Summary
a Length of the franchise term	Section 4 1	The initial term is 10 years
b Renewal or extension of the term	Section 4 2	You may renew for 3 additional terms of 5 years each If you fail to meet any one of the conditions in (c) below, we may refuse to renew or extend the terms of your Franchise Agreement
c Requirements for franchisee to renew or extend	Section 4 2	You may renew the Franchise Agreement if you have fully complied with the provisions of the Franchise Agreement, have the right to maintain possession of the approved location or an approved substitute location for the term of the renewal, have made capital expenditures as necessary to maintain uniformity with the System have satisfied all monetary obligations owed to us, are not in default of any provision of the Franchise Agreement or any other agreement with us, have given timely written notice of your intent to renew, sign a current Franchise Agreement, the terms of which may differ substantially, comply with current training requirements, pay the renewal fee, and sign a general release in a form the same as or similar to the General Release attached to the Franchise Agreement
d Termination by franchisee	Section 16 1	You may terminate the Franchise Agreement if you are in compliance with it and we materially breach it and we fail to begin to cure our breach within 30 days of receiving your written notice
e Termination by franchisor without cause	None	We cannot terminate the Franchise Agreement without cause
f Termination by franchisor with cause	Section 16 2	We may terminate the Franchise Agreement only if you default If we terminate the Franchise Agreement following a default, your interest in the franchise will terminate
g 'Cause ' defined – curable defaults	Section 16 2	If a default arises from your failure to comply with a mandatory specification in the Franchise Agreement or Operations Manual, you can avoid termination of the Franchise Agreement if you cure the default within 30 days of receiving our notice of default except for the defaults below that require cure in a shorter time and non-curable defaults in (h) below If a default arises from your failure to maintain insurance, you can avoid termination of the Franchise Agreement if you cure the default within 10 days of receiving our notice of your failure to maintain insurance If a default arises from your failure to make payments due to us, you can avoid termination of the Franchise Agreement if you cure the default within 5 days of receiving our notice of default If a default arises from your failure to respond to our communications, you can avoid termination of the Franchise Agreement if you cure the default within 1 day of receiving our notice of default If we terminate the Franchise Agreement following a default, your interest in the franchise will terminate

h 'Cause' defined –non-curable defaults	Section 16 2	We have the right to terminate the Franchise Agreement without giving you an opportunity to cure if you fail to timely select an approved site for or establish, equip and begin operations of the franchised center, fail to have your designated manager satisfactorily complete training, made a material misrepresentation or omission in the application for the franchise, are convicted of or plead no contest to a felony or other crime or offense likely to affect the reputation of either party or the franchised center after notice to cure, fail to refrain from activities, behavior or conduct likely to adversely affect the reputation of either party or the franchised center, use the Operations Manual, trade secrets or other confidential information in an unauthorized manner, if required, fail to have the persons we specify sign nondisclosure and non-competition agreements or, if requested, fail to provide us with copies of all signed nondisclosure and non competition agreements, abandon the franchised center for 5 or more consecutive days, surrender or transfer control of the franchised center in an unauthorized manner, fail to maintain the franchised center under the supervision of a designated manager following your death or disability, submit reports on 2 or more separate occasions understating any amounts due by more than 3%, are adjudicated bankrupt, insolvent or make a general assignment for the benefit of creditors misuse or make unauthorized use of the Marks, fail on 2 or more occasions within any 12 months to submit reports or records or to pay any fees due us or any Affiliate, fail on 2 or more occasions within any 12 months to report earnings in Omega Connect at the Point of Sale, fail on 2 or more occasions within any 12 months to sync QuickBooks with QVnci, failure on 2 or more occasions to comply with an ongoing training requirement by the prescribed deadline, failure on 2 or more Quarterly Marketing Reports to fulfill local marketing requirement with receipts, continue to violate any health, safety or other laws or operate the franchised center in a manner creating a health or safety hazard to customers, employees or the public, take any action reserved to us, fail to comply with applicable law after notice, repeatedly breach the Franchise Agreement or comply with specifications, or default under any other agreement with us (or an Affiliate) so that we (or the Affiliate) have the right to terminate the agreement
i Franchisee's obligations on termination/ nonrenewal	Section 17 1	If the Franchise Agreement is terminated or not renewed, you must stop operating the franchised center, stop using any trade secrets confidential information the System and the Marks if requested assign your interest in the franchise location to us, cancel or assign to us any assumed names, pay all sums owed to us including damages and costs incurred in enforcing the Franchise Agreement, return the Operations Manual, trade secrets and all other confidential information, assign your internet access, telephone and facsimile numbers to us, comply with the covenants not to compete and any other surviving provisions of the Franchise Agreement
j Assignment of contract by franchisor	Section 18 1	There are no restrictions on our right to assign our interest in the Franchise Agreement
k "Transfer' by franchisee – defined	Section 18 2	"Transfer" includes transfer of an interest in the franchise the Franchise Agreement, the approved location, the franchised center's assets
l Franchisor approval of transfer by franchisee	Section 18 2	You may not transfer your interest in any of the items listed in (k) above without our prior written consent
m Conditions for franchisor approval of transfer	Section 18 2	We will consent to a transfer if we have not exercised our right of first refusal, all obligations owed to us are paid, including all royalties, GMF contributions, and late fees, you and the transferee have signed a general release in a form the same as or similar to the General Release attached to the Franchise Agreement the

		prospective transferee meets our business and financial standards, the transferee and all persons owning any interest in the transferee sign the then current Franchise Agreement, you provide us with a copy of all contracts and agreements related to the transfer, you or the transferee pay a transfer fee of the greater of $15,000 or 35% of the then-current Initial Franchise Fee, the transferee or the owners of transferee have agreed to be personally bound by all provisions of the Franchise Agreement, you have agreed to guarantee performance by the transferee, if requested by us, the transferee has obtained all necessary consents and approvals of third parties, you or all of your equity owners have signed a non-competition agreement in a form the same as or similar to the Nondisclosure and Non-Competition attached to the Franchise Agreement and the transferee has agreed that its designated manager will complete the initial training program before assuming management of the franchised center
n Franchisor's right of first refusal to acquire franchisee's business	Section 19	We may match an offer for your franchised center or an ownership interest you propose to sell
o Franchisor's option to purchase franchisee's business	Section 17 4	Except as described in (n) above, we do not have the right to purchase your franchised center, however, during the 30-day period after the termination or expiration of the Franchise Agreement we have the right to purchase any assets of the franchised center for book value
p Death or disability of franchisee	Section 18 6	Following the death or incapacity of an owner of the franchised center or the death or incapacity of any holder of a legal or beneficial interest in the franchised center, your or his or her representative must transfer, subject to the terms of the Franchise Agreement, the individual's interest in the franchised center within 180 days of death or incapacity or we may terminate the Franchise Agreement
q Non-competition covenants during the term of the franchise	Section 7 3	You and the individuals we specify are prohibited from attempting to divert any business or customer of the franchised center to a competitive business or causing injury or prejudice to the Marks or the System, owning or working for a competitive business
r Non-competition covenants after the franchise is terminated or expires	Section 17 2	For 2 years after the termination or expiration of the Franchise Agreement, you and the other individuals we specify are prohibited from owning or working for a competitive business operating within the area of primary responsibility or soliciting or influencing any of our customers, employees or business associates to compete with us or terminate their relationship with us
s Modification of the agreement	Section 9 2, 22 7 and 22 8	The Franchise Agreement can be modified only by written agreement between you and us We may modify the Operations Manual without your consent
t Integration/merger clause	Section 22 7	Only the terms of the Franchise Agreement are binding Any other promises may not be enforceable Nothing in the Franchise Agreement or in any related agreement is intended to disclaim the representations made on the franchise disclosure document
u Dispute resolution by arbitration or mediation	Section 23 7	Except for claims relating to the Marks, trade secrets, confidential information and covenants not to compete, and subject to state law, all disputes must be arbitrated in Cobb County, Georgia
v Choice of forum	Section 23 2	Subject to state law, any litigation must be pursued in courts located in Cobb County, Georgia

w Choice of law	Section 23 1	Subject to state law, Georgia law applies, except that disputes over the Marks will be governed by the United States Trademark Act of 1946 (Lanham Act, 15 U S C Sec 1051 *et seq*) and disputes over copyrights will be governed by federal copyright laws of the United States

ITEM 18

PUBLIC FIGURES

We do not provide or promise any compensation or other benefit to a public figure arising from either the use of the public figure in our name or symbol. We do not provide or promise any compensation or other benefit to a public figure arising from the public figure's endorsement or recommendation of our franchise to prospective franchisees No public figure is involved in any management or control over us No public figure has any investment in us

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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

Table No 1 below shows historical gross revenue results for the nine (9) Centers that were open and operating for at least one (1) complete calendar year during the period, January 1, 2011 through December 31, 2016 (the "Sample Period") These centers are listed in the order of the center opening Gross Revenue is not provided for any Center that was not open for the entire twelve (12) month period during any calendar year There were eleven (11) operating Centers

(REST OF PAGE INTENTIONALLY LEFT BLANK)

Table No 1 – Gross Revenue

	2016	2015	2014	2013	2012	2011
Acworth, GA[1]	$767,931	$710,961	$754,052	$855,524	$835,091	$739,159
Chesterfield, VA	332,790	355,772	371,806	333,709	267,577	314,322
Douglasville, GA	949,983	920,688	892,851	745,709	618,919	426,827
East Cobb, GA	318,506	384,517	440,727	363,719	236,498	116,168
Indian Hills, GA	131,304	108,196	59,483	X	X	X
Lake Norman, NC	194,006	241,351	240,720	125,204	X	X
South Forsyth, GA	266,467	237,096	159,624	X	X	X
South Hills, PA	39,360	X	X	X	X	X
West Kendall, FL (Miami, FL)	358,173	247,493	X	X	X	X

Notes to Table No 1

1 The Acworth Center shown in this Financial Performance Representation was an affiliate-owned Center that was sold to a franchisee during 2013

Table No 2 shows the Gross Profit Margin of each Center shown in Table No 1 We use the term "Gross Profit" to mean Gross Revenue minus Costs of Goods Sold We use the term "Cost of Goods Sold" ("COGS") to mean the following (a) hourly compensation to tutors, (b) hourly compensation paid to Omega Private Academy® teachers, if applicable, and (c) cost of curriculum and standardized testing materials for Omega Private Academy® students The following represents the Gross Profit Margin results for the nine (9) centers operating during the entire calendar year 2016

Table No 2 – Gross Profit Margin

	2016
Acworth, GA	68%
Miami, Florida	87%
Chesterfield,VA	73%
Douglasville, GA	67%
East Cobb, GA	90%
Indian Hills, GA	86%
Lake Norman, NC	79%
South Forsyth, GA	84%
South Hills, PA	93%
Average Gross Profit Margin for Centers Listed	81%
Median Gross Profit Margin for Centers Listed	80%

The Cost of Goods (COG) is a franchisee's largest variable expense, therefore, we are providing you with this information You will incur other standard expenses in the operation of your franchised center, including rent, royalty and other payments to the franchisor in addition to the COGS

Your individual financial results are likely to differ materially from the results stated in this Item 19 There is no assurance that your center will do as well Your results are likely to vary with national, regional, and local economic or market conditions that may affect, among other things, labor and payroll expenses, advertising and promotional expenses, and demand You should conduct your own independent evaluation of the amounts you may earn from the operation of your Omega Learning Center

Some outlets have earned the amounts listed above Your individual results may differ

We will make written substantiation for these financial performance representations available to you on your reasonable request

ITEM 20
OUTLETS AND FRANCHISE INFORMATION

ITEM 20 TABLE NO 1

SYSTEMWIDE OUTLET SUMMARY
FOR YEARS 2014 TO 2016

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2014	11	12	+1
	2015	12	13	+1
	2016	13	12	-1
Company-Owned	2014	1	0	-1
	2015	0	0	0
	2016	0	0	0
Total	2014	12	12	0
	2015	12	13	+1
	2016	13	12	-1

ITEM 20 TABLE NO 2
TRANSFERS OF OUTLETS FROM FRANCHISEES
TO NEW OWNERS (OTHER THAN THE FRANCHISOR)
FOR YEARS 2014 TO 2016

State	Year	Number of Transfers
GA	2014	1
	2015	1
	2016	0
Total	2014	1
	2015	1
	2016	0

ITEM 20 TABLE NO 3
STATUS OF FRANCHISED OUTLETS
FOR YEARS 2014 TO 2016

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations -Other Reasons	Outlets at the End of the Year
Colorado	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	1	0	0	0	0	1
Florida	2014	0	0	0	0	0	0	0
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
Georgia	2014	8	1	0	0	1	0	8
	2015	9	0	0	0	0	0	9
	2016	9	0	3	0	0	0	6
North Carolina	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
PA	2014	0	0	0	0	0	0	0
	2015	0	1	0	0	0	0	1
	2016	1	0	0	0	0	0	1
South Carolina	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	1	0	0	0	0	1
Tennessee	2014	1	1	0	0	0	0	1
	2015	1	0	0	0	0	1	0
	2016	0	0	0	0	0	0	0
Virginia	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
Totals	2014	11	2	0	0	1	0	12
	2015	12	1	0	0	0	0	13
	2016	13	2	3	0	0	0	12

ITEM 20 TABLE NO 4
STATUS OF COMPANY-OWNED OUTLETS
FOR YEARS 2014 TO 2016

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at the End of the Year
Georgia	2014	1	0	0	0	1	0
	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0
Totals	2014	1	0	0	0	1	0
	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0

ITEM 20 TABLE NO 5
PROJECTED OPENINGS AS OF DECEMBER 31, 2016

State	Franchise Agreements Signed But Outlet Not Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company Owned Outlets in the Next Fiscal Year
California	0	1	0
Colorado	0	1	0
Florida	1	1	0
Georgia	0	1	0
New York	0	1	0
North Carolina	0	1	0
Pennsylvania	0	1	0
South Carolina	0	1	0
Virginia	0	1	0
Total	1	9	0

Attached to this Disclosure Document as Exhibit E is a listing of the names of all current franchisees and the address and telephone number of each of their Franchised Businesses Exhibit E-2 contains a list of any Franchisees that we have terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently-completed fiscal year We have no franchisees that have not communicated with us within 10 weeks of the date of this Disclosure Document If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system

No franchisees have signed confidentiality clauses during our last three fiscal years, other than the standard provisions in the Franchise Agreement that protect the confidentiality of our confidential information and the secrecy of our trade secrets

We do not know of any trademark-specific franchisee organization associated with the System

ITEM 21

FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit E is our balance sheet for our fiscal years ended December 31, 2016, and December 31, 2015, together with our statements of operations, members' equity, and cash flows for our fiscal years ended December 31, 2015, December 31, 2015, and December 31, 2015

Our fiscal year ends on December 31

No affiliate guarantees our obligations

ITEM 22

CONTRACTS

The following agreements are in use in your state for the franchise offering described in this Disclosure Document

Agreement	Exhibit
Franchise Agreement	Exhibit C to Disclosure Document
Confidentiality Agreement, Individual Confidentiality Agreement	Exhibit 1 to Franchise Agreement
Covenant Not to Compete, Individual Covenant Not to Compete	Exhibit 2 to Franchise Agreement
Guaranty of Payment and Performance	Exhibit 3 to Franchise Agreement
Software License Agreement	Exhibit 5 to Franchise Agreement
Form of General Release	Exhibit 7 to Franchise Agreement
Franchisee Disclosure Questionnaire	Exhibit G to Disclosure Document

ITEM 23

RECEIPT

The last two pages of this Disclosure Document (Exhibit H) are detachable documents acknowledging that you received this Disclosure Document You must sign each Receipt If you are missing these Receipts, please contact us at this address, telephone number, or email

Omega Learning® Franchisor
Palladian Office Park
5150 Stilesboro Rd
Building 400, Suite 410
Kennesaw, GA 30152
Phone (770) 422-3510
Email Franchise@omegalearning com

EXHIBIT A

OMEGA LEARNING® CENTER FRANCHISOR, LLC

STATE REGULATIONS AND REQUIREMENTS ADDENDUM

STATE REGULATIONS AND REQUIREMENTS ADDENDUM

The following are additional disclosures for our Multistate Franchise Disclosure Document Various state franchise laws require us to make these additional disclosures These additional disclosures will not apply to you unless you meet the jurisdictional requirements of the applicable state franchise registration and disclosure law independently without reference to these additional disclosures These disclosures supplement our Disclosure Document and supersede any conflicting information contained in the main body of the Disclosure Document

FOR THE STATE OF CALIFORNIA

1 THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT

2 Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise

You must sign a general release if you renew or transfer your franchise California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516) Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043)

Neither the franchisor, any person or franchise broker 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 the association or exchange

3 Item 17 of the Disclosure Document is amended to add the following

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

The Franchise Agreement provides for termination upon bankruptcy This provision may not be enforceable under federal bankruptcy law (11 U S C A Sec 101 *et seq*)

The Franchise Agreement contains a covenant not to compete that extends beyond the term of the agreement This provision might not be enforceable under California law

The Franchise Agreement requires litigation to be conducted in a court located outside of the State of California This provision might not be enforceable for any cause of action arising under California law

The Franchise Agreement requires application of the laws of a state other than the State of California This provision might not be enforceable under California law

The Franchise Agreement contains a liquidated damages clause Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable

The Franchise Agreement requires binding arbitration The arbitration will occur at the forum indicated in Item 17 with the costs being borne by the non-prevailing party Prospective franchisees are encouraged to consult legal counsel to determine the applicability of California and federal laws (including Business and Professions Code Section 20040 5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside the State of California

4 Item 19 of the Disclosure Document is amended to add the following

The earnings claims figures do not reflect the costs of sales, operating expensed or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised business Franchisees or former franchisees listed in the disclosure document may be one source of this information

The following URL address is for the franchisor's website

www omegalearning com, www omegafranchise com

FRANCHISOR'S WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www corp ca gov

FOR THE STATE OF CONNECTICUT

1 Item 3 is amended to read as follows

Neither the Franchisor nor any person identified in Items 1 or 2 above has any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) pending against him alleging a violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, business opportunity law, securities law, misappropriation of property or comparable allegations

Neither the Franchisor nor any other person identified in Items 1 or 2 above has during the ten (10) year period immediately preceding the date of this Disclosure Document, been convicted of a felony or pleaded nolo contendere to a felony charge or been held liable in any civil action by final judgment, or been the subject of any material complaint or other legal proceeding where a felony, civil action, complaint or other legal proceeding involved violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, business opportunity law, securities law, misappropriation of property or comparable allegations or which was brought by a present or former purchaser-investor or which involves or involved the business opportunity relationship

Neither the Franchisor nor any person identified in Items 1 or 2 above is subject to any currently effective injunctive or restrictive order or decree relating to the franchise, or under any federal, state or Canadian franchise, securities, business opportunity, antitrust, trade regulation or trade practice law as a result of concluded or pending action or proceeding brought by a public agency, or is a party to a proceeding currently pending in which an order is sought, relating to or affecting

business opportunity activities or the seller-purchaser-investor relationship, or involving fraud, including but not limited to, a violation of any business opportunity law, franchise law, securities law or unfair or deceptive practices law, embezzlement, fraudulent conversion, misappropriation of property or restraint of trade

Neither Company nor any person identified in Item 2 above 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) suspending or expelling these persons from membership in the association or exchange

FOR THE STATE OF HAWAII

1 The Franchise Agreement has been amended as follows

The Hawaii Franchise Investment Law provides rights to the franchisee concerning non-renewal, termination and transfer of the Franchise Agreement If the Franchise Agreement, and more specifically, Sections 4 2, 16 2 and 18, contains a provision that is inconsistent with the Hawaii Franchise Investment Law, the Hawaii Franchise Investment Law will control

Sections 4 2 9, 18 2 3 and 18 2 6 of the Franchise Agreement require franchisee to sign a general release as a condition of renewal or transfer of the franchise and Sections 5 2, 5 5 and 8 3 require franchisee to sign a general release as a condition to receiving a refund of a portion of the franchise fee following a termination of the franchise, this release shall exclude claims arising under the Hawaii Franchise Investment Law

Section 16 2 1 12 of the Franchise Agreement, which terminates the Franchise Agreement upon the bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U S C Section 101, et seq)

2 The Receipt Pages are amended to add the following

THIS FRANCHISE WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT AND THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE

FOR THE STATE OF ILLINOIS

1 For choice of law purposes, and for the interpretation and construction of the Franchise Agreement, the Illinois Franchise Disclosure Act, 815 ILCS 705 governs

2 No action for liability under the Illinois Franchise Disclosure Act shall be maintained unless brought before the expiration of 3 years after the act or transaction constituting the violation upon which it is based, the expiration of 1 year after the franchisee becomes aware of facts or

circumstances reasonably indicating that he may have a claim for relief in respect to conduct governed by the Act, or 90 days after delivery to the franchisee of a written notice disclosing the violation, whichever shall first expire

3 Illinois law governs the Franchise Agreement (without regard to conflict of laws), and jurisdiction and venue for court litigation shall be in Illinois

4 Any provision in the Franchise Agreement requiring a general release is void if the provision requires a waiver of compliance with the Illinois Franchise Disclosure Act

5 Any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside the State of Illinois is void

6 Item 17 of the Disclosure Document is amended to add the following

The conditions under which a franchise can be terminated and your rights upon non-renewal, as well as the application by which you must bring any claims, may be affected by Sections 705/19 and 20 of the Illinois Franchise Disclosure Act of 1987, 815 ILCS 705/19 and 705/20

The Illinois Franchise Disclosure Act provides that any provision in the Franchise Agreement which designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois

FOR THE STATE OF INDIANA

1 Item 8 of the Disclosure Document is amended to add the following

Under Indiana Code Section 23-2-2 7-1(4), the franchisor will not obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted by the franchisee

2 Items 6 and 9 of the Disclosure Document are amended to add the following

The franchisee will not be required to indemnify franchisor for any liability imposed upon franchisor as a result of franchisee's reliance upon or use of procedures or products that were required by franchisor, if the procedures or products were utilized by franchisee in the manner required by franchisor

3 Item 17 of the Disclosure Document is amended to add the following

Indiana Code 23-2-2 7-1(7) makes unlawful unilateral termination of a franchise unless there is a material violation of the Franchise Agreement and termination is not in bad faith

Indiana Code 23-2-2 7-1(5) prohibits a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Law

Item 17(r) is amended subject to Indiana Code 23-2-2 7-1(9) to provide that the post-term non-competition covenant shall have a geographical limitation of the territory granted to Franchisee

Item 17(v) is amended to provide that Franchisees will be permitted to commence litigation in Indiana for any cause of action under Indiana Law

Item 17(w) is amended to provide that in the event of a conflict of law, Indiana Law governs any cause of action that arises under the Indiana Disclosure Law or the Indiana Deceptive Franchise Practices Act

FOR THE STATE OF MARYLAND

1 Item 17 of the Disclosure Document is amended to add the following

Under the Maryland Franchise Registrations and Disclosure Law, Md Code Ann Bus Reg §14-201 et seq , no general release shall be required as a condition of renewal, termination and/or transfer that is intended to exclude claims under the Maryland Franchise Registration and Disclosure Law

Any litigation between Franchisee and Franchisor may be instituted in any court of competent jurisdiction, including a court in the State of Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise

In the event of a conflict of laws if required by the Maryland Franchise Registration and Disclosure Law, Maryland law shall prevail

The Franchise Agreement provides for termination upon bankruptcy This provision may not be enforceable under federal bankruptcy law (11 U S C Section 101, *et seq*)

2 Exhibit G to the Disclosure Document is amended as follows

Any portion of the Disclosure Questionnaire which requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts would constitute a violation of the Maryland Franchise Registration and Disclosure Law Any of these representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law

FOR THE STATE OF MICHIGAN

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

(A) A PROHIBITION OF THE RIGHT OF A FRANCHISEE TO JOIN AN ASSOCIATION OF FRANCHISEES

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

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

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

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

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

(G) A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT A TRANSFER OF OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE THIS

SUBDIVISION DOES NOT PREVENT A FRANCHISOR FROM EXERCISING A RIGHT OF FIRST REFUSAL TO PURCHASE THE FRANCHISE GOOD CAUSE SHALL INCLUDE, BUT IS NOT LIMITED TO

(i) THE FAILURE OF THE PROPOSED TRANSFEREE TO MEET THE FRANCHISOR'S THEN CURRENT REASONABLE QUALIFICATION OR STANDARDS

(ii) THE FACT THAT THE PROPOSED TRANSFEREE IS A COMPETITOR OF THE FRANCHISOR OR SUBFRANCHISOR

(iii) THE UNWILLINGNESS OF THE PROPOSED TRANSFEREE TO AGREE IN WRITING TO COMPLY WITH ALL LAWFUL OBLIGATIONS

(iv) THE FAILURE OF THE FRANCHISEE OR PROPOSED TRANSFEREE TO PAY ANY SUMS OWING TO THE FRANCHISOR OR TO CURE ANY DEFAULT IN THE FRANCHISE AGREEMENT EXISTING AT THE TIME OF THE PROPOSED TRANSFER

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

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

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 THE ATTORNEY GENERAL'S DEPARTMENT FOR THE STATE OF MICHIGAN, CONSUMER PROTECTION DIVISION, FRANCHISOR SECTION, 670 LAW BUILDING, 525 W OTTAWA STREET, LANSING, MICHIGAN 48913, 517-373-7117

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
FRANCHISE AND ANTITRUST UNIT
P O BOX 30215
LANSING, MI 48909
(517) 373-7117

FOR THE STATE OF MINNESOTA

1 Item 13 of the Disclosure Document is amended as follows

As required by the Minnesota Franchise Act, Minn Stat Sec 80C 12(g), we will reimburse you for any costs incurred by you in the defense of your right to use the marks, so long as you were using the marks in the manner authorized by us, and so long as we are timely notified of the claim and given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim

2 Item 17 of the Disclosure Document is amended as follows

With respect to franchises governed by Minnesota law, we will comply with Minn Stat Sec 80C 14, Subds 3, 4 and 5, which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Agreement

Item 17 shall not provide for a prospective general release of claims against us that may be subject to the Minnesota Franchise Law Minn Rule 2860 4400D prohibits a franchisor from requiring a franchisee to assent to a general release

Minn Stat §80C 21 and Minn Rule 2860 4400J 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

FOR THE STATE OF NEW YORK

1 The following information is added to the cover page of the Franchise Disclosure Document

INFORMATION COMPARING FRANCHISORS IS AVAILABLE CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271 THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN

THE FRANCHISE DISCLOSURE DOCUMENT HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT

2 The following is added at the end of Item 3

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark

A No such party has an administrative, criminal or civil action pending against that person alleging a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations

B No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations

C No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging violation of a franchise, antifraud, or securities law, fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations

D No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange, or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent

3 The following is added to the end of Item 4

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular (a) filed as debtor (or had filed against it) a petition to start an action under the U S Bankruptcy Code, (b) obtained a discharge of its debts under the bankruptcy code, or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U S Bankruptcy Code or that obtained a discharge of its debts under the U S Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership

4 The following is added to the end of Item 5

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion

5 The following is added to the end of the "Summary" sections of Item 17(c), titled **"Requirements for franchisee to renew or extend,"** and Item 17(m), entitled **"Conditions for franchisor approval of transfer"**

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force, it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687 4 and 687 5 be satisfied

6 The following language replaces the "Summary" section of Item 17(d), titled **"Termination by franchisee"**

You may terminate the agreement on any grounds available by law

7 The following is added to the end of the "Summary" section of Item 17(j), titled **"Assignment of contract by franchisor",**

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement

8 The following is added to the end of the "Summary" sections of Item 17(v), titled **"Choice of forum",** and Item 17(w), titled **"Choice of law"**

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York

FOR THE STATE OF NORTH DAKOTA

1 Item 5 of the Disclosure Document is amended by the addition of the following language to the original language

Refund and cancellation provisions will be inapplicable to franchises operating under North Dakota Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17 If franchisor elects to cancel this Franchise Agreement, franchisor will be entitled to a reasonable fee for its evaluation of you and related preparatory work performed and expenses actually incurred

2 Item 6 of the Disclosure Document is amended to add the following

No consent to termination or liquidated damages shall be required from franchisees in the State of North Dakota

3 Item 17 of the Disclosure Document is amended to add the following

No general release shall be required as a condition of renewal termination and/or transfer that is intended to exclude claims arising under North Dakota Law

In the case of any enforcement action, the prevailing party is entitled to recover all costs and expenses including attorneys' fees

The Franchise Agreement is amended to state that the statute of limitations under North Dakota Law will apply

Items 17(i) and 17(q) are amended to state that covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law

Item 17(v) is amended to state a provision requiring litigation to be conducted in a forum other than North Dakota is void with respect to claims under North Dakota Law

Item 17(w) is amended to state in the event of a conflict of laws, North Dakota Law will control

FOR THE STATE OF RHODE ISLAND

Item 17 of the Disclosure Document is amended to add the following

The Rhode Island Franchise Investment Act, R I Gen Law Ch 395 Sec 19-28 1-14 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 the Rhode Island Franchise Investment Act

Any general release as a condition of renewal, termination or transfer will be void with respect to claims under the Rhode Island Franchise Investment Act

FOR THE COMMONWEALTH OF VIRGINIA

Please consider the following RISK FACTOR before you buy this franchise

The following statements are added to Item 17

Pursuant to Section 13 1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise If any provisions of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable

FOR THE STATE OF WASHINGTON

Item 17 of the Disclosure Document is amended to add the following

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19 100 RCW shall prevail

A general release or waiver of rights signed by you will not include rights under the Washington Franchise Investment Protection Act

Provisions that unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act including the right to a jury trial may not be enforceable

Transfer fees are collectable if they reflect our reasonable estimated or actual costs in effecting a transfer

The Franchise Agreement requires any litigation to be conducted in a state other than Washington, the requirement shall not limit any rights Franchisee may have under the Washington Franchise Investment Protection Act to bring suit in the State of Washington

FOR THE STATE OF WISCONSIN

Item 17 of the Disclosure Document is amended to add the following

The Wisconsin Fair Dealership Law Title XIV-A Ch 135, Section 135 01-135 07 may affect the termination provision of the Franchise Agreement

EXHIBIT B

OMEGA LEARNING® CENTER FRANCHISOR, LLC

STATE ADMINISTRATORS
AND
AGENTS AUTHORIZED TO RECEIVE
SERVICE OF PROCESS

STATE ADMINISTRATORS

State Administrators

We intend to register this Disclosure Document as a "franchise" or "business opportunity" in some or all of the following states, in accordance with the applicable state law If and when we pursue franchise or business opportunity registration (or otherwise comply with the franchise investment or business opportunity laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises or business opportunities in that state

California	Department of Business Oversight 1 Sansome, Suite 600 San Francisco, California 94104 (415) 972-8559
Florida	Department of Agriculture and Consumer Services Division of Consumer Services Second Floor, Mayo Building 407 South Calhoun Street Tallahassee, Florida 32399 (850) 922-2770
Hawaii	Hawaii Commissioner of Securities Business Registration Division 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2744
Illinois	Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois 62706 (217) 782-4465
Indiana	Indiana Secretary of State Indiana Securities Division Franchise Section 302 W Washington Street, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681
Maryland	Office of the Attorney General Maryland Division of Securities 200 St Paul Place Baltimore, Maryland 21202-2020 (410) 576-7042

Michigan	Michigan Department of the Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, Michigan 48913 (517) 373-7117
Minnesota	Minnesota Department of Commerce Commissioner of Commerce 85 7th Place, Suite 500 St Paul, Minnesota 55101 (651) 296-4026
Nebraska	Nebraska Department of Banking & Finance Commerce Court 1230 "O" Street, Suite 400 P O Box 95006 Lincoln, Nebraska 68509-5006 (402) 471-3445
New York	Office of the New York State Attorney General Investor Protection Bureau Franchise Section 120 Broadway, 23rd Floor New York, New York 10271-0332 (212) 416-8236 Phone (212) 416-6042 Fax
North Carolina	Business Opportunities Department of the Secretary of State P O Box 29622 Raleigh, North Carolina 27626 (919) 807-2156
North Dakota	North Dakota Securities Department 600 East Boulevard Avenue State Capitol - 5th Floor Bismarck, North Dakota 58505 (701) 328-4712
Oklahoma	Oklahoma Department of Securities Suite 860, First National Center 120 North Robinson Oklahoma City, Oklahoma 73102 (405) 280-7700
Oregon	Department of Consumer and Business Services Division of Finance Labor and Industries Building Salem, Oregon 97310 (503) 378-4140

Rhode Island	Department of Business Regulation Division of Securities 233 Richmond Street, Suite 232 Providence, Rhode Island 02903-4232 (401) 277-3048
South Carolina	South Carolina Secretary of State Business Opportunities Administration Edgar Brown Building 1205 Pendleton Street, Suite 525 Columbia, South Carolina 29201 (803) 734-1728
South Dakota	Department of Labor and Regulation Division of Securities 124 S Euclid, Suite 104 Pierre, SD 57501
Texas	Secretary of State Statutory Document Section P O Box 12887 Austin, Texas 78711 (512) 475-1769
Virginia	State Corporation Commission Division of Securities and Retail Franchising 1300 E Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
Washington	Securities Administrator Department of Financial Institutions Securities Division 150 Israel Road Tumwater, Washington 98501 (360) 902-8760
Wisconsin	Wisconsin Division of Securities Department of Financial Institutions P O Box 1768 Madison, Wisconsin 53701 (608) 266-8559

AGENTS AUTHORIZED TO RECEIVE SERVICE OF PROCESS

Our agent for the service of process in Georgia is

Kimberly Smith
Omega Learning® National Support Center
Palladian Office Park
5150 Stilesboro Rd
Building 400, Suite 410
Kennesaw, GA 30152

We intend to register this Disclosure Document as a "franchise" or "business opportunity" in some or all of the following states, in accordance with the applicable state law If and when we pursue franchise or business opportunity registration (or otherwise comply with the franchise investment or business opportunity laws) in these states, we will designate the following state offices or officials as our agent for service of process in those states

California	Department of Business Oversight 1 Sansome, Suite 600 San Francisco, California 94104 (415) 972-8559
Hawaii	Hawaii Commissioner of Securities Business Registration Division 335 Merchant Street, Room 203 Honolulu, Hawaii 96813
Illinois	Illinois Attorney General 500 South Second Street Springfield, Illinois 62706
Indiana	Secretary of State of Indiana 201 Statehouse 200 West Washington Street Indianapolis Indiana 46204
Maryland	Maryland Securities Commissioner 200 St Paul Place Baltimore, Maryland 21202-2020
Michigan	Michigan Department of Commerce Corporation and Securities Bureau 6546 Mercantile Way Lansing, Michigan 48910
Minnesota	Commissioner of Commerce of Minnesota Commissioner of Commerce 85 7th Place, Suite 500 St Paul, Minnesota 55101

New York	New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492
North Carolina	The Secretary of State State of North Carolina 300 North Salisbury Street Raleigh, North Carolina 27603
North Dakota	North Dakota Securities Commissioner 600 East Boulevard Avenue State Capitol - 5th Floor Bismarck, ND 58505
Oklahoma	Administrator of the Oklahoma Department of Securities Suite 860, First National Center 120 North Robinson Oklahoma City, OK 73102
Oregon	Director Department of Insurance and Finance 700 Summer Street, N E Suite 120 Salem, Oregon 97310
Rhode Island	Director of Department of Business Regulation 233 Richmond Street Suite 232 Providence, Rhode Island 02903-4232
South Dakota	Department of Labor and Regulation Division of Securities 124 S Euclid, Suite 104 Pierre, SD 57501
Virginia	Clerk of the State Corporation Commission 1300 East Main Street Richmond, Virginia 23219
Washington	Securities Administrator Washington Department of Financial Institutions Securities Division 150 Israel Road Tumwater, Washington 98501

Wisconsin	Wisconsin Commissioner of Securities 345 West Washington Avenue Fourth Floor Madison, Wisconsin 53703

EXHIBIT C
OMEGA LEARNING® CENTER FRANCHISOR, LLC

FRANCHISE AGREEMENT

OMEGA LEARNING® CENTER FRANCHISE AGREEMENT

BETWEEN

OMEGA LEARNING® CENTER FRANCHISOR, LLC

AND

_____

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4	Holders of Legal or Beneficial Interests, Officers, Directors
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OMEGA LEARNING® CENTER FRANCHISOR, LLC

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is made and entered into the _____ day of _____, 20____ (the "Effective Date"), by and between OMEGA LEARNING® CENTER FRANCHISOR, LLC, a Georgia limited liability company with its principal business address at Palladian Office Park, 5150 Stilesboro Rd , Building 400, Suite 410, Kennesaw, Georgia 30152 ("Franchisor"), and _____, a _____ _____ with its principal business address at _____ ("Franchisee")

WITNESSETH

A Franchisor and its Affiliate have developed, and are in the process of further developing, a System identified by the service mark "Omega Learning® Center" and relating to the establishment of a comprehensive learning center for students of all ages and adults, offering diagnostic testing and supplemental, as well as private educational services that includes individualized tutoring programs, academic assessments, standardized test preparation, and individually tailored instruction in our private school The franchise or franchised center does business under the trade name, "Omega Learning® Center," and all educational services provided must be branded under this name

B Franchisor and its Affiliate have developed and/or obtained the right to integrated and tested software especially suited for use in the operation of Omega Learning® Centers ("Omega Business Management Software"), which is licensed by Franchisor to Franchisee and other franchisees on a for-profit basis

C In addition to the Omega Connect and Business Management Software, the service mark "Omega Learning® Center" and certain other Marks, the distinguishing characteristics of the System include uniform standards and procedures for efficient business operations, procedures and strategies for marketing, advertising and promotion, customer service and development techniques, distinctive interior and exterior design, layout and decor, other strategies, techniques and Trade Secrets and other Confidential Information, and the Manual

D Franchisor grants to qualified persons and business entities the right to own and operate an Omega Learning® Center using the System and the Marks

E Franchisee desires to operate an Omega Learning® Center, has applied for the Franchise and such application has been approved by Franchisor in reliance upon all of the representations made herein and therein

F Franchisee understands and acknowledges the importance of Franchisor's high and uniform standards of quality, operations and service and the necessity of operating the Franchised Center in strict conformity with Franchisor's System and compliance with the AdvancED accreditation standards

NOW, THEREFORE, Franchisor and Franchisee, intending to be legally bound, agree as follows

*Capitalized terms not otherwise defined are defined in Section 1

1 DEFINITIONS

Whenever used in this Agreement, the following words and terms have the following meanings

"Affiliate" means any entity that controls, is controlled by, or is under common control with Franchisor

"Agreement" means this agreement entitled "Omega Learning® Center Franchisor, LLC Franchise Agreement" and all instruments supplemental hereto or in amendment or confirmation hereof

"Approved Location" means the site for the operation of the Franchised Center selected by Franchisee and approved in writing by Franchisor

"Approved Supplier(s)" is defined in Section 13 1

"Area of Primary Responsibility" is defined in Section 2 5

"Competitive Business" means any business that offers or provides (or grants franchises or licenses to others to operate a business that offers or provides) tutoring or supplemental or private education services to students in grades K-12 or related services and related services or products the same as or similar to those provided by Omega Learning® Centers or in which Trade Secrets or other Confidential Information could be used to the disadvantage of Franchisor, any Affiliate or its other franchisees, provided, however, that the term "Competitive Business" shall not apply to (a) any business operated by Franchisee under a Franchise Agreement with Franchisor, or (b) any business operated by a publicly-held entity in which Franchisee owns less than a five percent (5%) legal or beneficial interest

"Cooperative Advertising" means the combined advertising program of two (2) or more franchisees established within a common market that Franchisor may require for Omega Learning® Centers within a particular region

"Designated Area" is defined in Section 2 3

"Designated Manager" means an individual designated by Franchisee as having primary responsibility for managing the day-to-day affairs of the Franchised Center, if a Franchisee is a legal business entity, (such as a corporation, limited liability company, or other legal business entity), Franchisor has the right, in its sole discretion, to require the "Designated Manager" to be an individual holder of a legal or beneficial interest in Franchisee, and if Franchisee is an individual and not a business entity, Franchisor has the right, in its sole discretion to require that the Designated Manager ' shall be Franchisee

"Effective Date" means the date on which Franchisor and Franchisee fully execute this Agreement, thereby commencing its effectiveness and term

"Electronic Depository Transfer Account" means an account established at a national banking institution approved by Franchisor and providing Franchisor with access to electronically withdraw any funds due Franchisor

"Franchise" means the right granted to Franchisee by Franchisor to use the System and the Marks

"Franchise Fee" is defined in Section 3 1

"Franchised Center" means the Omega Learning® Center to be established and operated by Franchisee pursuant to this Agreement

"Franchisee" means the individual or entity defined as "Franchisee" in the introductory paragraph of this Agreement

"Franchisor" means Omega Learning Center Franchisor, LLC

"Franchisor Indemnities" is defined in Section 21 3

"Generally Accepted Accounting Principles" or **"GAAP"** means the standards, conventions and rules accountants follow in recording and summarizing transactions and in the preparation of financial statements

"Grand Opening Advertising" is defined in Section 11 1

"Gross Sales" means the aggregate of all revenue from the sale of all services, products, and events from all sources in connection with the Franchised Center, including, without limitations, any add on features, whether for check, cash, credit or otherwise including, without limitation, all proceeds from any business interruption insurance, all NSF, returned check charges and declined payment fees you collect, but excluding (a) all refunds made in good faith, (b) any sales and equivalent taxes that are collected by Franchisee for or on behalf of any governmental taxing authority and paid thereto, (c) the value of any allowance issued or granted to any customer of the Franchised Center that is credited by Franchisee in full or partial satisfaction of the price of any services and products offered in connection with the Franchised Center, and (d) any rebate received by Franchisee from a manufacturer or supplier, (e) any third party services paid for directly to Franchised Center, including but not limited to field trips, community events, graduation fees, music/art lessons, yearbooks, class photographs (f) any donations made to Franchised Center or fundraiser collections given by Franchised Center students, parents, or PTSA for any purpose, including teaching resources, technology, or center improvement

"Gross Sales Reports" is defined in Section 12 2

"Incapacity" means the inability of Franchisee, or any holder of a legal or beneficial interest in Franchisee, to operate or oversee the operation of the Franchised Center on a regular basis by reason of any continuing physical, mental or emotional condition, chemical dependency or other limitation

"Internet" means any one (1) or more local or global interactive communications media that is now available, or that may become available, including sites and domain names on the World Wide Web

"Internet Advertising" is defined in Section 11 5

"Local Advertising" is defined in Section 11 2

"Manual" means the Omega Learning Center Operations Manual, whether in paper or electronic form, and any other items as may be provided, added to, changed, modified or otherwise revised by Franchisor from time to time that contain or describe the standards, methods, procedures and specifications of the System, including other operations, administration and managers' manuals and all books, computer programs, password-protected portions of an Internet site, pamphlets, memoranda and other publications prepared by, or on behalf of, Franchisor

"Marketing Fund" is defined in Section 11 3

"Marketing Fund Contribution" is defined in Section 11 3

"Marks" means the service mark "Omega Learning® Center" and such other trade names, trademarks, service marks, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, drawings and other commercial symbols as Franchisor may designate to be used in connection with Omega Learning® Centers

"Omega Business Management Software" is defined in the Recitals preceding this Section

"Omega Business Management Software License Fees" or "Software License Fees" is defined in Section 3 3

"Omega Private Academy®" is defined in Section 13 2

"Principal" shall mean an owner of equity in Franchisee, whether such ownership is direct, indirect, or beneficial

"Royalty Fee" is defined in Section 3 2

"System" means the uniform standards, methods, procedures and specifications developed by Franchisor and as may be added to, changed, modified, withdrawn or otherwise revised by Franchisor for the operation of Omega Learning® Centers

2 GRANT OF FRANCHISE, APPROVED LOCATION

2 1 Grant

Franchisor hereby grants to Franchisee, and Franchisee undertakes and accepts, upon the terms and conditions herein contained, a revocable, limited license to operate one (1) Omega Learning® Center using the System and Marks

2 2 Approved Location

The street address (or detailed description of the premises) of the Approved Location is

_____

_____

Approved Center Name Omega Learning® Center - _____

Approved URL centername-stateabbreviation Omegalearning com/ _____

2 3 Approved Location Not Determined

If the Approved Location is determined as of the Effective Date, then this Section 2 3 shall be inapplicable If the Approved Location of the Franchised Center is not determined as of the Effective Date, then the geographic area in which the Franchised Center is to be located shall be within the geographic area described below ("Designated Area") Franchisee shall select and submit possible sites for Franchisor's evaluation in accordance with Section 5 1 When the Approved Location is determined, its address shall be inserted into Section 2 2, shall be initialed and dated by Franchisee and Franchisor and the Designated Area shall lapse The failure to insert such address into Section 2 2 shall not automatically affect the enforceability of this Agreement The Designated Area is delineated for the sole purpose of site selection and does not confer any territorial exclusivity or protection A detailed description of the geographic area or boundaries of the Designated Area is

_____

_____

_____

2 4 Sub-franchising/Agents

Franchisee shall not sublicense the use of the System or Marks to any person or entity Except as may be permitted to Section 2 2, Franchisee shall not grant any person or entity the right to perform any part of Franchisee's rights or obligations licensed hereunder

2 5 Area of Primary Responsibility

So long as this Agreement is in force and effect and Franchisee is not in default under any of the terms hereof, subject to Franchisor's reservation of rights set forth in Section 2 7, Franchisor shall not establish, own or operate, or license any other person to establish, own or operate, any other Omega Learning® Center or other substantially similar business within a geographic area ("Area of Primary Responsibility") surrounding the Franchised Center and described in Section 2 6 below

2 6 Description of Area of Primary Responsibility

The Area of Primary Responsibility shall be defined by and exist within the following zip codes

_____

_____

_____

2 7 Franchisor's Rights

Franchisee acknowledges that except to the extent provided in Section 2 5 above, Franchisor expressly retains all rights and discretion with respect to the Marks and System, including the right to

2 7 1 establish, own or operate, and license others to establish, own or operate, Omega Learning Centers outside of the Area of Primary Responsibility as Franchisor deems appropriate,

2 7 2 establish, own or operate, and license others to establish, own or operate other businesses under other systems using other trademarks at locations inside and outside of the Area of Primary Responsibility,

2 7 3 purchase or otherwise acquire the assets or controlling ownership of one (1) or more businesses identical or similar to the Franchised Center (and/or acquire franchise, license and/or similar agreements for such businesses), some or all of which may be located anywhere, including within the Area of Primary Responsibility If Franchisor purchases or acquires franchises or licenses, Franchisor may, in its sole discretion, act as franchisor or licensor with respect to such franchisees or licensees wherever located, pursuant to the individual franchise or license agreement(s) between Franchisor and such franchisee(s) or licensee(s) If Franchisor purchases or acquires such businesses within the Area of Primary Responsibility which are not franchised or licensed, Franchisor may, in its sole discretion

2 7 3 1 offer to sell any such businesses to Franchisee or to any third party at the business's fair market value to be operated as an Omega Learning Center, or

2 7 3 2 offer Franchisee the opportunity to operate such business(s) in partnership with Franchisor (or an Affiliate) under the business(s) existing trade name or a different trade name

2 7 4 be acquired (regardless of the form of transaction) by any business, even if the other business operates, franchises and/or licenses Competitive Businesses within the Area of Primary Responsibility,

2 7 5 provide the services and sell the products authorized for Omega Learning® Centers using the Marks or other trademarks, service marks and commercial symbols through an alternate channel of distribution on such terms and conditions as Franchisor deems appropriate, and

2 7 6 engage in any activities not expressly forbidden by this Agreement

2 8 Marketing and Solicitation Restrictions

Franchisee shall not directly market to or solicit customers whose principal residence (or principal business office, if the customer is a business entity) is within the area of primary responsibility of another Omega Learning® Center franchisee Except as part of Cooperative Advertising implemented pursuant to Section 11 4, Franchisee shall not advertise in any media whose primary circulation is within the area of primary responsibility of another franchisee Franchisor shall make reasonable efforts to enforce these restrictions with regard to Franchisee and any other Omega Learning® Centers, but under no circumstances shall Franchisor be required to engage in litigation or similar actions with regard to these restrictions

3 FEES

3 1 Franchise Fee

3 1 1 Upon execution of this Agreement, Franchisee shall pay a fee ("Franchise Fee") to Franchisor of Forty-Nine Thousand Nine Hundred Dollars ($49,900) The Franchise Fee shall be deemed fully earned upon execution of this Agreement and is nonrefundable, except under certain conditions set forth under Sections 5 2, 5 5 and 8 3 The Franchise Fee is payment, in part, for expenses incurred by Franchisor in furnishing assistance and services to Franchisee as set forth in this Agreement and for costs incurred by Franchisor, including general sales and marketing expenses, training, legal, accounting and other professional fees

3 1 2 Provided that Franchisee is then in substantial compliance with the terms of this Agreement and has been in substantial compliance with the terms of this Agreement, Franchisee may enter into a Franchise Agreement with Franchisor for an additional Franchised Center during the term of this Agreement The Franchise Fee for the second franchise shall be Thirty-Four Thousand Nine Hundred Dollars ($34,900 00) provided the second Franchise Agreement is executed within five (5) years of the Effective Date Franchisee shall be required to sign the then current Franchise Agreement which may vary significantly from the terms and conditions of this Agreement This Section 3 1 2 is not intended, nor shall it be construed to grant Franchisee an option, right of first refusal, or other rights to purchase additional franchises

3 2 Weekly Royalty Fee

On Monday of each week for so long as this Agreement shall be in effect, Franchisee shall pay to Franchisor without offset, credit or deduction of any nature, a weekly fee ("Royalty Fee") equal to ten percent (10%) of Gross Sales for the week ending the previous Wednesday All weekly Royalty Fee payments shall be paid through electronic transfer as set forth in Section 3 6, based on the payment information entered into the Omega Connect reporting system by the Franchised Center at the point of sale

3 3 Omega Connect Business Management Software License Fees

3 3 1 In consideration for the grant of a limited, revocable license to use Franchisor's Omega Connect Business Management Software, Franchisee shall pay to Franchisor without offset, credit or deduction the following fees, ("Omega Connect Business Management Software License Fees" or "Software License Fees")

3 3 1 1 an initial fee equal to Six Thousand Five Hundred Forty Dollars ($6,540 00), which shall be paid upon the signing of the Franchise Agreement, and

3 3 1 2 a monthly fee, currently equal to Five Hundred Forty-Nine Dollars ($549 00) per month The monthly fees shall be due and must be paid, without offset, credit or deduction of any nature, beginning the first week of the thirteenth (13th) month after the Effective Date, and for all months thereafter for as long as this Agreement shall be in effect

3 3 2 The monthly fees required to be paid pursuant to this Section may be subject to future increases Such future increases will be reasonable, and will depend on factors that include, without limitation (i) costs of research and development of software security, (ii) costs of data updates and/or upgrades, (iii) costs of software maintenance, (iv) fluctuations in market demand, and (v) similar factors

3 4 Internet Marketing Set-Up Fee

You must pay us an Internet Marketing Set-Up Fee of One Thousand Dollars ($1,000 00) on the first (1st) day of the fourth (4th) month from the signing of the Franchise Agreement Franchisor or its designated vendor will set up and optimize five (5) online business profile pages for your Center including Google+, Yelp, Twitter, Facebook and Yahoo, seven (7) microsite pages, a customized newsletter and customized Grand Opening Literature and microsite linkage, Pay per Click management company interface and landing page support

3 5 Technology License and Training Fee

Franchisee shall pay Franchisor a fee of Two Hundred Eighty Dollars ($280 00) per year, payable by ACH on February 1 of each year The Technology License Fee includes the following to be provided by Franchisor one (1) telephone number license, one (1) fax line license, franchisor provided customer support, microsite updates, three (3) @omegalearning com email licenses, two (2) webinar training seats Additional email addresses may be acquired for Fifty Dollars (50 00) per year per email address

Additional webinar seat licenses may be acquired for Fifteen Dollars ($15 00) per month per user This fee is subject to change based upon the fees charged by the third party vendor to Franchisor

3 6 Call Center Fee

Franchisor shall have the right to impose a monthly fee for the provision of a Call Center (the "Call Center Fee") upon sixty (60) days' notice to Franchisee We anticipate the Call Center Fee will be One Hundred Dollars ($100 00) per month plus a price-per-lead referral fee

3 7 Omega Private Academy – On-Line License, Set Up and Curriculum FeeAll Franchisees, with or without a physical private school will have the option of launching an Omega Private Academy-On Line Prior to advertising those services, Franchisee is required to pay a one-time license and set-up fee of Five hundred ($500 00) Dollars All on-line courses must be ordered through Franchisor's designated vendor, currently Ace® Digital All payments made by Online students must be processed, logged, and

entered through Omega Connect The payment shall be made by ACH on the Monday following the receipt of Franchisee's on-line license order

3 8 AdvancED eProve System License

Franchisee shall pay to Franchisor, a license fee for the AdvancED eProve System which is currently Three Hundred Fifty Dollars ($350 00) per year but which is subject to change as determined by the licensor This fee shall be paid through ACH transfer on the first Monday in April of each year

3 9 Renweb License Set-up and Support Fee

If Franchisee is approved to offer private school services, Franchisee shall pay a fee of Five Hundred Dollars ($500 00) per year to Franchisor for access to the Renweb on-line system and eight (8) Renweb e-mail addresses Thus fee is subject to change as determined by the licensor

3 10 Taxes

Franchisee shall pay to Franchisor an amount equal to all sales taxes, excise taxes, withholding taxes, use taxes and similar taxes imposed on the fees payable by Franchisee to Franchisor hereunder and on services or goods furnished to Franchisee by Franchisor at the same time as Franchisee remits such fees to Franchisor, whether such services or goods are furnished by sale, lease or otherwise, unless the tax is an income tax assessed on Franchisor for doing business in the state where the Franchised Center is located

3 11 Electronic Transfer

Franchisor has the right to require all Royalty Fees, Marketing Fund Contributions, Software License Fees, Late Fees, amounts due for purchases by Franchisee from Franchisor and other amounts due to Franchisor to be paid through an Electronic Depository Transfer Account No later than 30 days prior to scheduling the Grand Opening, Franchisee shall open and maintain an Electronic Depository Transfer Account, and shall provide Franchisor with continuous access to such account for the purpose of receiving any payments due to Franchisor Every week, Franchisee shall make weekly deposits to the account sufficient to cover amounts owed to Franchisor prior to the date such amounts are due Franchisee shall execute any documents Franchisor's or Franchisee's bank requires to establish and implement the Electronic Depository Transfer Account Once established, Franchisee shall not close the Electronic Depository Transfer Account without Franchisor's written consent

3 12 Late Fees

3 12 1 All Royalty Fees, Marketing Fund Contributions, Software License Fees, and all reports, including Quarterly Marketing Report, monthly Profit and Loss Statements, Yearly Profit and Loss Statements, and amounts due for purchases by Franchisee from Franchisor and other amounts due to Franchisor that are not received by Franchisor by the due date shall incur late fees at the rate of one and one-half percent (1 5%) per month (or the highest rate allowed by the law of the state where Franchisee is located, whichever is lower) from the date payment is due to the date payment is received by Franchisor, plus a handling fee equal to Fifty Dollars ($50 00) per month The Late Fee is payable on the first billing cycle after the fee is assessed, by ACH

3 12 2 In the event that Franchisee does not provide its weekly Gross Sales report, Monthly Profit and Loss Statement (including Year to date data), monthly Balance Sheet, Yearly Profit and Loss Statements, Quarterly Marketing Report, or other report that Franchisee is obligated to provide to Franchisor within fifteen (15) days of its due date, Franchisee will pay Franchisor the following late fees, without waiver of any other rights Franchisor may have $50 if up to 1 month late, $100 if up to 2 months late, $150 if up to 3 months late, $200 if up to 4 months late, and $500 if 5 months late

3 12 3 In addition to the amounts set forth in Sections 3 7 1 and 3 7 2 of this Agreement, Franchisee shall pay Franchisor for all costs incurred by Franchisor in (i) the collection of any unpaid and past due Royalty Fees, Marketing Fund Contributions, Software License Fees or any other amounts due Franchisor, and (ii) the receipt of any reports that Franchisee is obligated to provide to Franchisor Such costs shall include, without limitation, Franchisor's reasonable accounting and legal fees This Section shall not constitute an agreement by Franchisor to accept any payments or reports after the due date, a commitment by Franchisor to extend credit to or otherwise finance Franchisee, or a waiver of any of Franchisor's rights as set forth in this Agreement

3 13 Application of Payments

Notwithstanding any designation by Franchisee, Franchisor shall have the right to apply any payments by Franchisee to any past due indebtedness of Franchisee for Royalty Fees, Marketing Fund Contributions, Software License Fees, purchases from Franchisor or any other amount owed to Franchisor in any proportion or priority

4 TERM AND RENEWAL

4 1 Initial Term

This Agreement shall be effective and binding for an initial term of ten (10) years from the Effective Date, unless sooner terminated pursuant to Section 14

4 2 Successor Terms

Subject to the conditions below, Franchisee has the right to obtain a successor franchise at the expiration of the term of this Agreement by entering into a new franchise agreement with Franchisor Franchisee's right to a successor franchise is limited to three (3) successive terms of five (5) years each, such that the total term of the Franchise shall not exceed twenty-five (25) years To qualify for a successor franchise, each of the following conditions shall have been fulfilled and remain true as of the last day of the term of this Agreement

4 2 1 Franchisee has, during the entire term of this Agreement, fully complied with all material provisions of this Agreement,

4 2 2 Franchisee has access to and, for the duration of the successor franchise, the right to remain in possession of the Approved Location or a suitable substitute location approved by Franchisor, which is in full compliance with Franchisor's then-current specifications and standards,

4 2 3 Franchisee has, at its expense, made such capital expenditures as were necessary to maintain uniformity with any Franchisor-required System modifications such that the Franchised Center reflects Franchisor's then-current standards and specifications,

4 2 4 Franchisee has satisfied all monetary obligations owed by Franchisee to Franchisor (or any Affiliate), and has timely met these obligations throughout the term of this Agreement,

4 2 5 Franchisee is not in default of any provision of this Agreement or any other agreement between Franchisee and Franchisor,

4 2 6 Franchisee has given written notice of its intent to operate a successor franchise to Franchisor not less than nine (9) months nor more than twelve (12) months prior to the end of the term of this Agreement,

4 2 7 Franchisee has executed Franchisor's then-current form of franchise agreement (or has executed other documents at Franchisor's election that modify this Agreement to reflect the fact that the Franchise Agreement relates to the grant of a successor franchise), which franchise agreement shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement by requiring, among other things, a different percentage Royalty Fee or Marketing Fund Contribution, provided, however, that Franchisee shall not be required to pay the then-current Franchise Fee,

4 2 8 Franchisee has complied with Franchisor's then-current qualifications for a new franchisee and has agreed to comply with any training requirements,

4 2 9 Franchisee has executed a general release, in a form the same as or similar to the General Release attached as Exhibit 7, of any and all claims against Franchisor, any Affiliate and against their officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), except to the extent prohibited by the laws of the state where the Franchised Center is located, and

4 2 10 Franchisee has paid a Renewal Fee of Ten Thousand Dollars ($10,000 00)

5 APPROVED LOCATION

5 1 Selection of Site

If an Approved Location for the Franchised Center has not been determined as of the Effective Date, Franchisee shall promptly select a site for the Franchised Center and shall notify Franchisor of such selection Franchisor shall evaluate the site and notify Franchisee of its approval or disapproval of the site within a reasonable time (usually thirty [30] days) of receiving notice of the site from Franchisee If Franchisor approves of such selection, the site shall be designated as the Approved Location If Franchisor does not approve of such selection, Franchisee shall select and notify Franchisor of new sites until Franchisor approves a site for the Franchised Center Franchisor shall provide Franchisee with general guidelines to assist Franchisee in selecting a site suitable for the Approved Location Franchisor has the right to approve or disapprove a proposed location based on such factors as it deems appropriate, including, without limitation, the condition of the premises, demographics of the surrounding area, proximity to other Omega Learning® Centers, proximity to schools and Competitive Businesses, lease requirements, traffic patterns, visibility, demographic reports, vehicular and pedestrian access, proximity to major roads, available parking and overall suitability Franchisee shall not locate the Franchised Center on a selected site without the prior written approval of Franchisor ***Franchisor does not represent that it, or any of its Affiliates, owners, employees or agents, have special expertise in selecting sites Neither Franchisor's assistance nor approval is intended to indicate or indicates that the Franchised Center will be profitable or successful at the Approved Location Franchisee is solely responsible for identifying the Approved Location***

5 2 Failure to Select Site

Should Franchisee fail to select a site for the Franchised Center, which meets with Franchisor's approval within ninety (90) days after the Effective Date, Franchisor has the right to terminate this Agreement If this Agreement is terminated pursuant to this Section 5 2, Franchisor shall return to Franchisee fifty percent (50%) of the Franchise Fee paid by Franchisee upon Franchisor's receipt of a general release, the same as or similar to the General Release attached as Exhibit 7, releasing any and all claims against Franchisor, any Affiliate and their officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities)

5 3 Lease of Approved Location

After the designation of the Approved Location (and if the site is to be leased or purchased), Franchisee shall execute a lease for, or a binding agreement to purchase, the Approved Location, the terms of which must have been previously approved by Franchisor in writing Franchisor shall not unreasonably withhold its approval ***Franchisor's review of a lease or purchase agreement, or any advice or recommendation offered by Franchisor, shall not constitute a representation or guarantee that Franchisee will succeed at the Approved Location nor constitute an expression of Franchisor's opinion regarding the terms of such lease or purchase agreement Franchisee acknowledges and agrees that Franchisee shall solely rely on its review and their attorneys review of any such lease*** Franchisor shall be entitled to require that nothing therein contained is contradictory to, or likely to interfere with, Franchisor's rights or Franchisee's duties under this Agreement Franchisee shall take all actions necessary to maintain the lease, if any, of the Approved Location while this Agreement is in effect Any default for which the lease may be terminated shall also be deemed a default hereunder and the time to cure the same shall expire when the lease is terminated Franchisor has the right to require that the lease for the Approved Location be collaterally assigned by Franchisee to Franchisor, pursuant to the terms of its standard collateral assignment of lease form, to secure performance by Franchisee of its obligation under this Agreement Franchisor's approval of a lease shall be conditioned upon inclusion of terms in the lease acceptable to Franchisor and, at Franchisor's option, the lease shall contain such provisions as Franchisor may reasonably require, including

5 3 1 a provision reserving to Franchisor the right, but not the obligation, at Franchisor's election, to receive an assignment of the leasehold interest without payment of any assignment fee or similar charge and without any increase in rent or other fees upon termination or expiration of the Franchise grant The lessor agrees that, before the effective date of any assignment of the lease to Franchisor (or its designee), Franchisee shall be solely responsible for all obligations, debts and payments under the lease,

5 3 2 a provision requiring the lessor to provide Franchisor with a copy of any written notice of deficiency sent by the lessor to Franchisee, and granting to Franchisor the right (but not the obligation) to cure any deficiency under the lease should Franchisee fail to do so within fifteen (15) days after the expiration of the period in which Franchisee may cure the default,

5 3 3 a provision requiring the lessor to provide Franchisor (at the same time lessor provides to Franchisee) a copy of all lease amendments and assignments, and a copy of all letters and notices lessor sends to Franchisee relating to the lease or the leased premises,

5 3 4 a provision permitting Franchisor to enter the leased premises to make any modifications or alterations necessary in Franchisor's sole discretion to protect the System and the Marks without being guilty of trespass, or other tort or other crime,

5 3 5 a provision allowing Franchisee to display the Marks in accordance with the specifications required by the Manual, subject only to the provisions of applicable law,

5 3 6 a provision prohibiting the premises from being used for any purpose other than the operation of the Franchised Center,

5 3 7 a provision allowing Franchisor, upon expiration and non-renewal or termination of the lease or the Franchise Agreement, to enter the premises and remove any interior and exterior signs containing the Marks and trade fixtures,

5 3 8 a provision stating that upon default of this Agreement, Franchisor or its nominee has the right, but not the obligation, to take possession of the Approved Location and operate the Franchised Center, and

5 3 9 a provision stating that lessor shall not amend or otherwise modify the lease in any manner that would affect any of the foregoing provisions to be included in the lease set forth above without Franchisor's prior written consent

5 4 Development of Approved Location

Franchisor shall make available to Franchisee, at no charge to Franchisee, specifications for the development of an Omega Learning® Center, including exterior and interior design and layout, fixtures, equipment, decor and signs Such specifications are subject to alteration as Franchisor deems necessary Franchisee shall cause the Approved Location to be developed, equipped and improved in accordance with such specifications within one hundred eighty (180) days after the Effective Date In connection with the development of the Approved Location, Franchisee shall

5 4 1 employ an approved competent licensed architect, general contractor or engineer to prepare, for Franchisor's approval, preliminary specifications for improvement of the Approved Location adapted from the specifications furnished by Franchisor,

5 4 2 obtain all zoning classifications and clearances which may be required by state and local laws, ordinances or regulations, and submit to Franchisor, for Franchisor's approval, final plans for construction based upon the preliminary plans and specifications,

5 4 3 obtain all permissions and consents, including without limitation all federal, state, county, municipal, and other governmental permissions and consents, to operate the Center and an Omega Private Academy®,

5 4 4 obtain all building, utility, sign, health, and business permits and licenses, and any other permits and licenses required for the build-out and operation of the Franchised Center and certify in writing and provide evidence to Franchisor that all such permits have been obtained,

5 4 5 employ a qualified, licensed general contractor approved by Franchisor to complete construction of all required improvements to the Approved Location,

5 4 6 pay the initial Software License Fees for, and install, the Omega Business Management Software, and any other fees due to Franchisor, and purchase any supplies or inventory necessary for the operation of the Franchised Center,

5 4 7 purchase and install all equipment, signs, furniture and fixtures, including any computer equipment and point of sale systems, required for the operation of the Franchised Center, and

5 4 8 establish broadband or high-speed Internet access and obtain at least two (2) telephone numbers and one (1) facsimile number solely dedicated to the Franchised Center

5 5 Failure to Develop Approved Location

Should Franchisee fail to develop the Approved Location for the Franchised Center within one hundred eighty (180) days after the Effective Date, Franchisor has the right to terminate this Agreement If this Agreement is terminated pursuant to this Section 5 5, Franchisor shall return to Franchisee fifty percent (50%) of the Franchise Fee paid by Franchisee upon Franchisor's receipt of a general release, the same as or similar to the General Release attached as Exhibit 7, releasing any and all claims against Franchisor, any

Affiliate and their officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities)

5 6 Opening

5 6 1 Before opening the Franchised Center and commencing business, Franchisee must

5 6 1 1 fulfill all of the obligations of Franchisee pursuant to the other provisions of this Section 5,

5 6 1 2 furnish Franchisor with copies of all insurance policies, evidencing all such insurance coverage which Franchisee shall be required to obtain in accordance with Section 5 of this Agreement, or by the lease for the Approved Location, or such other evidence of insurance coverage and payment of premiums as Franchisor may request,

5 6 1 3 complete initial training to the satisfaction of Franchisor,

5 6 1 4 hire and train the personnel necessary or required for the operation of the Franchised Center,

5 6 1 5 obtain all necessary permits and licenses, including submitting your state's Better Business Bureau Application and applicable Fee,

5 6 1 6 if Franchisee is a business entity, Franchisee has caused each of its stock certificates or other ownership interest certificates to be conspicuously endorsed upon the face thereof a statement in a form satisfactory to Franchisor that such ownership interest is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon transfers and assignments by this Agreement,

5 6 1 7 obtain Franchisor's permission and approval of an opening date, Franchisor shall not unreasonably withhold consent to open Permission to open shall be based on Franchisor s determination that Franchisee is ready to open and satisfactorily prepared to operate,

5 6 1 8 submit to franchisor its completed "pre-opening checklist" from the Manual,

5 6 1 9 submit to franchisor for franchisor's approval, its Grand Opening marketing plan and have an satisfactory supply of ALL required marketing materials available for customers at center, and

5 6 1 10 pay in full all amounts due to Franchisor

5 6 2 Franchisee shall comply with these conditions and be prepared to open and continuously operate the Franchised Center within two hundred forty (240) days after the Effective Date Time is of the essence

5 7 Failure to Open

Should Franchisee fail to commence operations of the Approved Location for the Franchised Center within two hundred forty (240) days after the Effective Date, Franchisor has the right to terminate this Agreement If this Agreement is terminated pursuant to this Section 5 7, Franchisor shall retain the entire Franchise Fee paid by Franchisee The Franchise Fee retained shall be specifically understood and agreed by the parties to be in consideration of the services provided, time expended, work performed, and other efforts of

Franchisor up to the date of Franchisee's failure to timely commence operations of the Franchised Center and shall not be construed as nor considered to be a penalty

5 8 Use of Approved Location

Franchisee shall not use the Approved Location for any purpose other than for the operation of an Omega Learning® Center in full compliance with this Agreement and the Manual, unless approved in writing by Franchisor

5 9 Relocation

Franchisee shall not relocate the Franchised Center without the prior written consent of Franchisor If the lease for the Approved Location expires or terminates through no fault of Franchisee or if the Franchised Center's premises is destroyed, condemned or otherwise rendered unusable, or as otherwise may be agreed upon in writing by Franchisor and Franchisee, Franchisor may allow Franchisee to relocate the Franchised Center Any such relocation shall be at Franchisee's sole expense, and shall proceed in accordance with the requirements set forth in Sections 5 1 through 5 8 Franchisor has the right to charge Franchisee for any costs incurred by Franchisor in providing assistance to Franchisee, including, but not limited to, legal and accounting fees Notwithstanding the foregoing, Franchisor has no obligation to provide relocation assistance If Franchisor and Franchisee do not agree upon a substitute site within ninety (90) days after the lease expires or is terminated or the Approved Location is rendered unusable, this Agreement shall terminate as provided in Section 5 9

5 10 Right to Open Second Location

Franchisee shall have the right to open a second location for its Franchised Center without the payment of an additional fee provided that (i) the second location is within the same commercial development or shopping center as the Franchised Center, (ii) Franchisee has complied with the requirements set forth in Sections 5 1 through 5 8, and (iii) Franchisee is in substantial compliance with this Agreement Franchisor shall have no obligation to provide opening assistance to Franchisee as may be otherwise required by this Agreement, for the second Franchised Center location

6 PROPRIETARY MARKS

6 1 Ownership

Franchisee's right to use the Marks is derived solely from this Agreement, is nonexclusive and is limited to the conduct of business by Franchisee pursuant to, and in compliance with, this Agreement and all applicable standards, specifications and operating procedures prescribed from time to time by Franchisor Any unauthorized use of the Marks by Franchisee is a breach of this Agreement and an infringement of the rights of Franchisor in and to the Marks Franchisee's use of the Marks, and any goodwill created thereby, shall inure to the benefit of Franchisor Franchisee shall not at any time acquire an ownership interest in the Marks by virtue of any use it may make of the Marks This Agreement does not confer any goodwill, title or interest in the Marks to Franchisee Franchisee shall not, at any time during the term of this Agreement or after its termination or expiration, contest the validity or ownership of any of the Marks or assist any other person in contesting the validity or ownership of any of the Marks

6 2 Limitations on Use

Franchisee shall not use any Mark or portion of any Mark as part of any business entity name Franchisee shall not use any Mark in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by Franchisor Franchisee shall give such notices of trademark and service mark registrations as Franchisor specifies and obtain such fictitious or assumed name registrations as may be required under applicable law to do business as a Franchised Center Franchisee shall not register or seek to register as a trademark or service mark, either with the United States Patent and

Trademark Office or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any Mark licensed to Franchisee Franchisee shall include on its letterhead, forms, cards and other such identification, and shall display at the Approved Location, our mission statement Franchisee must display the approved Franchisee Certificate in the conference room, stating that the Franchised Center is an "Independently Owned and Operated Omega Learning® Center Franchise" of Franchisee

6 3 Notification of Infringements and Claims

Franchisee shall immediately notify Franchisor of any infringement of the Marks or challenge to its use of any of the Marks or claim by any person of any rights in any of the Marks Franchisee shall not communicate with any person other than Franchisor and Franchisor's counsel in connection with any such infringement, challenge or claim, provided, however, Franchisee may communicate with Franchisee's counsel at Franchisee's expense Franchisor has the right to take such action as it deems appropriate and the right to exclusively control any litigation or other proceeding arising out of any infringement, challenge, or claim or otherwise relating to any of the Marks Franchisee shall execute any and all instruments and documents, render such assistance, and do such acts and things as may in the opinion of Franchisor's counsel, be necessary or advisable to protect and maintain Franchisor's interests in any such litigation or other proceeding or to otherwise protect and maintain Franchisor's interest in the Marks

6 4 Indemnification for Use of Marks

Franchisor shall reimburse Franchisee for all expenses reasonably incurred by Franchisee in any trademark or similar proceeding disputing Franchisee's authorized use of any Mark, provided that Franchisee has complied with the provisions of Section 6 3 and has complied with this Agreement and Franchisor's directions in responding to such proceeding At Franchisor's option, Franchisor or its designee may defend and control the defense of any proceeding arising directly from Franchisee's use of any Mark This indemnification shall not include the expense to Franchisee of removing signage or discontinuance of the use of the Marks This indemnification shall not apply to litigation between Franchisor and Franchisee wherein Franchisee's use of the Marks is disputed or challenged by Franchisor This indemnification shall not apply to any separate legal fees or costs incurred by Franchisee in seeking independent counsel separate from the counsel representing Franchisor and Franchisee in the event of litigation disputing Franchisor and Franchisee's use of the Marks

6 5 Discontinuance of Use

If Franchisor deems it necessary for Franchisee to modify or discontinue use of any of the Marks, and/or use one (1) or more additional or substitute trade names, trademarks, service marks or other commercial symbols, Franchisee shall comply with Franchisor's directions within ten (10) business days after notice to Franchisee by Franchisor and subject to the limitations in Section 10 2 Franchisor shall not be required to reimburse Franchisee for its expenses in modifying or discontinuing the use of a Mark or any loss of goodwill associated with any modified or discontinued Mark or for any expenditures made by Franchisee to promote a modified or substitute Mark

6 6 Right to Inspect

To preserve the validity and integrity of the Marks and any copyrighted materials licensed hereunder, and to ensure that Franchisee is properly employing the Marks in the operation of the Franchised Center, Franchisor and its designees have the right to enter and inspect the Franchised Center and the Approved Location at all reasonable times and, additionally, have the right to observe the manner in which Franchisee renders services and conducts activities and operations, and to inspect facilities, equipment, accessories, products, supplies, reports, forms and documents and related data to ensure that Franchisee is operating the Franchised Center in accordance with the quality control provisions and performance standards established by Franchisor Franchisor and its agents shall have the right, at any reasonable time, to remove sufficient quantities of products, supplies or other items to test whether such products or items meet Franchisor's

then-current standards Franchisor or its designee has the right to observe Franchisee and its employees during the operation of the Franchised Center and to interview and survey (whether in person or by mail) customers and employees and to photograph or videotape the operations

6 7 Franchisor's Sole Right to Domain Name
Franchisee shall not advertise on the Internet using, or establish, create or operate an Internet site or website using a domain name or uniform resource locator containing, the Marks or the words "Omega Learning® Center" or any variation thereof without Franchisor's written approval Franchisor is the sole owner of all right, title and interest in and to such domain names or online business profile referencing Franchised Center in any manner

7 CONFIDENTIALITY AGREEMENT, COVENANT NOT TO COMPETE

7 1 Confidentiality Agreement

7 1 1 Execution of Confidentiality Agreement By Franchisee Franchisor's form of confidentiality agreement for franchisees (the "Confidentiality Agreement") is attached to this Agreement as Exhibit 1 Franchisee will deliver an original of such Confidentiality Agreement, executed by Franchisee, contemporaneously with its delivery of an executed original of this Agreement, to Franchisor Franchisee will comply with the terms of the Confidentiality Agreement The Confidentiality Agreement is hereby incorporated into this Agreement as if fully set forth herein

7 1 2 Execution of Individual Confidentiality Agreement By Franchisee's Personnel Franchisor's form of confidentiality agreement for individuals (the "Individual Confidentiality Agreement") is attached to the Confidentiality Agreement as Exhibit A Franchisee will, without Franchisor's request, cause (i) Franchisee's equity holders, (ii) Franchisee's Managers, (iii) Franchisee's other management personnel, and (iv) any other personnel, agents, or representatives having access to any of Franchisor's Confidential Information or Trade Secrets (as defined in Section 1 of the Confidentiality Agreement), including without limitation the Operations Manual (collectively, the "Obligors"), to execute the Individual Confidentiality Agreement, to provide the date and such party's address as required by such Individual Confidentiality Agreement, and to deliver a fully-executed, dated original of such Individual Confidentiality Agreement to Franchisor, prior to and as a condition precedent to granting such person access to the Confidential Information or Trade Secrets

7 1 3 Injunctive Relief Franchisee, for itself and all Obligors, agrees that any failure to comply with the requirements of this Section 7 1, the Confidentiality Agreement, or the Individual Confidentiality Agreement, will cause Franchisor irreparable harm for which Franchisor has no adequate remedy at law Therefore, Franchisee, for itself and all Obligors, agrees that Franchisor will have the right to injunctive relief, including without limitation a decree for specific performance, to compel Franchisee's compliance with this Section 7 1 and the Confidentiality Agreement, and to compel the compliance of all Obligors with this Section 7 1 and the Individual Confidentiality Agreement, without the necessity of showing actual or threatened damage and without being required to furnish a bond or other security Franchisee covenants, warrants, represents, and agrees that Franchisee has the authority to bind itself and the Obligors to this Section 7 1 3 of this Agreement Franchisee acknowledges and agrees that Franchisor is relying on such covenant, warranty, representation, and agreement to Franchisor's detriment

7 2 Covenant Not to Compete

7 2 1 Execution of Covenant Not to Compete By Franchisee Franchisor's form of covenant not to compete for franchisees (the "Covenant Not to Compete") is attached to this Agreement as Exhibit 2 Franchisee will deliver an original of such Covenant Not to Compete, executed by Franchisee, contemporaneously with its delivery of an executed original of this Agreement, to Franchisor Franchisee will comply with the terms of the Covenant Not to Compete The Covenant Not to Compete is hereby incorporated into this Agreement as if fully set forth herein

7 2 2 Execution of Individual Covenant Not to Compete By Franchisee's Personnel Franchisor's form of covenant not to compete for individuals (the "Individual Covenant Not to Compete") is attached to the Covenant Not to Compete as Exhibit A Franchisee will, without Franchisor's request, cause (i) Franchisee's equity holders, (ii) Franchisee's Managers, (iii) Franchisee's other management personnel, (iv) all personnel Franchisee employs who have received or will receive Manager Training or similar training in the System, (v) Franchisee's directors, officers, and members (if Franchisee is a corporation, limited liability company, or other business entity), and (vi) Franchisee's general partners and limited partners (including without limitation each holder of a direct or beneficial interest of ten percent (10%) or more in any corporation, limited liability company, or other business entity that controls, directly or indirectly, any general or limited partner) (collectively, the "Covenanting Personnel"), to execute the Individual Covenant Not to Compete, to provide the date and such party's address as required by such Individual Covenant Not to Compete, and to deliver a fully-executed, dated original of such Individual Covenant Not to Compete to Franchisor, prior to and as a condition precedent to such person coming within the scope of persons defined as "Covenanting Personnel "

7 2 3 Injunctive Relief Franchisee, for itself and all Covenanting Personnel, agrees that any failure to comply with the requirements of this Section 7 2, the Covenant Not to Compete, or the Individual Covenant Not to Compete, will cause Franchisor irreparable harm for which Franchisor has no adequate remedy at law Therefore, Franchisee, for itself and all Covenanting Personnel, agrees that Franchisor will have the right to injunctive relief, including without limitation a decree for specific performance, to compel Franchisee's compliance with this Section 7 2 and the Covenant Not to Compete, and to compel the compliance of all Covenanting Personnel with this Section 7 2 and the Individual Covenant Not to Compete, without the necessity of showing actual or threatened damage and without being required to furnish a bond or other security Franchisee covenants, warrants, represents, and agrees that Franchisee has the authority to bind itself and the Covenanting Personnel to this Section 7 2 3 of this Agreement Franchisee acknowledges and agrees that Franchisor is relying on such covenant, warranty, representation, and agreement to Franchisor's detriment

7 3 Additional Developments

All ideas, concepts, techniques or materials concerning the System or developed, in whole or in part, using and Confidential Information or Trade Secret, whether or not protectable intellectual property and whether created by or for Franchisee or its owners or employees, shall be promptly disclosed to Franchisor and shall be deemed the sole and exclusive property of Franchisor and works made-for-hire for Franchisor, and no compensation shall be due to Franchisee or its owners or employees therefore and Franchisee hereby assigns and agrees to assign to Franchisor all right, title and interest in any intellectual property so developed Franchisor has the right to incorporate such items into the System To the extent any item does not qualify as a "work made-for-hire" for Franchisor, Franchisee shall assign, and by this Agreement, does assign, ownership of that item, and all related rights to that item, to Franchisor and shall sign any assignment or other document as Franchisor requests to assist Franchisor in obtaining or preserving intellectual property

rights in the item Franchisor shall disclose to Franchisee concepts and developments of other franchisees that are made part of the System As Franchisor may reasonably request, Franchisee shall take all actions to assist Franchisor's efforts to obtain or maintain intellectual property rights in any item or process related to the System, whether developed by Franchisee or not

8 TRAINING AND ASSISTANCE

8 1 Initial Training

Franchisor shall make an initial training program available to the Designated Manager and up to three (3) assistants At least three (3) weeks prior to the opening of the Franchised Center, the Designated Manager must attend and successfully complete, to Franchisor's satisfaction, an initial training program pertaining to the operation and administration of the Franchised Center including, but not limited to, sales and marketing methods, financial controls, maintenance of quality standards, customer service techniques, record keeping, and reporting procedures and other operational issues Franchisor shall conduct the initial training program at its headquarters or at another designated location Franchisor shall not charge tuition or similar fees for initial training, however, all expenses incurred by Franchisee in attending such program including, but not limited to, travel costs, room and board expenses and employees' salaries, shall be the sole responsibility of Franchisee Franchisee shall be responsible for training its management and other employees

8 2 Opening Assistance

In conjunction with, the beginning of operation of the Franchised Center, Franchisor shall make available to Franchisee, at Franchisor's expense, one (1) of Franchisor's representatives, experienced in the System, for the purpose of familiarizing Franchisee's staff with Omega Learning® Center techniques and for the purpose of providing general assistance and guidance in connection with the opening of the Franchised Center If Franchisee requests additional assistance with respect to the opening or continued operation of the Franchised Center, and should Franchisor deem it necessary and appropriate to comply with such request, Franchisee shall pay Franchisor's then-current standard rates, plus expenses, for such additional assistance

8 3 Failure to Complete Initial Training Program

If Franchisor determines that the Designated Manager is unable to satisfactorily complete the training program described above, Franchisor has the right to terminate this Agreement If this Agreement is terminated pursuant to this Section 8 3, Franchisor shall return to Franchisee fifty percent (50%) of the Franchise Fee paid by Franchisee upon Franchisor's receipt of a general release, the same as or similar to the General Release attached as Exhibit 7, releasing any and all claims against Franchisor, any Affiliate and their officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities)

8 4 New Designated Manager

After beginning operations, should Franchisee name a new Designated Manager, Franchisee must notify Franchisor of the identity of the new Designated Manager and the new Designated Manager must complete the initial training program to Franchisor's satisfaction within thirty (30) days of being named The new Designated Manager may attend the initial training program at franchisor's corporate office without charge, provided that Franchisor has the right to require Franchisee to pay the costs of training if Franchisor determines that manager changes are excessive or caused by poor hiring practices Franchisee shall be responsible for all travel costs, room and board and employees' salaries incurred in connection with the new Designated Manager's attendance at such training

8 5 Ongoing Training

From time to time, Franchisor may provide and if it does, has the right to require that the Designated Manager and other employees of the franchised center attend ongoing training programs or seminars during the term of this Agreement, either in person or by participating in webinars or other electronic forms of communication Franchisor may charge a fee for any mandatory ongoing training Franchisor shall not require the Designated Manager to attend more than two (2) sessions in any calendar year and collectively not more than two (2) days in any calendar year Franchisee shall be responsible for all travel costs, room and board and employees' salaries incurred in connection with the Designated Manager's attendance at such training Franchisor may also require Franchisee and its employees to participate in remedial training based on results of field visit reports, and other tests as Franchisor may determine Franchisee shall bear all expenses incurred in attending remedial training sessions

9 MANUAL

9 1 Provide Access to Franchisee

While this Agreement is in effect, Franchisor shall grant Franchisee access to an electronic copy of the Manual Franchisee shall conduct the Franchised Center in strict accordance with the provisions set forth in the Manual The Manual shall, at all times, remain password protected and remain confidential

9 2 Revisions

Franchisor has the right to add to or otherwise modify the Manual from time to time to reflect changes in the specifications, standards, operating procedures and rules prescribed by Franchisor, provided, however, that no such addition or modification shall materially alter Franchisee's fundamental status and rights under this Agreement Franchisor may make such additions or modifications without prior notice to Franchisee Franchisee shall immediately, upon notice, adopt any such changes If a dispute as to the contents of the Manual arises, the terms of the master copy of the Manual maintained by Franchisor at Franchisor's headquarters shall be controlling

9 3 Confidentiality

The Manual contains Trade Secrets and other Confidential Information of Franchisor and access to this manual shall be kept confidential by Franchisee both during the term of the Franchise and subsequent to the expiration and non-renewal or termination of this Agreement If the Franchisee chooses to print out the manual or any portion of it, it must be kept at the Approved Location, secured under lock and key, and in an up to date manner If the Franchisee chooses to store the Manual on computer-readable media, Franchisee shall maintain the Manual in a secure manner at the Approved Location, if the Manual is in electronic form, Franchisee shall maintain the Manual in a password-protected file Franchisee shall only grant authorized personnel, as defined in the Manual, access to the Manual or any key, combination or passwords needed for access to the Manual Franchisee shall not disclose, duplicate or otherwise use any portion of the Manual in an unauthorized manner

10 FRANCHISE SYSTEM

10 1 Uniformity

Franchisee shall strictly comply, and shall cause the Franchised Center and its employees to strictly comply, with all requirements, specifications, standards, operating procedures and rules set forth in this Agreement, the Manual or other communications supplied to Franchisee by Franchisor

10 2 Modification of the System

Franchisee recognizes that from time to time, Franchisor may introduce, as part of the System, other methods or technology which require certain System modifications including, without limitation, the adoption and use of modified or substitute Marks, new computer and point of sale hardware and software,

equipment or signs Franchisee agrees to make all required upgrades and modifications at its expense as may be required by Franchisor, provided, however, that Franchisee shall not be required to make any expenditures during the first year of the initial term or any expenditures which are unreasonably disproportionate to Franchisee's original investment to establish the Franchised Center during the initial term If such additional investment is required to be made in the last year of the initial term, Franchisee may avoid making the investment by providing notice of intent not to renew the Franchise Franchisee acknowledges that any required expenditures for changes or upgrades to the System shall be in addition to expenditures for repairs and maintenance as required in Section 13 4 of this Agreement Notwithstanding the foregoing, Franchisee shall be required to make any and all improvements or modifications whenever such are required by law, regulation, agency decision or court order

10 3 Variance

Franchisor has the right to vary fees, standards, or specifications for any franchisee based upon that particular franchisee's qualifications, the peculiarities of the particular site or circumstances, the demographics of the trade area, business potential, existing business practices or any other condition which Franchisor deems to be of importance to the successful operation of any particular Omega Learning® Center Franchisor shall not be required to disclose or grant to Franchisee a like or similar variance hereunder

11 ADVERTISING AND PROMOTIONAL ACTIVITIES

11 1 Grand Opening Advertising

Prior to, and/or during a period of approximately three (3) months following the initial opening of the Franchised Center, Franchisee shall spend an amount specified by Franchisor on local advertisement and promotion of the initial opening ("Grand Opening Advertising") Franchisee shall spend a minimum of Ten Thousand Dollars ($10,000) on Grand Opening Advertising You are required to hire our approved marketing company to develop the Grand Opening Marketing plan Franchisor s determination of the amount Franchisee must spend on Grand Opening Advertising will be based on Franchisor s and approved marketing company's general assessment of the area surrounding the Franchised Center and taking into account other potentially relevant factors, such as prevailing costs of advertising in the area, the time of year of opening and other similar factors Further, Franchisor shall specify the time at which Franchisee shall conduct Grand Opening Advertising Prior to their use, all materials to be used in Grand Opening Advertising must be approved by Franchisor through the process set forth in Section 11 2 3 Grand Opening Advertising expenditures shall be in addition to any Local Advertising expenditures and Marketing Fund Contributions Your Grand Opening marketing plan must be submitted to and approved by Franchisor before you open your Center

11 2 Local Advertising

11 2 1 Franchisee shall continuously promote Tutoring and Test Prep services of the Franchised Center every month Omega Private Academy® students organically originate from tutoring students and advertising for tutoring services The minimum local advertising requirement for tutoring services is averaged and calculated quarterly, based on the Franchised Center's previous quarter's Gross Sales Local Advertising includes print, radio, television, online advertising/Google PPC, management fees associated with marketing/public relations companies, and community marketing within the territory of the Franchised Center ("Local Advertising") Every quarter, Franchisee shall make expenditures for Local Advertising based on the following tiered system, with a minimum required expenditure of Six Thousand Dollars ($6,000) per quarter Franchisor may modify the minimum required expenditure upwards or downwards based on the economic conditions and/or competitive trends in your Territory Franchisee shall spend a minimum of Six Hundred Dollars ($600) per month, or Eighteen Hundred Dollars ($1,800) per quarter on "Pay Per Click" Internet Advertising for Tutoring Services, as part of Franchisee's expenditure

for Local Advertising Management company fees for such campaigns are included in the minimum monthly/quarterly requirement The Local Advertising requirement set forth in this Section 11 2 shall apply solely to the advertising and promotion of the tutoring and test prep services offered at your Franchised Center If you pay a fee for a PPC management company, that fee may apply towards your minimum Google PPC advertising requirements You may make such additional expenditures to promote your Omega Private Academy® at your discretion If you fail to meet your local advertising requirement, you will be charged a late fee and the shortfall must be expended in the following quarter

11 2 2 Franchisee shall deliver to Franchisor a report, including uploaded receipts, for each calendar quarter (the "Quarterly Marketing Report") through the e-Marketing module of the Omega Connect System, showing that Franchisee fulfilled its Local Advertising requirement, so that Franchisor actually receives such Quarterly Marketing Report by (i) April 15 (for calendar months January, February, and March), (ii) July 15 (for calendar months April, May, and June), (iii) October 15 (for calendar months July, August, and September), and (iv) January 15 (for calendar months October, November, and December) Franchisee shall include, with each Quarterly Marketing Report, all invoices, statements, and receipts supporting the amounts shown on the Quarterly Marketing Report If you wish to amortize and expense over a ten (10) month school year, then a copy of the original invoice must be uploaded for each of the ten (10) applicable months For example, if a school charges Five Hundred Dollars ($500) for a School Year Partnership and your marketing benefit is spread out over the ten (10) month school year, then Fifty Dollars ($50) would be entered for ten (10) consecutive months Any Quarterly Marketing report that is uploaded without receipts is considered incomplete, deemed late, and subject to late fees If Franchisee fails to timely deliver its Quarterly Marketing Report, Franchisor shall have the right to presume that Franchisee has failed to make its required expenditure and Franchisor may deduct the amount the Franchisee was obligated to spend for local marketing from Franchisee's designated bank account and to expend, for Franchisee's benefit, the amount Franchisee was required to spend for local marketing during the period covered by the delinquent Quarterly Marketing Report In addition, should Franchisee in 2 Quarterly Marketing Reports fail to fulfill its Local Marketing Requirement, Franchisor shall have the right to terminate this Agreement without further right of Franchisee to cure

11 2 3 Franchisee will be provided access to a library of Approved Advertising campaigns and marketing materials within Omega Connect Franchisee has the ability to customize the advertising with appropriate local contact information Those advertising pieces and campaigns have been pre-approved by the Franchisor In order to use any marketing material not found in out online Approved Advertising Library, Franchisee must submit such marketing ideas to Franchisor, for our development team's consideration and possible creation of new marketing materials Franchisor must approve, all advertising and promotional materials to be used by Franchisee including, but not limited to television ads, radio ads, ad copy, coupons, center flyers, school flyers, sales scripts, press releases, radio interview questions, and direct mail Franchisor shall use reasonable efforts to provide notice of approval or disapproval within twenty (20) days from the date all requested material is received by Franchisor If Franchisor does not approve submitted materials by the end of such twenty (20) day period, such materials shall be deemed to have not received the required approval Franchisee shall not use any marketing or promotional material prior to written approval by Franchisor The submission of advertising materials to Franchisor for approval shall not affect Franchisee's right to determine the prices at which Franchisee sells products or provides services

11 3 Marketing Fund

Franchisor has established and administers a System-wide marketing, advertising and promotion fund ("Group Marketing Fund") Franchisee shall contribute the greater of two percent (2%) of Franchisee's Gross Sales for the preceding week or Five Hundred Dollars ($500 00) per month to the Group Marketing Fund, as specified by Franchisor (the "Group Marketing Fund Contributions") Group Marketing Fund

Contributions shall be made at the time and in the manner provided for Royalty Fees in Section 3 2 The Group Marketing Fund shall be maintained and administered by Franchisor or its designee as follows

11 3 1 Franchisor shall oversee all marketing programs, with sole control over creative concepts, materials and media used in such programs, and the placement and allocation thereof Franchisor does not warrant that any particular franchisee will benefit directly or *pro rata* from expenditures by the Group Marketing Fund The program(s) may be local, regional or System-wide Franchisor does not warrant the success or effectiveness of any particular marketing program

11 3 2 Franchisee's Group Marketing Fund Contributions may be used to meet the costs of, or to reimburse Franchisor for its costs of, producing, maintaining, administering and directing consumer advertising (including, without limitation, the cost of preparing and conducting television, radio, Internet, magazine, newspaper, and direct mail advertising campaigns and other public relations activities, developing and/or hosting an Internet web page or site, marketing software system and similar activities, employing advertising agencies to assist therein, and providing promotional brochures and other marketing materials to franchisees) All Group Marketing Fund Contributions shall be maintained in a separate account from the monies of Franchisor and shall not be used to defray any of Franchisor's general operating expenses, except for such reasonable costs and expenses, if any, that Franchisor may incur in activities reasonably related to the administration of the Group Marketing Fund

11 3 3 Franchisor shall endeavor to spend all Group Marketing Fund Contributions on marketing programs and promotions during Franchisor's fiscal year within which such contributions are made If excess amounts remain in any Group Marketing Fund at the end of such fiscal year, all expenditures in the following fiscal year(s) shall be made first out of such excess amounts, including any interest or other earnings of the Group Marketing Fund, and next out of prior year contributions and then out of current contributions

11 3 4 Although Franchisor intends the Group Marketing Fund, to be of perpetual duration, Franchisor has the right to terminate the Group Marketing Fund at any time The Group Marketing Fund shall not be terminated, however, until all Group Marketing Fund Contributions have been expended for advertising and promotional purposes or returned to Franchisee and other franchisees on a *pro rata* basis based on total Group Marketing Fund Contributions made in the aggregate by each franchisee

11 3 5 Each Omega Learning® Center operated by Franchisor or an Affiliate shall make Group Marketing Fund Contributions at the same rate as Omega Learning Center franchisees

11 3 6 An accounting of the operation of the Group Marketing Fund shall be prepared annually and shall be available to Franchisee upon request Franchisor retains the right to have the Group Marketing Fund reviewed or audited and reported on, at the expense of the Fund, by an independent certified public accountant selected by Franchisor

11 3 7 Franchisee acknowledges that the Fund is not a trust and Franchisor assumes no fiduciary duty in administering the Group Marketing Fund

11 4 Cooperative Advertising

Franchisor has the right, but not the obligation, to create a Cooperative Advertising program for the benefit of Omega Learning® Centers located within a particular region Franchisor has the right to collect and designate all or a portion of the Local Advertising for a Cooperative Advertising program Franchisor has the right to determine the composition of all geographic territories and market areas for the implementation of each Cooperative Advertising program and to require that Franchisee participate in such Cooperative

Advertising programs when established within Franchisee's region If a Cooperative Advertising program is implemented in a particular region, Franchisor has the right to establish an advertising council to self-administer the Cooperative Advertising program Franchisee shall participate in the council according to the council's rules and procedures and Franchisee shall abide by the council's decisions Should Franchisor establish a Cooperative Advertising program or programs with or without an advertising council, Franchisor has the right, but not the obligation, to change, dissolve or merge such program(s) and/or council(s) at any time

11 5 Internet Advertising

We have established a number of Internet Site Pages, internet advertising Landing Pages, and Business Profile Pages for the System We will develop sites and landing pages with specific parts that you are able to customize through Omega Connect with Franchisor approval Franchisor has complete control of your online presence and changes may be made as we deem appropriate, for your Franchised Center On omegalearning com, prospective customers will be able to find your center by entering their zip code All reference to your center name will remain consistent among all internet venues, based on your pre-approved center name

You are restricted from establishing a presence on, or marketing using, the Internet without our consent If you disagree with the content of your Franchisee's Page, our determinations will control We retain the sole right to advertise or use the Marks on the Internet We retain ownership of your Google, Yahoo, Bing, Yelp, and any other online business profile pages We may require you to provide content for our Internet marketing pages You must comply with our intranet and Internet usage rules, style guide, and requirements We retain the sole right to approve any linking to, or other use of, the Omega Learning® Center Internet site You must also obtain our prior written consent in order to establish or maintain a landing/splash page, online business profile or other presence on the Internet through any internet or social networking site in connection with the operation of your Franchised Center, including Facebook, LinkedIn, MySpace, Plaxo, Twitter or YouTube, that uses any variation of the Marks or references the System We must also approve your use of linking and framing between web pages and all other websites

Your Franchised Center will be assigned a matching center name and domain URL that include Omega Learning® Center, followed by your city or geo-targeted keyword URL's also include your state abbreviation For example, a center located in Acworth, Georgia may be assigned the center name, Omega Learning® Center – Acworth and be assigned the following URL Acworth-ga OmegaLearning com A center located in the eastern part of Cobb County may be assigned the center name Omega Learning® Center – East Cobb and assigned the following URL Eastcobb-ga OmegaLearning com

Once you launch the services of Omega Private Academy®, you are not permitted to have a separate Center name or URL used to promote these services Franchisee shall have no exclusive right to use the city, state or county name where the Franchised Center is located for purposes of advertising the franchised Center on the Internet Each franchised Center will be assigned a name which will identify the Center, at the time of the execution of its Lease Franchisee will have the exclusive right to that designated Center name within the System for purposes of Internet key-word advertising Once identified, no name changes can be made

Once a franchisee has been approved to open an Omega Private Academy, it will be provided with 8 free Franchisor assigned "Renweb email addresses" in the following format (center name) teacher(#)@omegalearning com For example, an Omega Private Academy teacher for Omega Learning Center-Douglasville will receive the following email addresses douglasvilleOPAteacher1@omegalearning com, etc There is typically no need for additional email addresses, however, approved additional email addresses beyond the initial 8, can be provided for $50 per year per email address Those fees are not refundable

12 ACCOUNTING, RECORDS AND REPORTING OBLIGATIONS

12 1 Records

During the term of this Agreement, Franchisee shall maintain full, complete and accurate books, records and accounts in accordance with the Standard Chart of Accounts (SCOA), prescribed by Franchisor in the Manual or otherwise in writing Franchisee shall retain during the term of this Agreement, and for three (3) years thereafter, all books and accounting records related to the Franchised Center including, without limitation, purchase orders, invoices, payroll records, sales tax records, state and federal tax returns, bank statements, cancelled checks, deposit receipts, cash receipts and disbursement journals, general ledgers, student contact information, enrollment forms, payment records, meeting notes, tutor correspondence, accreditation binders, student assessment test booklets, and any other financial records designated by Franchisor or required by law

Franchisee shall comply with all merchant card service rules and regulations, clearly stated in the merchant card service contract with Franchise Payments Network As such, no records of credit card numbers or check copies shall be kept in written form in a student's file folder Franchisees are required to record all checks, cash, and credit/debit card transactions in the Omega Connect point of sale (POS) system that is integrated with Franchise Payments Network Payment records and transaction details are encrypted and stored in Franchise Payment Network's system for subsequent retrieval and used for monthly program billing

12 2 Gross Sales Reports

Franchisee shall provide Franchisor access to accurate reporting of gross sales by entering all sales and funds collected into the Omega Connect System immediately upon receipt from customer, who is providing the payment information in person at the Franchised Center, over the phone, or through the internet Gross Sales Reporting in Omega Connect shall include funds collected by any means including, but not limited to, CASH, checks, and credit/debit cards All sales transactions and funds collected, except for cash, shall be processed through Franchisee's merchant card service account with Franchise Payments Network

The Omega Connect reporting system allows Franchisees to share vital, "real time" information to help increase Franchised Center sales, provides Franchisor with accurate and immediate System-wide sales figures, and fulfills the Franchised Center requirement to adhere to merchant card service compliance laws

The Omega Connect system generates a "Gross Sales Report" each week The Gross Sales Report shows all income reported from Thursday to the following Wednesday each week The report contains the Franchised Center's Royalty and GMF figures from the previous week's sales The report is reviewed by Franchisor and posted on the Omega Connect System on Friday of each week, allowing Franchisee the ability to review the report over the weekend Franchisee has until Sunday evening to review the report and email or call Franchisor with any inconsistencies or errors Franchisor deducts all applicable funds from Franchisee's account each Monday via ACH If Franchisee account funds are insufficient to cover the ACH items, Franchisee's payment will be deemed late and late fees apply

12 3 Financial Statements

Franchisee shall initially set up their QuickBooks in exact alignment with Franchisor's Standard Chart of Accounts (SCOA), so that is easily aligns with Qvinci Franchisee shall report on the Accrual basis Franchisee shall automatically sync their QuickBooks with Qvinci on or before the date designated by Franchisor Franchisee shall, at its expense, submit to Franchisor via email within ninety (90) days after the end of each calendar year, a Profit and Loss income statement for the calendar year just ended and a Balance Sheet as of the last day of the calendar year Such financial statements shall be prepared in accordance with Generally Accepted Accounting Principles ("GAAP") applied on a consistent basis If required by Franchisor, such financial statements shall be reviewed or audited by a certified public accountant

Franchisee shall submit to Franchisor such other periodic reports in the manner and at the time specified in the Manual or otherwise in writing You will pay the Qvinci license fee to Franchisor which is due on November 1 of each year The annual license fee is currently Two Hundred Seventy-Five Dollars ($275 00) but is subject to change

12 4 Other Reports

If applicable, Franchisee shall submit to Franchisor copies of all state sales tax returns that are required to be filed with the appropriate governmental agency and such other records as Franchisor may reasonably request from time to time or as specified in the Manual Franchisor shall have the right to release financial and operational information relating to the Franchised Center to Franchisor's lenders or prospective lenders Franchisee shall certify as true and correct all reports to be submitted pursuant to this Agreement

12 5 Computer System, Point of Sale System

Franchisee shall use Omega's Business Management Software System, Omega Connect, to enter all sales and funds collected immediately upon receipt from the customer, who is paying in person, over the internet, or by telephone Franchisee must use Franchisor's approved merchant card service supplier, Franchise Payments Network, to process all checks, credit, and debit cards Cash is the only form of payment NOT processed through Franchise Payments Network However, Cash transactions are still required to be entered into the Omega Connect System

Franchisees benefit from a single sign on, "real time" analytics, simultaneous Omega Connect/FPN system processing, and merchant card service compliance assurance

Franchisor reserves the right to require Franchisee to purchase additional computer and point of sale system hardware and software from vendors that Franchisor specifies Franchisor shall have full access to all of Franchisee's computer systems, point of sale systems, and all related information by means of direct access, either in person or Internet to permit Franchisor to verify Franchisee's compliance with its obligations under this Agreement Franchisee must comply with Franchisor's internet security policy as set forth in the Manual

12 6 Right to Inspect

Franchisor or its designee has the right, during normal business hours, to examine, copy and audit the books, records and tax returns of Franchisee If the audit or any other inspection should reveal that any payments to Franchisor have been underpaid, then Franchisee shall immediately pay to Franchisor the amount of the underpayment plus interest from the date such amount was due until paid at the rate of eighteen percent (18%) per annum (or the highest rate allowed by the law of the state where Franchisee is located, whichever is lower) If the audit or any other inspection should reveal that Franchisee has not spent the required amount of its monthly Gross Sales on Local Advertising or if the inspection discloses an underpayment of two percent (2%) or more of the amount due for any period covered by the audit, Franchisee shall, in addition, reimburse Franchisor for any and all costs and expenses connected with the inspection (including, without limitation, travel expenses and reasonable accounting and attorneys' fees) The foregoing remedies shall be in addition to any other remedies Franchisor may have

12 7 Release of Records

At Franchisor's request, Franchisee shall authorize and direct any third parties, including accounting and legal professionals, to release to Franchisor all accounting and financial records arising from or relating to the operation of the Franchised Center including, but not limited to, records evidencing Gross Sales, profits, losses, income, tax liabilities, tax payments, revenues, expenses, and any correspondence, notes, memoranda, audits, business records, or internal accounts within said third parties' possession, custody or control, and to continue to release such records to Franchisor on a monthly basis for the length of the unexpired term of this Agreement or until such time as Franchisor withdraws its request, provided, however,

nothing set forth in this Section 12 7 shall require Franchisee or its legal counsel to release records that are attorney work product or that are otherwise subject to the attorney-client privilege Franchisee shall execute all documents necessary to facilitate the release of records referenced herein to Franchisor

13 STANDARDS OF OPERATION

13 1 Authorized Products, Services and Suppliers

13 1 1 Franchisee acknowledges that the reputation and goodwill of the System is based in large part on offering high quality services and products to its customers Accordingly, Franchisee shall provide or offer for sale or use at the Franchised Center only those supplies, signs, equipment and other items and services that Franchisor from time to time approves (and which are not thereafter disapproved) and that comply with Franchisor's specifications and quality standards If required by Franchisor, any such items or services shall be purchased only from "Approved Suppliers" that Franchisor designates or approves (which might include, or be limited to, Franchisor or an Affiliate) Franchisee shall not offer for sale, sell or provide through the Franchised Center or from the Approved Location any services or products that Franchisor has not approved Franchisee shall maintain an adequate supply of instructional and other items as Franchisor shall direct, such items shall include test booklets, presentation folders, branded tablets and mouse pads and other items

13 1 2 Franchisor shall provide Franchisee, in the Manual or other written or electronic form, with a list of specifications and, if required, a list of Approved Suppliers for some or all of the supplies, signs, equipment and other approved or specified items and services, and Franchisor may from time to time issue revisions to such list If Franchisor or an Affiliate is an Approved Supplier, Franchisee shall execute a standard form purchase or supply agreement for the items to be supplied by Franchisor or its Affiliate If Franchisee desires to utilize any services or products that Franchisor has not approved (for services and products that require supplier approval), Franchisee shall first send Franchisor sufficient information, specifications and samples for Franchisor to determine whether the service or product complies with its standards and specifications or whether the supplier meets its Approved Supplier criteria Franchisee shall bear all expenses incurred by Franchisor in connection with determining whether it shall approve an item, service or supplier Franchisor will decide within a reasonable time (usually thirty [30] days) after receiving the required information whether Franchisee may purchase or lease such items or services or from such supplier Approval of a supplier may be conditioned on the supplier's ability to provide sufficient quantity of product, quality of services or products at competitive prices, production and delivery capability, and dependability and general reputation Nothing in this Section shall be construed to require Franchisor to approve any particular supplier, or to require Franchisor to make available to prospective suppliers, standards and specifications that Franchisor deems confidential

13 1 3 Notwithstanding anything contrary in this Agreement, Franchisor has the right to review from time to time its approval of any items or suppliers Franchisor may revoke its approval of any item, service or supplier at any time by notifying Franchisee and/or the supplier Franchisee shall, at its own expense, promptly cease using, selling or providing any items or services disapproved by Franchisor and shall promptly cease purchasing from suppliers disapproved by Franchisor

13 1 4 Franchisor has the right to designate certain services and products, not otherwise authorized for general use as part of the System, to be offered locally or regionally based upon such factors as Franchisor determines including, but not limited to, franchisee qualifications, test marketing and regional or local differences Franchisor has the right to give its consent to one (1) or more franchisees to provide certain services or products not authorized for general use as part of the System Such consent will be based upon the factors set forth in Section 10 3 and shall not create any rights in Franchisee to provide the same services or products

13 1 5 Franchisor has the right to retain volume rebates, markups and other benefits from suppliers or in connection with the furnishing of suppliers Franchisee shall have no entitlement to or interest in any such benefits

13 2 Omega Private Academy®

Franchisor has established a private school to be launched within 2 years of the Omega Learning® Center Grand Opening The purpose of launching the services of a small group classroom private school during daytime business hours is to serve as an additional stream of revenue to franchisees ("Omega Private Academy®") Omega Private Academy® provides individualized instruction in a small group classroom learning environment, typically 8 1 student teacher ratio The required hours of operation are Monday through Thursday from 8 30 am- 2 pm Friday is designated for independent home study for the students Centers have scheduling flexibility and the option of offering additional classes and electives during after school hours and Fridays In order for Franchisee to launch their Omega Private Academy®, Franchisee must print all marketing materials and attend one week (40 hours) of additional training at the Franchisor Support Center in Kennesaw, GA In addition, Franchisee must be in complete and full compliance with every aspect of the franchise System and AdvancED Accreditation Standards Franchisee must also have the ability to hire the then required number of teachers within the specified Academy Launch time period Franchisees typically launch their Academy in January for an August school year start

Additionally, Franchisee may need to apply for and receive additional permitting for the addition of this business type in their current center space Franchisee must comply with additional requirements, standards, and specifications associated with developing and operating an Omega Private Academy®, as described in the then current Operations Manual

13 2 1 Omega Private Academy Online License Set-Up and Support Fee

Once a Franchisee has been approved to offer Franchisor's on-line private school services, Franchisee will be provided with access to Franchisor's school district license to the web-based on-line curriculum provider of Franchisor's choice Franchisee must pay a one-time fee of Five Hundred Dollars ($500 00) for the license, set-up and support

13 3 Omega Connect Business Management Software

13 3 1 Franchisor has acquired and/or obtained the right to license proprietary software especially suited for use in the operation of Omega Learning® Centers referred to as the "Omega Connect and Business Management Software "

13 3 2 Franchisee acknowledges that the Omega Connect Business Management Software acquired and/or obtained by Franchisor is distinctive as a result of being acquired and/or obtained pursuant to Franchisor's experience and is inextricably interrelated with the Marks Franchisee shall license the Omega Connect Business Management Software exclusively from Franchisor, or a supplier designated by Franchisor Franchisee shall, at all times, maintain access to the Omega Connect Business Management Software, as it is necessary to successfully operate the Franchised Center

13 3 3 Franchisor commits to provide the Omega Connect Business Management Software at a competitive monthly fee, however, Franchisee acknowledges that Franchisor has the right to earn a profit from Omega Connect Business Management Software Fees

13 3 4 Franchisee acknowledges and agrees that (i) the Omega Connect and Business Management Software may be unavailable for use from time to time, for periodic updating, maintenance, and otherwise (collectively, the "Downtime"), (ii) Franchisee will have no right to compensation, including

without limitation refunds or setoff, as a result of such Downtime, and (iii) Franchisor shall have no liability arising out of or related to such Downtime

13 4 Appearance and Condition of the Franchised Center

Franchisee shall maintain the Franchised Center and the Approved Location in "like new" condition, and shall repair or replace equipment, fixtures, supplies, inventory and signage as necessary to comply with the health and safety standards and specifications of Franchisor and Franchisee's lessor and any applicable laws or regulations The expense of such maintenance shall be borne by Franchisee and shall be in addition to any required System modifications, as described in Section 10 2

13 5 Ownership and Management

The Franchised Center shall, at all times, be under the direct supervision of Franchisee The Franchisee is referred to as the Center Director and shall devote sufficient efforts to the management of the day-to-day operation of the Franchised Center, but not less than thirty-five (35) hours per week, excluding vacation, sick leave and similar absences Franchisee shall keep Franchisor informed, in writing, at all times of the identity of its Designated Manager Franchisee must not engage in any business or other activities that will conflict with its obligations under this Agreement

13 6 Days of Operation

For Centers without an Academy in operation, Franchisee shall keep the Franchised Center open for business during the following minimum hours of operation Monday through Thursday 11 am to 7 pm Fridays from 11 am to 4 pm, and Saturdays from 10 am to 12 pm All centers are required to be closed on Sundays

For center with an Academy in operation, Franchisee shall keep the Franchised Center open for business during the following minimum hours of operation Monday through Thursday 8 am to 7 pm, Fridays from 11 am to 4 pm, and Saturdays from 10 am to 12 pm All centers are required to be closed on Sundays

Franchisor reserves the right to change the required minimum hours of operation All changes will be clearly defined in the Operations manual

13 7 Personnel

Franchisee shall maintain competent and conscientious personnel to operate the Franchised Center in accordance with this Agreement and the Manual Franchisee shall train or cause the training of all personnel as and when required by prudent business practices, System standards or this Agreement Franchisee must conduct criminal background checks, as well as, child abuse registry checks on all of its employees or independent contractors who will provide instruction to students or perform work at the Approved Location for the Franchised Center once the Franchised Center commences operations At Franchisor's request, Franchisee must provide Franchisor with copies of employment contracts and documentation or independent contractor agreements relating to each of Franchisee's instructors, including, but not limited to, employment or other application materials, I-9 immigration and naturalization forms and the results of criminal background checks and child abuse registry checks Franchisee must timely and fully pay each of its employees and independent contractors to ensure that there is no interruption of services to its students All costs associated with Franchisee's performance of its obligations under this Section shall be the sole responsibility of Franchisee Franchisee must hire a certified teacher to administer the Woodcock Johnson III test of achievement Franchisee must hire certified teachers to tutor all grades K-8

13 7 1 You are solely responsible for the day-to-day operation of your Franchised Business and its employees You will be solely responsible for recruiting and hiring the persons you

employ to operate the Franchised Business You are responsible for their training, wages, taxes, benefits, safety, schedules, work conditions, assignments, discipline and termination At no point will you or your employees be deemed to be employees of Presents of Mine Franchising Company, LLC

13 7 2 Franchisee shall obtain from each of its personnel an acknowledgement signed by such personnel providing that such individual understands, acknowledges, and agrees that he or she is an employee of Franchisee and not Franchisor and that such individual shall look solely to Franchisee for his or her compensation and for all other matters related to their relationship with Franchisee

13 7 3 Franchisee shall post a notice on an employee bulletin board clearly visible to employees at the Franchised Business notifying all employees of their employer and clearly stating that neither Franchisor nor its affiliates are an employer of the employees

13 7 4 Franchisee's employees are not Franchisor's agents or employees and Franchisor is not a joint employer of these individuals Franchisee is solely responsible for performing all administrative functions of the Franchised Business, including payroll and providing worker s compensation insurance Franchisee acknowledges that it is not economically dependent on Franchisor and that Franchisor does not provide facilities, equipment or house or transport Franchisee's employees or provide to Franchisee employees tools or materials required for Franchisee's employees to perform services for Franchisee

13 8 Contributions and Donations

In order to protect the Marks, Franchisee must obtain Franchisor's prior written consent before making any contributions or donations of items, services or funds to any individual or entity, or provide any type of other benefit to any charitable, religious, political, social, civic or other type of organization (or to any individual on behalf of any organization) Franchisor may withhold any such consent in its sole and absolute discretion

13 9 Licenses, Permits, Accreditation Fees and Visits

13 9 1 Franchisee shall secure and maintain in force and prominently display all required licenses, permits and certificates necessary for the operation of the Franchised Center and shall operate the Franchised Center in full compliance with all applicable laws, ordinances and regulations Franchisor makes no representation to Franchisee with regard to any legal requirements that Franchisee must satisfy or comply with in connection with the operation of the Franchised Center Franchisee shall be solely responsible for investigating and complying with all such laws, ordinances and regulations with regard to the operation of the Franchised Center

13 9 2 Franchisee shall pay to Franchisor, an Accreditation/Compliance Fee at the time of the signing of the Franchise Agreement The amount of the initial Accreditation/Compliance Fee will vary, based upon the number of years remaining on the Franchisor's current accreditation The Initial Accreditation Fee will equal the number of years remaining on Franchisor's then-current accreditation period multiplied by $2,500 per number of remaining years Thereafter, at the commencement of Franchisor's next, and subsequent accreditation renewal periods of five (5) years, Franchisee shall pay an annual fee of the greater of Two Thousand Five Hundred Dollars ($2,500) per year, or the annual accreditation fee as it may be increased by the accrediting body, in the future Franchisor may permit the annual Accreditation Fee to be paid in quarterly installments Franchisor shall remit the Accreditation Fees paid by Franchisee to the AdvancED accreditation organization Thereafter, on April 1 of each year, Franchisee shall pay the required annual accreditation/compliance fee fees to Franchisor via ACH payment

The failure of Franchisee to pay the entire accreditation/compliance fee when due is a material and non-curable default of this Agreement

13 9 3 Franchisee shall pay to Franchisor via ACH payment, Five Hundred Dollars ($500 00) on October 31, 2020 and periodically thereafter, as required for the cost of the accreditation visit conducted by representatives of AdvancED plus ten (10%) percent of the Franchisor's cost of the External Review Fee charged by the accrediting body for its review of Franchisor's related educational services

13 9 4 Franchisee shall pay the fees associated obtaining licenses and materials for academic testing and student assessments, as may be required by Franchisor from time to time, including, but not limited to a license for the Woodcock Johnson IV Academic testing, with a current license fee of Two Thousand Five Hundred Dollars ($2,500 00)

13 9 5 Franchisee must pay to Franchisor, upon written notice, a fee of Five Hundred Dollars ($500 00) per month for each month or partial month in which Franchisee is not in compliance with AdvancED accreditation requirements Franchisor shall grant Franchisee five (5) days to bring its Center into compliance after notice, prior to the imposition of the foregoing non-compliance fee

13 10 Notification of Proceedings

Franchisee shall notify Franchisor in writing of the commencement of any action, suit or proceeding involving Franchisee or the Franchised Center, and of the issuance of any order, writ, injunction, judgment, award or decree which may affect the operation or financial condition of the Franchised Center not more than five (5) days after notice of such commencement or issuance Franchisee shall deliver to Franchisor not more than five (5) days after Franchisee's receipt thereof, a copy of any inspection report, warning, certificate or rating by any governmental agency relating to any health or safety law, rule or regulation that reflects Franchisee's failure to meet and maintain the highest applicable rating or Franchisee's noncompliance or less than full compliance with any applicable law, rule or regulation

13 11 Compliance with Good Business Practices

Franchisee acknowledges that the quality of customer service, and every detail of appearance and demeanor of Franchisee and its employees, is material to this Agreement and the relationship created and licenses granted hereby Therefore, Franchisee shall endeavor to maintain high standards of quality and service in the operation of the Franchised Center Franchisee shall at all times give prompt, courteous and efficient service to customers of the Franchised Center The Franchised Center shall in all dealings with its customers, vendors and the general public, adhere to the highest standards of honesty, fair dealing and ethical conduct If Franchisor deems that Franchisee did not fairly handle a customer complaint, Franchisor has the right to intervene and satisfy the customer Franchisor has the right to terminate this Agreement for violation of this Section Franchisee shall reimburse Franchisor for all costs incurred by Franchisor in servicing a customer of the Franchised Center pursuant to this Section Franchisee shall join and obtain accreditation from its city or state Better Business Bureau and maintain an "A" or comparable rating Franchisee shall respond to all Better Business Bureau complaints within thirty (30) days

13 12 Uniforms

Franchisee shall abide by any uniform or dress code requirements stated in the Manual or otherwise Uniforms, if required, must be purchased from an Approved Supplier, if such is designated, or if none, then a supplier who meets Franchisor's specifications and quality standards for uniforms

13 13 Credit Cards

Franchisee must use Franchisor's designated vendor, Franchise Payments Network, for processing all merchant card services, including checks and credit/debit cards Franchisee must process all customer checks as ACH Franchisee shall access the Franchise Payments Network merchant card system exclusively

through the Omega Connect gateway or in accordance with Franchisor's then-current standards Although Franchise Payments Network's merchant card service system is integrated into Franchisor's Omega Connect software system, Franchisor may require Franchisee, at its expense, to change merchant card service providers and/or lease or purchase merchant card service equipment and/or software

13 14 E-Mail

Franchisee must use Microsoft Outlook for all Center e-mail correspondence and have Microsoft Office installed on the front desk and conference room(s) computers at the Center Franchisee shall, at all times and at Franchisee's expense, maintain an e-mail address and account for communicating with Franchisor Franchisee may change its e-mail address by giving written notice of such change of address to Franchisor Each franchised Center is assigned an e-mail address through Smartermail in the following format centername@omegalearning com All Center correspondence must be sent from that e-mail address Each Franchisee is assigned an Omega email address through SmarterMail in the following format firstname lastname@omegalearning com When applicable, Omega Private Academy® teachers may also be assigned SmarterMail email addresses upon written Franchisee request

13 15 Best Efforts

Franchisee shall use its best efforts to promote and increase the sales and recognition of services offered through the Franchised Center Franchisee shall require all of Franchisee's employees, managers, officers, agents and representatives to make a good faith effort to enhance and improve the System and the sales of all services and products provided as part of the System

13 16 Responding to Communications from Franchisor

Franchisee will respond to any and all of Franchisor's telephone messages, emails, letters, facsimile transmissions, and other communications directed to Franchisee, by the end of the business day after the earlier of (i) the day such items are received by Franchisee, (ii) the day such items are delivered to any of Franchisee's electronic communications media, such as Franchisee's telephone, Smartphone, or email, or (iii) the day such items are delivered to Franchisee's Center or principal business address

13 17 Surveillance System

Franchisee must purchase or lease and install such audio and video surveillance and recording devices and systems in the Center, as designated by Franchisor in the Manual Video and audio surveillance and recording systems must be operational and in use twenty-four (24) hours of each day All parts of the Center must be under video and audio surveillance at all times Franchisor shall have real-time unlimited access to the video and audio surveillance of Franchisee's Center

13 18 Attendance at Annual Meetings

Franchisee is required to attend Annual Meetings or Conventions of franchisees as may be held by Franchisor Franchisee acknowledges that the Annual Meetings may include the dissemination of information concerning the franchise system that is material to Franchisee's operation of the Center Franchisor may require Franchisee to attend training at Franchisee's expense should Franchisee fail to attend the Annual Meeting

14 FRANCHISOR'S ADDITIONAL OPERATIONS ASSISTANCE

14 1 General Advice and Guidance

Franchisor shall be available to render advice, discuss problems and offer general guidance to Franchisee by telephone, e-mail, facsimile, newsletters, webinars, meetings, and other methods with respect to planning, opening and operating the Franchised Center Franchisor shall not charge for this service, however, Franchisor retains the right to refuse or charge a fee for this service should Franchisee be deemed by Franchisor to be utilizing this service too frequently or in an unintended manner Franchisor's advice

or guidance to Franchisee relative to prices for services and products that, in Franchisor's judgment, constitutes best demonstrated practices and is based upon the experience of Franchisor and its franchisees in operating Omega Learning® Centers and an analysis of costs and prices charged for competitive services and products Franchisee shall have the sole right to determine the prices to be charged by the Franchised Center, provided, however, Franchisee must apply consistent pricing among all customers without bias and provide a consistent pricing structure for prepay and monthly paid students Franchisee shall apply the same registration fee for all new students Franchisor shall have the sole right to determine pricing for products sold through the Omega Learning® Center Internet site, including products sold to persons identified as customers of the Franchised Center

14 2 Periodic Visits

Franchisor or Franchisor's representative shall make periodic visits ("Field Visits"), which may be announced or unannounced, to the Franchised Center for the purposes of consultation, assistance and guidance with respect to various aspects of the operation and management of the Franchised Center Franchisor and Franchisor's representatives who visit the Franchised Center may prepare written reports detailing any problems or concerns discovered during any such visit and outlining any required or suggested changes or improvements in the operations of the Franchised Center Franchisor shall provide Franchisee with online access to such field visit report Franchisee shall implement any required changes or improvements as required by Franchisor with time being of the essence Franchisor shall rate the Franchised Center after each Field Visit on a scale of one (1) to one hundred (100) points based on Franchisee's Operations Manual compliance and the Center's financial and non-financial KPI's as reported within Omega Connect Franchisee must attain a minimum rating of seventy (70) In the event that a Field Visit results in a score of less than seventy (70) for the Franchised Center, Franchisor may recommend remedial training at the Franchisor's headquarters or another location determined by Franchisor, at Franchisee's expense In the event Franchisee attains a score of less than seventy (70) two (2) times within a twelve (12) month period, Franchisee must attend and successfully complete one week (40 hours) of remedial training at Franchisee's expense at Franchisor's headquarters or such other location determined by Franchisor

15 INSURANCE

15 1 Types and Amounts of Coverage

At its sole expense, Franchisee shall procure from Franchisor's approved vendor, within sixty (60) days of the Effective Date, and maintain in full force and effect during the term of this Agreement, the types of insurance listed below All policies (except any workers' compensation insurance) shall expressly name Franchisor as an additional insured or loss payee and all shall contain a waiver of all subrogation rights against Franchisor and its successors and assigns In addition to any other insurance that may be required by applicable law, or by lender or lessor, Franchisee shall procure

15 1 1 "all risk" property insurance coverage on all assets including inventory, furniture, fixtures, equipment, supplies and other property used in the operation of the Franchised Center Franchisee's property insurance policy shall include coverage for fire, vandalism and malicious mischief and must have coverage limits of at least full replacement cost,

15 1 2 workers' compensation insurance that complies with the statutory requirements of the state in which the Franchised Center is located and employer liability coverage with a minimum limit of One Hundred Thousand Dollars ($100,000 00) or, if higher, the statutory minimum limit as required by state law,

15 1 3 comprehensive general liability insurance against claims for bodily and personal injury, death and property damage caused by, or occurring in conjunction with, the operation of the

Franchised Center, or Franchisee's conduct of business pursuant to this Agreement, with a minimum liability coverage of One Million Dollars ($1,000,000 00) per occurrence and Two Million Dollars ($2,000,000 00) in the aggregate or, if higher, the statutory minimum limit required by state law, medical payments coverage of at least Five Thousand Dollars ($5,000 00),

15 1 4 automobile liability insurance for owned or hired vehicles, with a combined single limit of at least One Million Dollars ($1,000,000 00) or, if higher, the statutory minimum limit required by state law, and

15 1 5 such insurance as necessary to provide coverage under the indemnity provisions set forth in Section 21 3

15 2 Future Increases

Franchisor has the right to reasonably increase the minimum liability protection requirement annually and require different or additional insurance coverage(s) to reflect inflation, changes in standards of liability, future damage awards or other relevant changes in circumstances

15 3 Carrier Standards

Franchisor may require Franchisee to purchase the insurance Franchisor requires from an insurer Franchisor designates If Franchisor does not designate an insurer, Franchisee must purchase the insurance Franchisor requires from an insurance company licensed in the state in which Franchisee operates, that has at least an "A" Rating Classification as indicated in the latest issue of A M Best's Key Rating Guide

15 4 Evidence of Coverage

Franchisee's obligation to obtain and maintain the foregoing policies shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of this obligation relieve it of liability under the indemnity provisions set forth in Section 21 3 Franchisee shall provide, annually, certificates of insurance showing compliance with the foregoing requirements Such certificates shall state that said policy or policies shall not be canceled or altered without at least thirty (30) days' prior written notice to Franchisor and shall reflect proof of payment of premiums

15 5 Failure to Maintain Coverage

Should Franchisee not procure and maintain insurance coverage as required by this Agreement, Franchisor has the right (but not the obligation) to immediately procure such insurance coverage and to charge the premiums to Franchisee, which charges, together with a reasonable fee for expenses incurred by Franchisor in connection with such procurement, shall be payable by Franchisee immediately upon notice

16 DEFAULT AND TERMINATION

16 1 Termination by Franchisee

If Franchisee is in full compliance with all of the terms of this Agreement and Franchisor materially breaches this Agreement and fails to commence reasonable efforts to cure such breach within thirty (30) days after receiving written notice identifying the claimed breach, Franchisee may elect to terminate this Agreement unless the breach cannot reasonably be cured within such thirty (30) days If the breach cannot reasonably be cured in such thirty (30) days, Franchisee may elect to terminate this Agreement only if Franchisor does not promptly undertake and continue efforts to cure such material breach within a reasonable period of time and furnish Franchisee reasonable proof of such efforts

16 2 Termination by Franchisor

16 2 1 Franchisor has the right to terminate this Agreement, without any opportunity to cure by Franchisee, if Franchisee

16 2 1 1 fails to timely select an approved site for or establish, equip and commence operations of the Franchised Center pursuant to Section 5,

16 2 1 2 fails to have its Designated Manager satisfactorily complete any training program pursuant to Section 8,

16 2 1 3 made any material misrepresentation or omission in its application for the Franchise or otherwise to Franchisor in the course of entering into this Agreement,

16 2 1 4 is convicted of or pleads no contest to a felony or other crime or offense that is likely to adversely affect the reputation of Franchisor, Franchisee or the Franchised Center,

16 2 1 5 after notices to cure, fails to refrain from activities, behavior or conduct likely to adversely affect the reputation of Franchisor, Franchisee or the Franchised Center,

16 2 1 6 discloses, duplicates or otherwise uses in an unauthorized manner any portion of the Manual, Trade Secrets or any other Confidential Information,

16 2 1 7 if required by Franchisor, fails to have any holder of a legal or beneficial interest in Franchisee, and any officer, director, executive, or manager of Franchisee, execute an Individual Confidentiality Agreement and an Individual Covenant Not to Compete, in the form Franchisor then requires, on the earlier of the execution of this Agreement or each such person's affiliation with Franchisee, or fails to provide Franchisor with copies of all such Individual Confidentiality Agreements and Individual Covenants Not to Compete,

16 2 1 8 abandons, fails or refuses to actively operate the Franchised Center for five (5) or more consecutive days (unless the Franchised Center has not been operational for a purpose approved by Franchisor), or, if first approved by Franchisor, fails to promptly relocate the Franchised Center following the expiration or termination of the lease for the Approved Location, the destruction or condemnation of the Approved Location or any other event rendering the Approved Location unusable,

16 2 1 9 surrenders or transfers control of the operation of the Franchised Center without Franchisor's approval, makes or attempts to make an unauthorized direct or indirect assignment of the Franchise or an ownership interest in Franchisee, or fails or refuses to assign the Franchise or the interest in Franchisee of a deceased or incapacitated owner thereof as herein required,

16 2 1 10 fails to maintain the Franchised Center under the primary supervision of a Designated Manager during the one hundred eighty (180) days following the death or Incapacity of Franchisee or any holder of a legal or beneficial interest in Franchisee pursuant to Section 18 6,

16 2 1 11 submits to Franchisor on two (2) or more separate occasions at any time during the term of the Franchise any reports or other data, information or supporting records that understate any Royalty Fee or any other fees owed to Franchisor by more than three percent (3%) for any accounting period and Franchisee is unable to demonstrate that such understatements resulted from inadvertent error,

16 2 1 12 is adjudicated as bankrupt, becomes insolvent, commits any affirmative act of insolvency, or files any action or petition of insolvency, if a receiver of its property or any part thereof is appointed by a court, if it makes a general assignment for the benefit of its creditors, if a final judgment remains unsatisfied of record for thirty (30) days or longer (unless *supersedeas* bond is filed), if execution is levied against Franchisee's business or property, if a suit to foreclose any lien or mortgage against its Approved Location or equipment is instituted against Franchisee and not dismissed within thirty (30) days or is not in the process of being dismissed,

16 2 1 13 misuses or makes an unauthorized use of any of the Marks or commits any other act which can reasonably be expected to impair the goodwill associated with any of the Marks,

16 2 1 14 fails on two (2) or more separate occasions within any period of twelve (12) consecutive months to submit reports or other information or supporting records when due, to pay any Royalty Fee, Marketing Fund Contribution, amounts due for purchases from Franchisor and any Affiliate, or other payment when due to Franchisor or any Affiliate, whether or not such failures to comply are corrected after notice thereof is delivered to Franchisee,

16 2 1 15 continues to violate any health or safety law ordinance or regulation, or operates the Franchised Center in a manner that presents a health or safety hazard to its customers, employees or the public,

16 2 1 16 engages in any activity exclusively reserved to Franchisor,

16 2 1 17 fails to comply with any applicable law or regulation within ten (10) days after being given notice of noncompliance,

16 2 1 18 repeatedly breaches this Agreement and/or repeatedly fails to comply with mandatory specifications, customer service standards or operating procedures prescribed in the Manual, whether or not previous breaches or failures are cured,

16 2 1 19 defaults under any other agreement between Franchisor (or any Affiliate) and Franchisee, such that Franchisor or its Affiliate, as the case may be, has the right to terminate such agreement or such agreement automatically terminates,

16 2 1 20 fails to pay any required accreditation fees as required by Section 13 9, when due,

16 2 1 21 fails to successfully complete the remedial training as may be required pursuant to Section 14 2,

16 2 1 22 fails on two (2) or more occasions within any twelve (12) month period to report revenues in Omega Connect at the Point of Sale, or fail on two (2) or more occasions within any twelve (12) month period to sync its QuickBooks with Qvnci,

16 2 1 23 fails on 2 or more occasions to comply with Franchisor's ongoing training requirement by the prescribed deadline, or

16 2 1 24 fails on 2 or more Quarterly Marketing Reports to fulfill its local marketing requirement and provide required supporting documentation

16 2 2 Except as otherwise provided in Section 16 2 1, Franchisor has the right to terminate this Agreement for the following breaches and defaults by giving notice of such termination stating the nature of the default, provided, however, that Franchisee may avoid termination by curing such default or failure (or by providing proof acceptable to Franchisor that Franchisee has made all reasonable efforts to cure such default or failure and shall continue to make all reasonable efforts to cure until a cure is affected if such default or failure cannot reasonably be cured before the effective date of the termination) within the specified period

16 2 2 1 within one (1) day of receiving notice of Franchisee's default of Section 13 16 of this Agreement,

16 2 2 2 within five (5) days of receiving notice of Franchisee's failure to pay any amounts due to Franchisor,

16 2 2 3 within ten (10) days of receiving notice of Franchisee's failure to maintain insurance as specified in Section 8 of this Agreement, or

16 2 2 4 within thirty (30) days of receiving notice of any other default by Franchisee or upon Franchisee's failure to comply with any mandatory specification, standard or operating procedure prescribed in the Manual or otherwise prescribed in writing

16 3 Reinstatement and Extension

If provisions of this Agreement provide for periods of notice less than those required by applicable law, or provide for termination, cancellation or non-renewal other than in accordance with applicable law, Franchisor may reinstate or extend the term of this Agreement for the purpose of complying with applicable law by submitting a written notice to Franchisee without waiving any of Franchisor's rights under this Agreement

16 4 Right of Franchisor to Discontinue Services to Franchisee

If Franchisee is in breach of any obligation under this Agreement, and Franchisor delivers to Franchisee a notice of termination pursuant to Section 16 2 2, Franchisor has the right to suspend its performance of any of its obligations under this Agreement including, without limitation, the sale or supply of any services or products for which Franchisor is an Approved Supplier to Franchisee, until such time as Franchisee corrects the breach

16 5 Right of Franchisor to Operate Franchised Center

Following the delivery of a notice of termination pursuant to Section 16 2 2, if necessary in Franchisor's discretion, Franchisor shall have the right, but not the obligation, to assume the operation of the Franchised Center until such time as Franchisee corrects the breach Franchisor may charge a management fee as stated in the Manual from time to time, currently equal to Five Hundred Dollars ($500 00) per day, and Franchisor shall be entitled to reimbursement of any expenses Franchisor incurs that are not paid out of the operating cash flow of the Franchised Center

17 RIGHTS AND DUTIES UPON EXPIRATION OR TERMINATION

17 1 Actions to be Taken

Except as otherwise provided herein, upon termination or expiration, this Agreement and all rights granted hereunder to Franchisee shall terminate and Franchisee shall

17 1 1 immediately cease to operate the Franchised Center and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor,

17 1 2 cease to use the Trade Secrets, Confidential Information, the System and the Marks including, without limitation, Internet sites, domain names, email addresses, all signs, slogans, symbols, logos, advertising materials, stationery, forms and any other items which display or are associated with the Marks,

17 1 3 upon demand by Franchisor, immediately assign (or, if an assignment is prohibited, sublease for the full remaining term, and on the same terms and conditions as Franchisee's lease) its interest in the lease then in effect for the Approved Location to Franchisor and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement, and Franchisor has the right to pay rent and other expenses directly to the party to whom such payment is ultimately due,

17 1 4 take such action as may be necessary to cancel or assign to Franchisor, at Franchisor's option any assumed name or equivalent registration filed with state, city or county authorities which contains the name "Omega Learning® Center" or any other Mark, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement,

17 1 5 pay all sums owing to Franchisor and any Affiliate, which may include, but not be limited to, all damages, costs and expenses, including reasonable attorneys' fees, including attorneys' fees associated with any arbitration, appellate or bankruptcy proceedings, unpaid Royalty Fees, and any other amounts due to Franchisor or any Affiliate,

17 1 6 pay to Franchisor all costs and expenses, including reasonable attorneys' fees, incurred by Franchisor subsequent to the termination or expiration of the Franchise in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement,

17 1 7 immediately return to Franchisor hard copies of the Manual, in whole or in part, Trade Secrets and all other Confidential Information including records, files, instructions, brochures booklets, agreements, disclosure statements and any and all other materials provided by Franchisor to Franchisee relating to the operation of the Franchised Center (all of which are acknowledged to be Franchisor's property),

17 1 8 assign all telephone listings and numbers and internet passwords for the Franchised Center to Franchisor and shall notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any telephone numbers or facsimile numbers associated with the Marks in any regular, classified or other telephone directory listing and shall authorize transfer of same to or at the direction of Franchisor, and

17 1 9 comply with all other applicable provisions of this Agreement

17 2 Post-Termination Covenant Not to Compete

Franchisee acknowledges that the restrictive covenants contained in this Section and in Section 7 are fair and reasonable and are justifiably required for purposes including, but not limited to, the following

17 2 1 to protect the Trade Secrets and other Confidential Information of Franchisor,

17 2 2 to induce Franchisor to grant a Franchise to Franchisee, and

17 2 3 to protect Franchisor against its costs in training Franchisee and its officers, directors, executives, and Designated Managers

17 2 4 Except as otherwise approved in writing by Franchisor, neither Franchisee, nor any holder of a legal or beneficial interest in Franchisee, nor any officer, director, executive, or manager of Franchisee, shall, for a period of two (2) years after the expiration or termination of this Agreement, regardless of the cause of termination, or indirectly, for themselves or through, on behalf of or in conjunction with, any person, persons, partnership, corporation, limited liability company or other business entity

17 2 5 act as a director, officer, partner, employee, independent contractor, consultant, principal or proprietor or participate or assist in the establishment of any Competitive Business located or operating within the Area of Primary Responsibility, or

17 2 6 solicit or otherwise attempt to induce or influence any customer, employee or other business associate of Franchisor to terminate or modify his, her or its business relationship with Franchisor or to compete against Franchisor

17 2 7 In furtherance of this Section, Franchisor has the right to require certain individuals to execute standard form nondisclosure or non-competition agreements in a form the same as or similar to the Individual Confidentiality Agreement attached to Exhibit 1 and the Individual Covenant Not to Compete attached to Exhibit 2

17 3 Unfair Competition

If Franchisee operates any other business, Franchisee shall not use any reproduction, counterfeit, copy or colorable imitation of the Marks, either in connection with such other business or the promotion thereof, that is likely to cause confusion, mistake or deception, or that is likely to dilute Franchisor's rights in the Marks Franchisee shall not utilize any designation of origin, description or representation that falsely suggests or represents an association or connection with Franchisor This Section is not intended as an approval of Franchisee's right to operate other businesses and in no way is it intended to contradict Sections 7, 17 1 or 17 2 If Franchisor elects not to receive an assignment or sublease of the Approved Location, Franchisee shall make such modifications or alterations to the Approved Location (including changing telephone and facsimile numbers) immediately upon termination or expiration of this Agreement as may be necessary to prevent any association between Franchisor or the System and any business subsequently operated by Franchisee or others at the Approved Location Franchisee shall make such specific additional changes to the Approved Location as Franchisor may reasonably request for that purpose including, without limitation, removal of all physical and structural features identifying or distinctive to the System If Franchisee fails or refuses to comply with the requirements of this Section, Franchisor has the right to enter upon the Approved Location for the purpose of making or causing to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee shall pay upon demand

17 4 Franchisor's Option to Purchase Certain Business Assets

Franchisor has the right (but not the duty), for a period of thirty (30) days after termination or expiration of this Agreement, to purchase any or all assets of the Franchised Center including leasehold improvements, equipment, supplies and other inventory The purchase price shall be equal to the assets' fair market value, as determined by an independent appraiser Franchisor selects If Franchisor elects to exercise this option to purchase, it has the right to set off all amounts due from Franchisee under this Agreement, if any, against the purchase price

17 5 Survival of Certain Provisions

All obligations of Franchisor and Franchisee, which expressly or by their nature survive the expiration or termination of this Agreement, shall continue in full force and effect subsequent to and notwithstanding their expiration or termination and until satisfied or by their nature expire

18 TRANSFERABILITY OF INTEREST

18 1 Transfer by Franchisor

This Agreement and all rights and duties hereunder are fully transferable in whole or in part by Franchisor and such rights will inure to the benefit of any person or entity to whom transferred, provided, however, that with respect to any assignment resulting in the subsequent performance by the assignee of the functions of Franchisor, the assignee shall assume the obligations of Franchisor hereunder and Franchisor shall thereafter have no liability for the performance of any obligations contained in this Agreement

18 2 Transfer by Franchisee to a Third Party

The rights and duties of Franchisee as set forth in this Agreement, and the Franchise herein granted, are personal to Franchisee (or its owners), and Franchisor has entered into this Agreement in reliance upon Franchisee's personal or collective skill and financial ability Accordingly, neither Franchisee nor any holder of a legal or beneficial interest in Franchisee may sell, assign, convey, give away, pledge, mortgage, sublicense or otherwise transfer, whether by operation of law or otherwise, any interest in this Agreement, the Franchise granted hereby, the Approved Location used in operating the Franchised Center, its assets or any part or all of the ownership interest in Franchisee without the prior written approval of Franchisor Any purported transfer without such approval shall be null and void and shall constitute a material breach of this Agreement Franchisor shall not unreasonably withhold, delay or condition its approval If Franchisee is in compliance with this Agreement, Franchisor's consent to such transfer shall be conditioned upon the satisfaction of the following requirements

18 2 1 Franchisee has complied with the requirements set forth in Section 19,

18 2 2 all obligations owed to Franchisor, late fees, and all other outstanding obligations relating to the Franchised Center, are fully paid and satisfied,

18 2 3 Franchisee (and any transferring owners, if Franchisee is a business entity) has executed a general release, in a form the same as or similar to the General Release attached as Exhibit 7, of any and all claims against Franchisor, including its officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), including, without limitation, claims arising under federal, state or local laws, rules or ordinances, and any other matters incident to the termination of this Agreement or to the transfer of Franchisee's interest herein or to the transfer of Franchisee's ownership of all or any part of the Franchise, provided, however, that if a general release is prohibited, Franchisee shall give the maximum release allowed by law,

18 2 4 the prospective transferee has satisfied Franchisor that it meets Franchisor's management, business and financial standards, and otherwise possesses the character and capabilities, including business reputation and credit rating, as Franchisor may require to demonstrate ability to conduct the Franchised Center,

18 2 5 the transferee and, if Franchisor requires, all persons owning any interest in the transferee, have executed the then-current franchise agreement for new franchisees, which may be substantially different from this Agreement, including different Royalty Fee and Marketing Fund Contribution rates and other material provisions, and the franchise agreement then executed shall be for the term specified in such agreement,

18 2 6 the transferee has executed a general release, in a form the same as or similar to the General Release attached as Exhibit 7, of any and all claims against Franchisor and its officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), with respect to any representations regarding the Franchise or the business conducted pursuant thereto or any other matter that may have been made to the transferee by Franchisee,

18 2 7 Franchisee has provided Franchisor with a complete copy of all contracts and agreements and related documentation between Franchisee and the prospective transferee relating to the intended sale or transfer of the Franchise,

18 2 8 Franchisee, or the transferee, has paid to Franchisor a transfer fee in the amount of the greater of Fifteen Thousand Dollars ($15,000 00) or thirty-five (35%) percent of the then current Initial Franchise Fee,

18 2 9 the transferee, or all holders of a legal or beneficial interest in the transferee, has agreed to be personally bound jointly and severally by all provisions of this Agreement for the remainder of its term by executing a personal guaranty in such form as prepared by Franchisor,

18 2 10 the transferee has agreed to be bound to the obligations of the new franchise agreement and to guarantee the full performance thereof by the transferee's principals, if required by Franchisor,

18 2 11 the transferee has obtained all necessary consents and approvals by third parties (such as the lessor of the Approved Location) and all applicable federal, state and local laws, rules, ordinances and requirements applicable to the transfer have been complied with or satisfied,

18 2 12 Franchisee has, and if Franchisee is an entity, all of the holders of a legal and beneficial interest in Franchisee have executed and delivered to Franchisor a nondisclosure and non-competition agreement in a form satisfactory to Franchisor and in substance the same as the nondisclosure and non-competition covenants contained in Sections 7 and 17,

18 2 13 the transferee agrees that its Designated Manager shall complete, to Franchisor's satisfaction, a training program in substance similar to the initial training described in Section 8 1 prior to assuming the management of the day-to-day operation of the Franchised Center, and

18 2 14 if such transfer is to a transferee presented to Franchisor of Franchisee by a broker or other source, Franchisee pays the fee of such broker or other source

18 3 Transfer to a Controlled Entity

If Franchisee wishes to transfer this Agreement or any interest herein to a corporation, limited liability company or other legal entity which shall be entirely owned by Franchisee ("Controlled Entity"), which Controlled Entity is being formed for the financial planning, tax or other convenience of Franchisee, Franchisor's consent to such transfer shall be conditioned upon the satisfaction of the following requirements

18 3 1 the Controlled Entity is newly organized and its charter provides that its activities are confined exclusively to the operation of the Franchised Center,

18 3 2 Franchisee or all holders of a legal or beneficial interest in Franchisee own all of the equity and voting power of the outstanding stock or other capital interest in the Controlled Entity,

18 3 3 all obligations of Franchisee to Franchisor or any Affiliate are fully paid and satisfied, provided, however, that neither Franchisee nor the Controlled Entity shall be required to pay a transfer fee as required pursuant to Section 18 2 8,

18 3 4 the Controlled Entity has entered into a written agreement with Franchisor expressly assuming the obligations of this Agreement and all other agreements relating to the operation of the Franchised Center If the consent of any other party to any such other agreement is required, Franchisee has obtained such written consent and provided the same to Franchisor prior to consent by Franchisor,

18 3 5 all holders of a legal or beneficial interest in the Controlled Entity have entered into an agreement with Franchisor jointly and severally guaranteeing the full payment of the Controlled Entity's obligations to Franchisor and the performance by the Controlled Entity of all the obligations of this Agreement,

18 3 6 each stock certificate or other ownership interest certificate of the Controlled Entity has conspicuously endorsed upon the face thereof a statement in a form satisfactory to Franchisor that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon transfers and assignments by this Agreement, and

18 3 7 copies of the Controlled Entity's articles of incorporation or organization, bylaws, operating agreement, federal tax identification number and other governing regulations or documents, including resolutions of the board of directors authorizing entry into this Agreement, have been promptly furnished to Franchisor Any amendment to any such documents shall also be furnished to Franchisor immediately upon adoption

18 3 8 The term of the transferred franchise shall be the unexpired term of this Agreement, including all renewal rights, subject to any and all conditions applicable to such renewal rights

18 3 9 Franchisor's consent to a transfer of any interest in this Agreement, or of any ownership interest in the Franchised Center, shall not constitute a waiver of any claims Franchisor may have against the transferor or the transferee, nor shall it be deemed a waiver of Franchisor's right to demand compliance with the terms of this Agreement

18 4 Franchisor's Disclosure to Transferee

Franchisor has the right, without liability of any kind or nature whatsoever to Franchisee, to make available for inspection by any intended transferee of Franchisee all or any part of Franchisor's records relating to this Agreement, the Franchised Center or to the history of the relationship of the parties hereto Franchisee hereby specifically consents to such disclosure by Franchisor and shall release and hold Franchisor harmless from and against any claim, loss or injury resulting from an inspection of Franchisor's records relating to the Franchised Center by an intended transferee identified by Franchisee

18 5 For-Sale Advertising

Franchisee shall not, without prior written consent of Franchisor, place in, on or upon the location of the Franchised Center, or in any communication media, any form of advertising relating to the sale of the Franchised Center or the rights granted hereunder

18 6 Transfer by Death or Incapacity

Upon the death or Incapacity of Franchisee (if Franchisee is an individual) or any holder of a legal or beneficial interest in Franchisee (if Franchisee is a business entity), the appropriate representative of such person (whether administrator, personal representative or trustee) shall, within a reasonable time not

exceeding one hundred eighty (180) days following such event, transfer such individual's interest in the Franchised Center or in Franchisee to a third party approved by Franchisor Such transfers, including transfers by will or inheritance, shall be subject to the conditions for assignments and transfers contained in this Agreement, unless prohibited by the laws of the state wherein Franchisee resided, with such choice of law provision being applicable only for this Section 18 6 During such one hundred eighty (180) day period, the Franchised Center must remain at all times under the primary management of a Designated Manager who otherwise meets Franchisor's management qualifications

Following such a death or Incapacity of such person as described in this Section 18 6, if necessary in Franchisor's discretion, Franchisor shall have the right, but not the obligation, to assume operation of the Franchised Center until the deceased or incapacitated owner's interest is transferred to a third party approved by Franchisor Franchisor may charge a management fee as stated in the Manual from time to time, currently equal to Five Hundred Dollars ($500 00) per day, and Franchisor shall be entitled to reimbursement of any expenses Franchisor incurs that are not paid out of the operating cash flow of the Franchised Center

19 RIGHT OF FIRST REFUSAL

19 1 Submission of Offer

If Franchisee, or any of its owners, proposes to sell or otherwise transfer (excluding a transfer by death or Incapacity pursuant to Section 18 6) the Franchised Center (or any of its assets outside of the normal course of business), any ownership interest in Franchisee or any ownership interest in the Franchise granted hereunder, Franchisee shall obtain and deliver a *bona fide*, executed written offer or proposal to purchase, along with all pertinent documents including any contract or due diligence materials, to Franchisor, except with regards to a sale or transfer to a family member The offer must apply only to an approved sale of the assets or interests listed above and may not include any other property or rights of Franchisee or any of its owners

19 2 Franchisor's Right to Purchase

Franchisor shall, for thirty (30) days from the date of delivery of all such documents, have the right, exercisable by written notice to Franchisee, to purchase the offered assets or interest for the price and on the same terms and conditions contained in such offer communicated to Franchisee Franchisor has the right to substitute cash for the fair market value of any form of payment proposed in such offer Franchisor's credit shall be deemed at least equal to the credit of any proposed buyer After providing notice to Franchisee of Franchisor's intent to exercise this right of first refusal, Franchisor shall have up to sixty (60) days to close the purchase Franchisor shall be entitled to receive from Franchisee all customary representations and warranties given by Franchisee as the seller of the assets or such ownership interest or, at Franchisor's election, such representations and warranties contained in the proposal

19 3 Non-Exercise of Right of First Refusal

If Franchisor does not exercise its right of first refusal within thirty (30) days from the date of delivery of all such documents, the offer or proposal may be accepted by Franchisee or any of its owners, subject to Franchisor's prior written approval as required by Section 18 2 Should the sale fail to close within one hundred twenty (120) days after the offer is delivered to Franchisor, Franchisor's right of first refusal shall renew and be implemented in accordance with this Section

20 BENEFICIAL OWNERS OF FRANCHISEE

Franchisee represents, and Franchisor enters into this Agreement in reliance upon such representation, that the individuals identified in Exhibit 4 are the sole holders of a legal or beneficial interest (in the stated percentages) of Franchisee

21 RELATIONSHIP AND INDEMNIFICATION

21 1 Relationship

This Agreement is purely a contractual relationship between the parties and does not appoint or make Franchisee an agent, legal representative, joint venturer, partner, employee, servant or independent contractor of Franchisor for any purpose whatsoever Franchisee may not represent or imply to third parties that Franchisee is an agent of Franchisor, and Franchisee is in no way authorized to make any contract, agreement, warranty or representation on behalf of Franchisor, or to create any obligation, express or implied, on Franchisor's behalf During the term of this Agreement, and any extension or renewal hereof, Franchisee shall hold itself out to the public only as a franchisee and an owner of the Franchised Center operating the Franchised Center pursuant to a franchise from Franchisor Franchisee shall take such affirmative action as may be necessary to do so including, without limitation, exhibiting a notice of that fact in a conspicuous place on the Approved Location and on all forms, stationery or other written materials, the content of which Franchisor has the right to specify Under no circumstances shall Franchisor be liable for any act, omission, contract, debt, nor any other obligation of Franchisee Franchisor shall in no way be responsible for any injuries to persons or property resulting from the operation of the Franchised Center Any third party contractors and vendors retained by Franchisee to convert or construct the premises are independent contractors of Franchisee alone

21 2 Standard of Care

This Agreement does not establish a fiduciary relationship between the parties Unless otherwise specifically provided in this Agreement with respect to certain issues, whenever this Agreement requires Franchisee to obtain Franchisor's written consent or permits Franchisee to take any action or refrain from taking any action, Franchisor is free to act in its own self-interest without any obligation to act reasonably, to consider the impact on Franchisee or to act subject to any other standard of care limiting Franchisor's right, except as may be provided by statute or regulation

21 3 Indemnification

Franchisee shall hold harmless and indemnify Franchisor, any Affiliate, all holders of a legal or beneficial interest in Franchisor and all officers, directors, executives, managers, members, partners, owners, employees, agents, successors and assigns (collectively "Franchisor Indemnities") from and against all losses, damages, fines, costs, expenses or liability (including reasonable attorneys fees and all other costs of litigation) incurred in connection with any action, suit, demand, claim, investigation or proceeding, or any settlement thereof, which arises from or is based upon Franchisee's (a) ownership or operation of the Franchised Center, (b) violation, breach or asserted violation or breach of any federal, state or local law, regulation or rule, (c) breach of any representation, warranty, covenant, or provision of this Agreement or any other agreement between Franchisee and Franchisor (or an Affiliate), (d) defamation of Franchisor or the System, (e) acts, errors or omissions committed or incurred in connection with the Franchised Center, including any negligent or intentional acts, or (f) infringement, violation or alleged infringement or violation of any Mark, patent or copyright or any misuse of the Trade Secrets or other Confidential Information The obligations of this Section 21 3 shall expressly survive the termination of this Agreement

21 4 Right to Retain Counsel

Franchisee shall give Franchisor immediate notice of any such action, suit, demand, claim, investigation or proceeding that may give rise to a claim for indemnification by a Franchisor Indemnitee Franchisor has the right to retain counsel of its own choosing in connection with any such action, suit, demand, claim, investigation or proceeding In order to protect persons, property, Franchisor s reputation or the goodwill of others, Franchisor has the right to, at any time without notice, take such remedial or corrective actions as it deems expedient with respect to any action, suit, demand, claim, investigation or proceeding if, in Franchisor's sole judgment, there are grounds to believe any of the acts or circumstances listed above have occurred If Franchisor's exercise of its rights under this Section causes any of Franchisee's insurers to

refuse to pay a third party claim, all cause of action and legal remedies Franchisee might have against such insurer shall automatically be assigned to Franchisor without the need for any further action on either party's part Under no circumstances shall Franchisor be required or obligated to seek coverage from third parties or otherwise mitigate losses in order to maintain a claim against Franchisee The failure to pursue such remedy or mitigate such loss shall in no way reduce the amounts recoverable by Franchisor from Franchisee

22 GENERAL CONDITIONS AND PROVISIONS

22 1 No Waiver

No failure of Franchisor to exercise any power reserved to it hereunder, or to insist upon strict compliance by Franchisee with any obligation or condition hereunder, and no custom nor practice of the parties in variance with the terms hereof, shall constitute a waiver of Franchisor's right to demand exact compliance with the terms of this Agreement Waiver by Franchisor of any particular default by Franchisee shall not be binding unless in writing and executed by Franchisor and shall not affect nor impair Franchisor's right with respect to any subsequent default of the same or of a different nature Subsequent acceptance by Franchisor of any payment(s) due shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement

22 2 Injunctive Relief

As any breach by Franchisee of any of the restrictions contained in Sections 6, 7 and 17 would result in irreparable injury to Franchisor, and as the damages arising out of any such breach would be difficult to ascertain, in addition to all other remedies provided by law or in equity, Franchisor shall be entitled to seek injunctive relief (whether a restraining order, a preliminary injunction or a permanent injunction) against any such breach, whether actual or contemplated, without the necessity of posting security or bond and Franchisee shall be responsible for Franchisor's reasonable attorneys' fees incurred in pursuing the same Franchisor's right to seek injunctive relief will not affect the parties' waiver of jury trial and covenant to arbitrate all disputes in accordance with Section 23 7 Franchisor's right herein shall include pursuing injunctive relief through arbitration or in a state or federal court

22 3 Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed received (a) at the time delivered by hand to the recipient party (or to an officer, director or partner of the recipient party), (b) on the next business day after transmission by facsimile or other reasonably reliable electronic communication system, (c) two (2) business days after being sent via guaranteed overnight delivery by a commercial courier service, or (d) five (5) business days after being sent by Registered Mail, return receipt requested Either party may change its address by a written notice sent in accordance with this Section 22 3 All notices, payments and reports required by this Agreement shall be sent to Franchisor at the following address

Omega Learning Center Franchisor, LLC
Attn Kimberly Smith
Palladian Office Park
5150 Stilesboro Rd
Building 400, Suite 410
Kennesaw, GA 30152

22 4 Cost of Enforcement or Defense

If Franchisor or Franchisee is required to enforce this Agreement in a judicial or arbitration proceeding, the prevailing party shall be entitled to reimbursement of its costs, including reasonable accounting and attorneys' fees, in connection with such proceeding

22 5 Guaranty of Payment and Performance

All holders of a legal or beneficial interest in Franchisee of five percent (5%) or greater shall be required to execute, as of the date of this Agreement, the Guaranty of Payment and Performance attached as Exhibit 3, through which such holders agree to assume and discharge all of Franchisee's obligations under this Agreement and to be personally liable hereunder for all of the same

22 6 Approvals

Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor for such approval and, except as otherwise provided herein, any approval or consent granted shall be effective only if in writing Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee or any third party to which it would not otherwise be subject, by providing any waiver, approval, advice, consent or services to Franchisee in connection with this Agreement, or by reason of any neglect, delay or denial of any request for approval

22 7 Non-Disparagement

Franchisee agrees not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of Franchisor, its employees, directors, and officers Franchisee acknowledges and agrees that this prohibition extends to statements, written or verbal, made to anyone, including but not limited to, the news media, investors, potential investors, any board of directors or advisory board or directors, industry analysis, competitors, strategic partners, vendors, employees (past and present), clients, and any third parties on the Internet Franchisee understands and agrees that this paragraph is a material provision of this Agreement and that any breach of this paragraph shall be a material breach of this Agreement, and that Franchisor would be irreparably harmed by violation of this provision Franchisee understands and agrees that this non-disparagement provisions shall survive termination or expiration of this Agreement

22 8 Entire Agreement

This Agreement, its exhibits and the documents referred to herein shall be construed together and constitute the entire, full and complete agreement between Franchisor and Franchisee concerning the subject matter hereof and shall supersede all prior agreements No other representation, oral or otherwise, has induced Franchisee to execute this Agreement, and there are no representations (other than those within Franchisor's Omega Learning® Center Franchisor, LLC Disclosure Document), inducements, promises or agreements, oral or otherwise, between the parties not embodied herein, which are of any force or effect with respect to the matters set forth in or contemplated by this Agreement or otherwise No amendment, change or variance from this Agreement shall be binding on either party unless executed in writing by both parties

22 9 Severability and Modification

22 9 1 Except as noted below, each paragraph, part, term and provision of this Agreement shall be considered severable If any paragraph, part, term or provision herein is ruled to be unenforceable, unreasonable or invalid, such ruling shall not impair the operation of or affect the remaining portions, paragraphs, parts, terms and provisions of this Agreement, and the latter shall continue to be given full force and effect and bind the parties, and such unenforceable, unreasonable or invalid paragraphs, parts, terms or provisions shall be deemed not part of this Agreement

22 9 2 Notwithstanding the above, each of the covenants contained in Sections 7 and 17 shall be construed as independent of any other covenant or provision of this Agreement If all or any portion of any such covenant is held to be unenforceable, unreasonable or invalid, then it shall be amended to provide for limitations on disclosure of Trade Secrets or other Confidential Information or on competition to the maximum extent provided or permitted by law

22 10 Construction

All captions herein are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof

22 11 Force Majeure

Whenever a period of time is provided in this Agreement for either party to perform any act, except pay monies, neither party shall be liable nor responsible for any delays due to strikes, lockouts, casualties, acts of God, war, terrorism, governmental regulation or control or other causes beyond the reasonable control of the parties, and the time period for the performance of such act shall be extended for the amount of time of the delay This clause shall not result in an extension of the term of this Agreement

22 12 Timing

Time is of the essence Except as set forth in Section 22 11, failure to perform any act within the time required or permitted by this Agreement shall be a material breach

22 13 Withholding Payments

Franchisee shall not, for any reason, withhold payment of any Royalty Fees or other amounts due to Franchisor or to an Affiliate Franchisee shall not withhold or offset any amounts, damages or other monies allegedly due to Franchisee against any amounts due to Franchisor No endorsement or statement on any payment for less than the full amount due to Franchisor will be construed as an acknowledgment of payment in full, or an accord and satisfaction, and Franchisor has the right to accept and cash any such payment without prejudice to Franchisor's right to recover the full amount due, or pursue any other remedy provided in this Agreement or by law Franchisor has the right to apply any payments made by Franchisee against any of Franchisee's past due indebtedness as Franchisor deems appropriate Franchisor shall set off sums Franchisor owes to Franchisee against any unpaid debts owed by Franchisee to Franchisor

22 14 Further Assurances

Each party to this Agreement will execute and deliver such further instruments, contracts, forms or other documents, and will perform such further acts, as may be necessary or desirable to perform or complete any term, covenant or obligation contained in this Agreement

22 15 Third-Party Beneficiaries

Anything to the contrary notwithstanding, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisor or Franchisee, and their respective successors and assigns as may be contemplated by this Agreement, any rights or remedies under this Agreement

22 16 Multiple Originals

Both parties will execute multiple copies of this Agreement, and each executed copy will be deemed an original

23 DISPUTE RESOLUTION

23 1 Choice of Law

Except to the extent this Agreement or any particular dispute is governed by the U S Trademark Act of 1946 or other federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia (without reference to its conflict of laws principles) The Federal Arbitration Act shall govern all matters subject to arbitration References to any law refer also to any successor laws and to any published regulations for such law as in effect at the relevant time References to a governmental agency also refer to any regulatory body that succeeds the function of such agency

23 2 Consent to Jurisdiction

Any action brought by either party except those claims required to be submitted to arbitration, shall only be brought in the appropriate state court located in or serving Cobb County, Georgia The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision Claims for injunctive relief may be brought by Franchisor where Franchisee is located This exclusive choice of jurisdiction and venue provision shall not restrict the ability of the parties to confirm or enforce judgments or arbitration awards in any appropriate jurisdiction

23 3 Cumulative Rights and Remedies

No right or remedy conferred upon or reserved to Franchisor or Franchisee by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be in addition to every other right or remedy Nothing contained herein shall bar Franchisor's right to obtain injunctive relief against threatened conduct that may cause it loss or damages, including obtaining restraining orders and preliminary and permanent injunctions

23 4 Limitations of Claims

Any claim concerning the Franchised Center or this Agreement or any related agreement will be barred unless an action for a claim is commenced within one (1) year from the date on which Franchisee or Franchisor knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to the claim

23 5 Limitation of Damages

Franchisee and Franchisor each waive, to the fullest extent permitted by law, any right or claim for any punitive or exemplary damages against the other and agree that if there is a dispute with the other, each will be limited to the recovery of actual damages sustained by it including reasonable accounting and legal fees as provided in Section 22 4 Franchisee waives and disclaims any right to consequential damages in any action or claim against Franchisor concerning this Agreement or any related agreement In any claim or action brought by Franchisee against Franchisor concerning this Agreement, Franchisee's contract damages shall not exceed and shall be limited to refund of Franchisee's Franchise Fee and Royalty Fees

23 6 Waiver of Jury Trial

FRANCHISEE AND FRANCHISOR EACH IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, WHETHER AT LAW OR EQUITY, BROUGHT BY EITHER OF THEM

23 7 Arbitration

This Agreement evidences a transaction involving commerce and, therefore, the Federal Arbitration Act, Title 9 of the United States Code is applicable to the subject matter contained herein Except for controversies or claims relating to the ownership of any and all intellectual property rights, including, but not limited to, Franchisor's Marks, copyrights or the unauthorized use or disclosure of Franchisor's Confidential Information, covenants against competition and other claims for injunctive relief, all disputes arising out of or relating to this Agreement or to any other agreements between the parties, or with regard to interpretation, formation or breach of this or any other agreement between the parties, shall be settled by binding arbitration conducted in Cobb County, Georgia, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect The proceedings will be held by a single arbitrator agreed upon by the parties or otherwise appointed by the Superior Court for the State of Georgia and located in Cobb County, Georgia The decision of the arbitrator will be final and binding upon the parties Judgment upon the award rendered by the arbitrator may be entered in any court having personal and subject matter jurisdiction

Franchisee acknowledges that it has read the terms of this binding arbitration provision and affirms that this provision is entered into willingly and voluntarily and without any fraud, duress or undue influence on the part of Franchisor or any of Franchisor's agents or employees

24 ACKNOWLEDGMENTS

24 1 Receipt of this Agreement and the Franchise Disclosure Document

Franchisee represents and acknowledges that it has received, read and understands this Agreement and Franchisor's Franchise Disclosure Document, and that Franchisor has accorded Franchisee ample time and opportunity to consult with advisors of its own choosing about the potential benefits and risks of entering into this Agreement Franchisee further represents and acknowledges that it has received, at least fourteen (14) calendar days prior to the date on which this Agreement was executed, the Disclosure Document required by the Trade Regulation Rule of the Federal Trade Commission entitled Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures

24 2 Consultation by Franchisee

Franchisee represents that it has been urged to consult with its own advisors with respect to the legal, financial and other aspects of this Agreement, the business franchised hereby and the prospects for that business Franchisee represents that it has either consulted with such advisors or has deliberately declined to do so

24 3 True and Accurate Information

Franchisee represents that all information set forth in any and all applications, financial statements and submissions to Franchisor is true, complete and accurate in all respects, and Franchisee acknowledges that Franchisor is relying upon the truthfulness, completeness and accuracy of such information

24 4 Risk

Franchisee represents that it has conducted an independent investigation of the business contemplated by this Agreement and acknowledges that, like any other business, an investment in an Omega Learning® Center involves business risks and that the success of the venture is dependent, among other factors, upon the business abilities and efforts of Franchisee Franchisor makes no representations or warranties, express or implied, in this Agreement or otherwise, as to the potential success of the business venture contemplated hereby

24 5 No Guarantee of Success

Franchisee represents and acknowledges that it has not received or relied on any guarantee, express or implied, as to the revenues, profits or likelihood of success of the Franchised Center Franchisee represents and acknowledges that there have been no representations by Franchisor's officers, directors, employees or agents that are not contained in, or are inconsistent with, the statements made in the Uniform Franchise Disclosure Document or this Agreement

24 6 No Violation of Other Agreements

Franchisee represents that its execution of this Agreement will not violate any other agreement or commitment to which Franchisee or any holder of a legal or beneficial interest in Franchisee is a party

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby have duly executed this Agreement

FRANCHISOR	**FRANCHISEE**
OMEGA LEARNING® CENTER FRANCHISOR, LLC	
By _____	By _____
Kimberly Smith	
Title Chief Executive Officer	Title

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into the _____ day of _____, 20____ (the "Effective Date"), by and between OMEGA LEARNING CENTER FRANCHISOR, LLC, a Georgia limited liability company with its principal business address at Palladian Office park, 5150 Stilesboro Rd , Building 400, Suite 410, Kennesaw, Georgia 30152 ("Omega"), and _____, a _____ _____ with its principal business address at _____ _____ (the "Franchisee")

RECITALS

A Omega and Franchisee are entering into a franchise agreement (such agreement, together with all schedules, exhibits, addenda, attachments, and amendments to it, being referred to collectively in this Agreement as the "Franchise Agreement") contemporaneously with and as a material part of the same transaction with this Agreement

B Omega would not enter into such Franchise Agreement without Franchisee's agreement to enter into, be bound by, and comply with, this Agreement

NOW, THEREFORE, in consideration of the foregoing and the additional consideration, mutual promises, and commitments set forth in this Agreement, and in further consideration of the Franchise Agreement and the mutual promises and commitments set forth therein, and for other good and valuable consideration, the receipt and sufficiency of all of which the parties hereby acknowledge, the parties hereby agree as follows

1 **Definitions** As used in this Agreement

1 1 Specific Definitions

1 1 1 Confidential Information ' Confidential Information" means any information that Omega discloses to Franchisee that Omega designates as confidential, or that, by its nature, would reasonably be expected to be held in confidence or kept secret, whether such disclosure occurred prior to or after the Effective Date of this Agreement Without limiting the definition of "Confidential Information," all the following shall be conclusively presumed to be Confidential Information whether or not Omega designates them as such (i) all information that Omega has marked or designated as confidential, (ii) Omega's Operations Manual, together with all similar directives and documentation, (iii) Omega's training programs and the material contained in them, (iv) Omega's methods, system, documentation, and agreements, related to the development, opening, and operation of learning centers or academies, (v) Omega's cost information, and (vi) all other information that Omega provides to Franchisee in confidence, except where such information is a Trade Secret

1 1 2 Trade Secret "Trade Secret" means information that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who may obtain economic value from its disclosure or use, whether Franchisee obtained such information prior to or after the Effective Date of this Agreement Without limiting the definition of "Trade Secret," all the following shall be conclusively presumed to be Trade Secrets whether or not Omega designates them as such (i) all customer lists, whether related to the franchised center or otherwise, and the contact information of such customers, (ii) Omega's advertising, marketing, and public relations strategies, (iii) Omega's marketing analyses, (iv) products and services that Omega proposes to introduce, but that it has not yet introduced, and (v) Omega's expansion plans

1 1 3 Obligors "Obligors" will mean (i) Franchisee's equity holders, (ii) Franchisee's Managers, (iii) Franchisee's other management personnel, and (iv) any other personnel, agents, or representatives having access to any of Franchisor's Confidential Information or Trade Secrets (as defined in Section 1 of this Agreement)

1 2 Limitation The terms "Confidential Information" and "Trade Secrets" do not include, regardless of the means of disclosure (i) information generally known to the trade or the public at the time Omega discloses it to Franchisee, (ii) information that becomes known to the trade or the public after Omega discloses it to Franchisee, unless it becomes known due to Franchisee's breach of this Agreement, or (iii) information Franchisee can prove was known to Franchisee at the time Omega disclosed it to Franchisee Notwithstanding the foregoing, Franchisee acknowledges and agrees that although some of the information contained in the Confidential Information and Trade Secrets may already be known by Franchisee or its personnel or be in the public domain, Omega has compiled such information in the Confidential Information and Trade Secrets at Omega's considerable effort and expense, and as a result such compilations shall be Confidential Information and Trade Secrets despite such knowledge of Franchisee or its personnel and despite the presence of such items in the public domain

1 4 Other Definitions Capitalized terms used but not otherwise defined in this Agreement shall have the same meanings as are ascribed to them in the Franchise Agreement

2 Ownership and Protection of Confidential Information and Trade Secrets

2 1 Ownership Franchisee acknowledges and agrees that Omega's Confidential Information and Trade Secrets are and shall remain Omega's sole and exclusive property and that (i) they are expressly copyrighted by copyright notice and hence protected under the U S Copyright Act, or they are unpublished works nonetheless protected under the U S Copyright Act, (ii) they include Omega's valuable confidential information and trade secrets, and (iii) Omega has made and will continue to make substantial investment in the Confidential Information and Trade Secrets, which investment may be recouped only if Omega's rights set forth in the provisions of the Franchise Agreement governing the protection of Omega's intellectual property, Omega's rights set forth in this Agreement, Omega's rights set forth in Exhibit A to this Agreement, Omega's rights established by law, and Omega's other rights arising out of or related to Omega's intellectual property, are honored

2 2 Acknowledgments Franchisee acknowledges and agrees that

2 2 1 The Confidential Information and Trade Secrets are not, by definition, generally known in the trade, that they are beyond Franchisee's present skill and experience, and that for Franchisee to develop such Confidential Information and Trade Secrets on its own would be expensive, time-consuming, and difficult,

2 2 2 The Confidential Information and Trade Secrets would, if disclosed to a third party or used by Franchisee in violation of this Agreement, provide the third party or Franchisee with an unfair competitive advantage, and that they would be economically valuable to the third party or Franchisee in the development of a competing business or otherwise,

2 2 3 The Confidential Information and Trade Secrets contain Omega's commercially valuable confidential information and trade secrets, and

2 2 4 Unauthorized use or disclosure by Franchisee of all or any part of the Confidential Information and Trade Secrets will cause Omega great and irreparable harm for which there is no adequate remedy at law

2 3 Protection In recognition of, acknowledgment of, and agreement with, Sections 1, 2 1, and 2 2 of this Agreement, Franchisee covenants, warrants, represents, and agrees that

2 3 1 Franchisee will limit access to the Confidential Information and Trade Secrets to Obligors who have first duly executed and delivered the confidentiality agreement for individuals in the form attached to this Agreement as Exhibit A (the "Individual Confidentiality Agreement"), and who have a legitimate business need to know of such Confidential Information and Trade Secrets in order to further the operation of Franchisee's Franchised Business

2 3 2 Neither Franchisee nor any Obligor will directly or indirectly use, copy, duplicate, record, or otherwise reproduce all or any part of the Confidential Information or Trade Secrets for any purpose not directly and materially related to complying with Franchisee's obligations under the Franchise Agreement

2 3 3 If Franchisee is licensed to use any of Omega's proprietary computer programs, Franchisee will not, nor will Franchisee attempt to, translate, decompile, decode, modify, merge, or otherwise alter the object code of such programs

2 3 4 Franchisee will not, during the term of the Franchise Agreement (i) appropriate or use any Confidential Information or Trade Secret for any purpose not directly and materially related to complying with Franchisee's obligations under the Franchise Agreement, (ii) use any Confidential Information or Trade Secret at any place except the Franchised Business and Franchisee's Omega learning center, (iii) disclose or reveal any portion of the Confidential Information or Trade Secrets to any person, other than to Obligors who have duly executed and delivered the Individual Confidentiality Agreement and who have a legitimate business need to know of such Confidential Information and Trade Secrets in order to further the operation of the Franchised Business, or (iv) otherwise disclose any Confidential Information or Trade Secret to any other person or entity except as Omega expressly authorizes

2 3 5 Franchisee will not, for two (2) years after the expiration or termination of the Franchise Agreement for any reason (i) appropriate or use any Confidential Information for any purpose, or (ii) disclose any Confidential Information to any other person or entity

2 3 6 Franchisee will not, at any time after the expiration or termination of the Franchise Agreement for any reason (i) appropriate or use any Trade Secret for any purpose, or (ii) disclose any Trade Secret to any other person or entity

2 3 7 Franchisee will not store such Confidential Information or Trade Secrets in a computer database or otherwise make such Confidential Information or Trade Secrets available to any third party, except as set forth in the Franchise Agreement, as set forth in this Agreement, or as Omega specifically authorizes

2 3 8 Franchisee will at all times use Franchisee's best efforts to prevent unauthorized copying or disclosure of any Confidential Information or Trade Secrets

2 3 9 Franchisee will use Franchisee's best efforts to collect all copies of the Confidential Information and Trade Secrets from each person or entity gaining access to them, at such time as such person or entity no longer has need to know of such Confidential Information or Trade Secrets On termination or expiration of the Franchise Agreement, or earlier as Omega may request, Franchisee will return to Omega at Franchisee's expense or will destroy, as Omega may direct, any or all Confidential Information and Trade Secrets, all copies thereof, and all other tangible things containing information from

or otherwise derived from such Confidential Information and Trade Secrets then in Franchisee's actual or constructive possession

2 3 10 Franchisee will cause Obligors having access to any of Omega's Confidential Information or Trade Secrets by or through Franchisee or as a result of Franchisee's relationship with Omega to execute Omega's Individual Confidentiality Agreement in the form attached to this Agreement as Exhibit A, and to comply with such Individual Confidentiality Agreement Franchisee will immediately notify Omega in writing of any default of any Individual Confidentiality Agreement by any Obligor required to execute such Individual Confidentiality Agreement Franchisee will, on Omega's demand, commence such legal proceedings as may be required to compel the compliance of any Obligor with the covenants, warranties, representations, and agreements set forth in the Individual Confidentiality Agreement, and will prosecute such legal proceedings to their conclusion, at Franchisee's sole cost and expense Franchisee will, on Omega's demand, tender such legal proceedings to Omega, and Omega may prosecute such legal proceedings at Franchisee's risk If Omega demands such tender, any and all costs related to such tender, and any and all costs of such legal proceedings, including without limitation Omega's attorneys' fees and costs, and further including without limitation Omega's attorneys' fees and costs related to counterclaims, cross-claims, affirmative defenses, appeals, and collection of amounts owed, will be within the scope of Franchisee's Indemnification Obligations set forth in the Franchise Agreement

2 3 11 Omega may from time to time modify Omega's form of Individual Confidentiality Agreement If Omega modifies such Individual Confidentiality Agreement, Franchisee will, on Omega's request (i) cause the Obligors to duly execute, date, and deliver originals of such modified Individual Confidentiality Agreement to Franchisee, and (ii) deliver to Omega such duly-executed and dated originals so that Omega actually receives such originals by the end of ten (10) days after Omega delivers such modified form to Franchisee for execution

3 **Unfair Competition** Franchisee acknowledges and agrees that, and hereby directs any third party construing this Agreement, including without limitation any court, mediator, master, or other party acting as a trier of fact or law, to conclusively presume that (i) any breach by Franchisee of Section 2 of this Agreement constitutes a deceptive and unfair trade practice and unfair competition, and (ii) Section 1 and Section 2 of this Agreement are Omega's reasonable effort under the circumstances to maintain the confidentiality of its Confidential Information and the secrecy of its Trade Secrets

4 **Works Made for Hire** If Franchisee prepares derivative works from the Confidential Information or Trade Secrets, or if Franchisee causes such derivative works (for example, architectural and construction plans) to be prepared, such works shall be prepared as a work made for hire If such works are prepared by an independent contractor, they shall be prepared under a written agreement stipulating that they are prepared as a work made for hire Franchisee shall, without Omega's request, and without payment of any consideration therefor, assign the rights in and to any and all such works to Omega

5 **Burden of Proof** If a dispute arises as to whether particular information is Confidential Information or a Trade Secret, Franchisee shall bear the burden of proving that such information is outside the ambit of "Confidential Information" or "Trade Secrets" subject to this Agreement

6 **Remedies** If Franchisee defaults under this Agreement, or if any Obligor or other party required to execute the Individual Confidentiality Agreement attached to this Agreement as Exhibit A defaults under such Individual Confidentiality Agreement, or if any such default is threatened or appears to be imminent (i) Omega shall be entitled to all remedies at law or in equity or otherwise for such default or threatened or imminent default, and (ii) Omega shall be entitled, in addition to any other remedies Omega may have at law or in equity or otherwise, to a preliminary and permanent injunction and a decree for specific performance of the terms of this Agreement or such Individual Confidentiality Agreement without the

necessity of showing actual or threatened damage and without being required to furnish a bond or other security

7 Construction

7 1 Governing Law All matters arising out of or related to this Agreement, including without limitation all matters arising out of or related to the making, existence, construction, enforcement, and sufficiency of performance of this Agreement, shall be determined exclusively in accordance with, and governed exclusively by, the laws of the State of Georgia applicable to agreements made and to be entirely performed in the State of Georgia, which laws shall prevail in the event of any conflict of laws

7 2 Forum, Venue, and Jurisdiction In the event of any dispute arising out of or related to this Agreement, including without limitation any dispute arising out of or related to the making of this Agreement, such dispute shall be resolved exclusively through litigation The exclusive forum and venue for such litigation shall be a state or federal court having jurisdiction over the subject matter in or for the city or county where Omega's principal place of business is located Franchisee hereby irrevocably accepts and submits to, generally and unconditionally, the exclusive jurisdiction of any such state or federal court having jurisdiction over the subject matter and hereby waives all defenses based on jurisdiction, venue, or forum non conveniens

7 3 Waiver of Trial By Jury Omega and Franchisee hereby waive trial by jury in any litigation arising out of or related to this Agreement

7 4 Attorneys' Fees and Costs In the event of any dispute or litigation arising out of or related to this Agreement, including without limitation any dispute or litigation arising out of or related to the making of this Agreement, Franchisee shall pay to Omega, on demand, Omega's costs, including without limitation Omega's attorneys' fees and costs, and further including without limitation Omega's reasonable attorneys' fees and costs of appeal, and further including without limitation Omega's reasonable attorneys' fees and costs of collection, so that Omega actually receives such amounts by the end of ten (10) days after demand therefor In the event of any default under this Agreement, Franchisee shall pay to Omega, on demand, Omega's costs arising out of or related to such default, including without limitation Omega's reasonable attorneys' fees and costs, and further including without limitation Omega's reasonable attorneys' fees and costs of collection, so that Omega actually receives such amounts by the end of ten (10) days after demand therefor

8 Miscellaneous

8 1 Continuity, No Release This Agreement and Franchisee's obligations set forth in this Agreement shall remain in full force and effect after and notwithstanding (i) the termination, expiration, or transfer of the Franchise Agreement, (ii) the transfer of Franchisee's interest in the Franchise Agreement, whether such transfer is permitted or unpermitted, (iii) the dissolution of existence or termination of operation of Franchisee, (iv) the termination of Franchisee's relationship with Omega, or (v) any other event or occurrence

8 2 Construe In Favor of Enforcement In the event of any dispute, litigation, or like event or occurrence arising out of or related to Franchisee's obligations set forth in this Agreement, or arising out of or related to the matters set forth in this Agreement, Franchisee hereby directs any third party construing this Agreement, including without limitation any court, mediator, master, or other party acting as trier of fact or law, to construe the provisions of this Agreement broadly in favor of enforcement

8 3 Merger, Entire Agreement, Compliance This Agreement, together with the Franchise Agreement, is a complete integration that sets forth the entire agreement between the parties, fully superseding any and all prior negotiations, agreements, representations, or understandings between Omega and Franchisee, whether oral or written, related to the subject matter of this Agreement and the Franchise Agreement Franchisee hereby expressly affirms that there are no oral or written agreements, "side-deals", arrangements, or understandings between Omega and Franchisee except as expressly set forth in this Agreement and the Franchise Agreement No course of dealing, whether occurring before or after the date Omega and Franchisee made this Agreement, shall operate to amend, terminate, or waive any express written provision of this Agreement

8 4 Interpretation The word "including" means "including without limiting the scope or generality" of any word or words related thereto, and the words 'and" and "or" mean, and are used in the inclusive sense of, "and/or " References to agreements, documents, guaranties, and like agreements and instruments shall be deemed to refer as well to all schedules, exhibits, addenda, attachments, and amendments thereto

8 5 Partial Invalidity If any provision of this Agreement is declared invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and if it cannot be so modified, then severed The balance of this Agreement shall remain in full force and effect, and Franchisee agrees that it would have signed this Agreement as so modified

8 6 Effect of Recitals The Recitals to this Agreement shall be construed as a material and enforceable part of this Agreement for all purposes, and shall in no event be considered prefatory language or mere surplusage

8 7 Further Assurances Franchisee covenants, warrants, represents, and agrees that it will perform such acts and execute and deliver such agreements or other documents to Omega as Omega may require to effect the intent of this Agreement, and that Franchisee will not unduly delay or condition the performance of such acts or execution of such agreements or other documents

8 8 Successors and Assigns In addition to the provisions otherwise set forth herein, this Agreement shall be binding on the parties hereto and on their respective predecessors, successors, heirs, and assigns

8 9 Notices The parties shall send any notice, consent, request, or similar material to the other in writing in the same manner as set forth in the Franchise Agreement for the delivery of notices

8 10 Defend Trade Secret Act Notice Franchisee is notified as follows An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except pursuant to court order

IN WITNESS WHEREOF, the parties to this Agreement, intending to be legally bound by this Agreement, have duly executed and delivered this Agreement as of the Effective Date

OMEGA	**FRANCHISEE**
OMEGA LEARNING CENTER FRANCHISOR, LLC	
By _____	By _____
Kimberly Smith	
Title Chief Executive Officer	Title

INDIVIDUAL CONFIDENTIALITY AGREEMENT

I, by my signature set forth below, agree to be bound by and to comply with this Confidentiality Agreement (the "Agreement")

A I am an owner, employee, or independent contractor of _____ (the "Employer") Employer is a franchisee of OMEGA LEARNING CENTER FRANCHISOR, LLC ("Omega")

B Omega owns a wide variety of confidential information and trade secrets Omega is granting Employer access to its confidential information and trade secrets Omega needs to secure the confidentiality of its confidential information and the secrecy of its trade secrets, so that Omega's legitimate interests, including without limitation the interests of Omega's other franchisees, and the integrity and goodwill of Omega and its various businesses, are protected

C Omega would not have entered into the franchise relationship with Employer unless Employer agreed to have its personnel in employment positions like mine sign this Agreement

D I acknowledge and agree that I will receive good and valuable consideration from my agreement to be bound by this Agreement and to comply with it, in that without this Agreement (i) Employer would not employ me or place me in my employment position, or (ii) if I am already employed by Employer in a position that requires me to sign this Agreement and agree to be bound by it, Employer would terminate my employment or remove me from my position

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of all of which I hereby acknowledge, I hereby covenant, warrant, represent, and agree as follows

1 **Definitions** As used in this Agreement

1 1 "Confidential Information" means any information related to Employer or Omega that Employer or Omega discloses to me that either Employer or Omega designates as confidential, or that, by its nature, they would reasonably expect me to hold in confidence or keep secret, whether such disclosure occurred prior to or after the date I made this Agreement Without limiting the definition of "Confidential Information," I agree that all the following shall be conclusively presumed to be Confidential Information whether or not Employer or Omega designates them as such (i) all information that Employer or Omega has marked or designated as confidential, (ii) Omega's Operations Manual, together with all similar directives and documentation, (iii) Employer's and Omega's training programs and the material contained in them, (iv) Employer's or Omega's rules, guidelines, standards, specifications, plans, programs, procedures, and agreements, related to the development, opening, and operation of learning centers or academies, (v) Employer's or Omega's cost information, and (vi) all other information that Employer or Omega gives to me in confidence, except where such information is a Trade Secret

1 2 "Trade Secret" means information that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who may obtain economic value from its disclosure or use, whether I obtained such information prior to or after the date I made this Agreement Without limiting the definition of "Trade Secret," I agree that all the following shall be conclusively presumed to be Trade Secrets whether or not Employer or Omega designates them as such (i) all customer lists, whether related to the franchised center or otherwise, and the contact information of such customers, (ii) Employer's or Omega's advertising, marketing, and public relations strategies, (iii) Employer's or Omega's marketing analyses, (iv) products and services that

Employer or Omega proposes to introduce, but that Employer or Omega has not yet introduced, and (v) Employer's or Omega's expansion plans

1 3 The terms "Confidential Information" and "Trade Secrets" do not include, regardless of the means of disclosure (i) information generally known to the trade or the public at the time Employer or Omega discloses it to me, (ii) information that becomes known to the trade or the public after Employer or Omega discloses it to me, unless it becomes known due to my breach of this Agreement, or (iii) information I can prove was known to me at the time Employer or Omega disclosed it to me

2 **Ownership and Protection of Confidential Information and Trade Secrets**

2 1 Ownership I acknowledge and agree that Omega's Confidential Information and Trade Secrets are and shall remain Omega's sole and exclusive property and that (i) they are expressly copyrighted by copyright notice and hence protected under the U S Copyright Act, or they are unpublished works nonetheless protected under the U S Copyright Act, (ii) they include Omega's valuable confidential information and trade secrets, and (iii) Omega has made and will continue to make substantial investment in the Confidential Information and Trade Secrets, which investment may be recouped only if Omega's rights set forth in the provisions of the Franchise Agreement governing the protection of Omega's intellectual property, Omega's rights set forth in this Agreement, Omega's rights established by law, and Omega's other rights arising out of or related to Omega's intellectual property, are honored

2 2 Acknowledgments I acknowledge and agree that the Confidential Information and Trade Secrets are not, by definition, generally known in the trade, that they are beyond my present skill and experience, and that for me to develop such Confidential Information and Trade Secrets on my own would be expensive, time-consuming, and difficult I further acknowledge and agree that the Confidential Information and Trade Secrets would, if disclosed to a third party or used by me in violation of this Agreement, provide the third party or me with an unfair competitive advantage, and that they would be economically valuable to the third party or me in the development of a competing business or otherwise

2 3 Protection In recognition, acknowledgment, and agreement with Section 1, Section 2 1, and Section 2 2 of this Agreement, and in consideration of Employer's employment of me or Employer's placement or retention of me in my position, and in further consideration of the disclosure of the Confidential Information and Trade Secrets to me, I covenant, warrant, represent, and agree that

2 3 1 I will not, during the term of my employment or placement with Employer (i) appropriate or use any Confidential Information or Trade Secret for any purpose other than the operation of Employer's franchised business, (ii) use any Confidential Information or Trade Secret at any place except Employer's franchised business and Omega learning centers developed, opened, and operated in connection with Employer's franchised business, (iii) disclose or reveal any portion of the Confidential Information or Trade Secrets to any person, other than to Employer's directors, officers, owners, management employees, and others who have a legitimate business need to know of them in order to further the operation of Employer's franchised business and Omega learning centers, or (iv) disclose any Confidential Information or Trade Secret to any other person or entity except as Employer or Omega expressly authorizes

2 3 2 I will not, for two (2) years after the termination or expiration of my employment or placement with Employer for any reason (i) appropriate or use any Confidential Information for any purpose, or (ii) disclose any Confidential Information to any other person or entity

2 3 3 I will not, at any time after the termination or expiration of my employment or placement with Employer for any reason (i) appropriate or use any Trade Secret for any purpose, or (ii) disclose any Trade Secret to any other person or entity

2 3 4 I will not copy, duplicate, record, or otherwise reproduce any of the Confidential Information or Trade Secrets, in whole or in part, store such Confidential Information or Trade Secrets in a computer database, or otherwise make such Confidential Information or Trade Secrets available to any third party, except as set forth in this Agreement or as Omega specifically authorizes

2 3 5 I will at all times use my best efforts to prevent unauthorized copying or disclosure of any Confidential Information or Trade Secrets

2 3 6 On termination or expiration of my employment or placement with Employer for any reason, or when I am no longer assigned to work with any Confidential Information or Trade Secrets, I will promptly surrender to Employer all copies of any Confidential Information or Trade Secrets and any copies, notes, memoranda, and like material concerning or derived from the Confidential Information or Trade Secrets

2 3 7 Omega may from time to time modify the form of confidentiality agreement that Omega requires individuals like me to sign If Omega modifies such form, I will, on Employer's or Omega's request, duly execute, date, and deliver originals of such modified confidentiality agreement to Employer or Omega so that Employer or Omega actually receives such originals by the end of ten (10) days after Employer's or Omega's request for them

3 **Unfair Competition** I acknowledge and agree that, and I hereby direct any third party construing this Agreement, including without limitation any court, mediator, master, or other party acting as a trier of fact or law, to conclusively presume that (i) any breach by me of Section 2 of this Agreement constitutes a deceptive and unfair trade practice and unfair competition, and (ii) Section 1 and Section 2 of this Agreement are Employer's and Omega's reasonable effort under the circumstances to maintain the confidentiality of Employer's or Omega's Confidential Information and the secrecy of their Trade Secrets

4 **Works Made for Hire** If Employer directs me to create works derived from any Confidential Information or Trade Secrets, such works shall be deemed works made for hire and Employer shall own all copyrights in such works, subject to its obligations to assign such rights to Omega

5 **Burden of Proof** If a dispute arises as to whether particular information is Confidential Information or a Trade Secret, I agree that I will bear the burden of proving that such information is outside the ambit of "Confidential Information" or "Trade Secrets" subject to this Agreement

6 **Remedies** If I default under this Agreement, or if I threaten any default, or if any default appears to be imminent, I acknowledge and agree that (i) Employer and Omega shall be entitled to all remedies at law or in equity or otherwise for such default or threatened or imminent default, and (ii) Employer and Omega shall be entitled, in addition to any other remedies Employer and Omega may have at law or in equity or otherwise, to a preliminary and permanent injunction and a decree for specific performance of the terms of this Agreement without the necessity of showing actual or threatened damage and without being required to furnish a bond or other security

7 **Limitation** I understand that this is not an employment agreement of any kind

8 **Construction**

8 1 Governing Law All matters arising out of or related to related to this Agreement, including without limitation all matters arising out of or related to related to the making, existence, construction, enforcement, and sufficiency of performance of this Agreement, shall be determined exclusively in accordance with, and governed exclusively by, the laws of the State of Georgia applicable to agreements

made and to be entirely performed in the State of Georgia, which laws shall prevail in the event of any conflict of laws

8 2 Forum, Venue, and Jurisdiction In the event of any dispute arising out of or related to this Agreement, including without limitation any dispute arising out or of related to the making of this Agreement, such dispute shall be resolved exclusively through litigation The exclusive forum and venue for such litigation shall be a state or federal court having jurisdiction over the subject matter in or for the city or county where Omega's principal place of business is located I hereby irrevocably accept and submit to, generally and unconditionally, the exclusive jurisdiction of any such state or federal court having jurisdiction over the subject matter and hereby waive all defenses based on jurisdiction, venue, or forum non conveniens

8 3 Waiver of Trial By Jury I hereby waive trial by jury in any litigation arising out of or related to this Agreement

8 4 Attorneys' Fees and Costs In the event of any dispute or litigation arising out of or related to this Agreement, including without limitation any dispute or litigation arising out of or related to the making of this Agreement, I will pay to Omega, on demand, Omega's costs, including without limitation Omega's attorneys' fees and costs, and further including without limitation Omega's reasonable attorneys' fees and costs of appeal, and further including without limitation Omega's reasonable attorneys' fees and costs of collection, so that Omega actually receives such amounts by the end of ten (10) days after demand therefor In the event of any default under this Agreement, I will pay to Omega, on demand, Omega's costs arising out of or related to such default, including without limitation Omega's reasonable attorneys' fees and costs, and further including without limitation Omega's reasonable attorneys' fees and costs of collection, so that Omega actually receives such amounts by the end of ten (10) days after demand therefor

9 **Miscellaneous**

9 1 Continuity, No Release This Agreement and my obligations under it shall remain in full force and effect after and notwithstanding (i) the expiration or termination of my employment or other relationship with Employer, (ii) the expiration or termination of the franchise relationship between Omega and Employer, (iii) the transfer of Employer's franchise, or (iv) any other event or occurrence

9 2 Construe In Favor of Enforcement In the event of any dispute, litigation, or like event or occurrence arising out of or related to my obligations set forth in this Agreement, or arising out of or related to the matters set forth in this Agreement, I hereby direct any third party construing this Agreement, including without limitation any court, mediator, master, or other party acting as trier of fact or law, to construe the provisions of this Agreement broadly in favor of enforcement

9 3 Merger, Entire Agreement, Compliance This Agreement sets forth the entire agreement between Employer and Omega on the one hand, and me on the other hand, fully superseding any and all prior negotiations, agreements, representations, or understandings, whether oral or written, related to the subject matter of this Agreement I hereby expressly affirm that there are no oral or written agreements, "side-deals," arrangements, or understandings between Employer or Omega on the one hand, and me on the other hand, except as expressly set forth in this Agreement No course of dealing, whether occurring before or after the date I signed this Agreement, shall operate to amend, terminate, or waive any express written provision of this Agreement Notwithstanding anything set forth in this Section 9 3 to the contrary, if I have signed, or if I sign in the future, any other agreements governing the protection of Employer's or Omega's intellectual property, such other agreements shall remain in full force and effect notwithstanding this Agreement, and such other agreements shall be deemed a supplement to, and in addition to, this Agreement

9 4 Interpretation The word "including" means "including without limiting the scope or generality" of any word or words related thereto, and the words "and" and "or" mean, and are used in the inclusive sense of, "and/or " References to agreements, documents, guaranties, and like agreements and instruments shall be deemed to refer as well to all schedules, exhibits, addenda, attachments, and amendments thereto

9 5 I Am Not a Beneficiary I acknowledge and agree that notwithstanding anything set forth in this Agreement or any other agreement to the contrary (i) all obligations Omega owes are owed to Employer alone, and not to me, (ii) I shall not be entitled to rely on, enforce, or obtain relief for breach of, any of Omega's obligations arising out of or related to any agreement, whether directly, indirectly, by subrogation, as an intended third-party beneficiary, or otherwise, and (iii) I will not make or raise any claim, counterclaim, crossclaim, affirmative defense, or demand, that alleges, asserts, or otherwise raises any matter contrary to Clause (i) or Clause (ii) of this Section 9 5

9 6 Partial Invalidity If any provision of this Agreement is declared invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and if it cannot be so modified, then severed The balance of this Agreement shall remain in full force and effect, and I agree that I would have signed it as so modified

9 7 Effect of Recitals The Recitals to this Agreement shall be construed as a material and enforceable part of this Agreement for all purposes, and shall in no event be considered prefatory language or mere surplusage

9 8 Further Assurances I covenant, warrant, represent, and agree that I will perform such acts and execute and deliver such agreements or other documents to Omega as Omega may require to effect the intent of this Agreement, and that I will not unduly delay or condition the performance of such acts or execution of such agreements or other documents

9 9 Successors and Assigns This Agreement shall be binding on me and my personal representatives, successors, heirs, and assigns

9 10 Notices I acknowledge and agree that

9 10 1 Omega may send any notice, demand, consent, request, document, or similar material to me in writing at the address set forth beneath my signature to this Agreement

9 10 2 Any notice, demand, consent, request, document, or similar material shall be deemed to have been duly delivered (i) when delivered in person by Employer or Omega, (ii) one (1) business day after being sent by reputable commercial courier service for express delivery to the address beneath my signature set forth in this Agreement, or (iii) on my failure or refusal to accept delivery of any communication given pursuant to this Agreement, which failure or refusal shall be deemed constructive delivery effective on the earlier of the date of such refusal or the times set forth in Clauses (i) and (ii) of this Section 9 10 2 UPS, Federal Express, and any successors thereto shall conclusively be deemed "reputable commercial courier services "

9 10 3 I may designate another address at any time by delivering written notice to Omega in the manner set forth in this Section 9 10

9 11 Date If I do not date this Agreement in the space provided for the date beneath my signature (i) such failure by me shall have no effect on the effectiveness of this Agreement, (ii) this Agreement shall be deemed effective as of the date that Employer employs me or places me in a position

that requires me to execute this Agreement, whichever is earlier, and (iii) Omega may, if it desires to do so, enter such date as Omega deems appropriate

9 12 Defend Trade Secrets Act Notice You are notified as follows An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except pursuant to court order

I ACKNOWLEDGE AND AGREE THAT I HAVE READ AND FULLY UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT I HAVE HAD A FULL AND FAIR OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF MY CHOICE RELATED TO THIS AGREEMENT AND I HAVE EITHER DONE SO OR HAVE KNOWINGLY, INTELLIGENTLY, AND VOLUNTARILY ELECTED NOT TO DO SO I HAVE NOT RECEIVED, AND I AM NOT RELYING ON, ANY REPRESENTATION OR PROMISE BY EMPLOYER OR OMEGA, OR ANY PERSON ACTING ON EMPLOYER'S OR OMEGA'S BEHALF, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT

I ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT SPECIFICALLY APPLIES TO CONFIDENTIAL INFORMATION AND TRADE SECRETS THAT I RECEIVED PRIOR TO THE DATE I MADE THIS AGREEMENT, AS WELL AS CONFIDENTIAL INFORMATION AND TRADE SECRETS THAT I RECEIVED AFTER THE DATE I MADE THIS AGREEMENT

I ACKNOWLEDGE AND AGREE THAT I AM SIGNING THIS AGREEMENT OF MY OWN FREE WILL AND VOLITION AND WITHOUT ANY DURESS OR COERCION

IN WITNESS WHEREOF, intending to be legally bound by this Agreement, I have duly executed and delivered this Agreement as of the date set forth beneath my signature

_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
Date _____, 20____	Date _____, 20____
Address	Address
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COVENANT NOT TO COMPETE

THIS COVENANT (the "Covenant") is made and entered into the _____ day of _____, 20____ (the "Effective Date"), by and between OMEGA LEARNING CENTER FRANCHISOR, LLC, a Georgia limited liability company with its principal business address at Palladian Office Park, 5150 Stilesboro Rd , Building 400, Suite 410, Kennesaw, Georgia 30152 ("Omega"), and _____, a _____ _____ with its principal business address at _____ (the "Franchisee")

RECITALS

A Omega and Franchisee are entering into a franchise agreement (such agreement, together with all schedules, exhibits, addenda, attachments, and amendments to it, being referred to collectively in this Covenant as the "Franchise Agreement") contemporaneously with and as a material part of the same transaction with this Covenant

B Omega would not enter into such Franchise Agreement without Franchisee's agreement to enter into, be bound by, and comply with this Covenant

NOW, THEREFORE, in consideration of the foregoing, and in further consideration of the additional consideration acknowledged in this Covenant, and in further consideration of the mutual promises and commitments set forth in this Covenant, and in further consideration of the Franchise Agreement and the mutual promises and commitments set forth therein, and in further consideration of Ten and No/100 Dollars ($10 00) in-hand paid to Franchisee, and for other good and valuable consideration, the receipt and sufficiency of all of which Franchisee hereby acknowledges, Franchisee agrees as follows

1 **Definitions**

1 1 Specific Definitions

1 1 1 Competing Activity "Competing Activity" will mean (i) owning, maintaining, operating, engaging in, or having any interest in, any business that offers for sale, sells, or delivers supplemental education products or services that are the same as or similar to the products or services offered under the Omega Learning Center System, as such products and services are modified from time to time, or any product or service confusingly similar thereto, other than the Franchised Center or another business Franchisee operate pursuant to an agreement with Omega or any affiliate of Omega, (ii) acting as a director, officer, partner, member, employee, independent contractor, consultant, principal, or proprietor, or participating or assisting in the establishment or operation of any business engaged in a Competing Activity, or (iii) diverting or attempting to divert any business from the Franchised Center, the System, or other systems Omega or its affiliates may develop

1 1 2 Covenanting Personnel "Covenanting Personnel" will mean (i) Franchisee's equity holders, (ii) Franchisee's Managers, (iii) Franchisee's other management personnel, (iv) all personnel Franchisee employs who have received or will receive Manager Training or similar training in the System, (v) Franchisee's directors, officers, and members (if Franchisee is a corporation, limited liability company, or other business entity), and (vi) Franchisee's general partners and limited partners (including without limitation each holder of a direct or beneficial interest of ten percent (10%) or more in any corporation, limited liability company, or other business entity that controls, directly or indirectly, any general or limited partner)

1 2 Other Definitions Capitalized terms used but not otherwise defined in this Covenant shall have the same meanings as are ascribed to them in the Franchise Agreement

2 Covenant Not to Compete

2 1 Restrictive Covenant Franchisee covenants, warrants, represents, and agrees that it will comply with the following restrictions, all of which Franchisee acknowledges and agrees are reasonable and necessary to protect (i) Omega's legitimate business interests, including without limitation the interests of Omega's other franchisees, (ii) the confidentiality of Omega's Confidential Information and the secrecy of Omega's Trade Secrets, (iii) the integrity of the Omega Learning Center System, (iv) Omega's investment in the System, (v) the investment of Omega s other franchisees, and (vi) the goodwill associated with the System

2 1 1 In-Term Covenant Not to Compete Franchisee covenants, warrants, represents, and agrees that it will not, during the term of the Franchise Agreement, individually or jointly with others, directly or indirectly, by, through, on behalf of, or in conjunction with, any other person or entity (i) engage in a Competing Activity, other than another franchised business that Franchisee operates pursuant to an agreement with Omega, (ii) act as a director, officer, shareholder, partner, member, employee, independent contractor, consultant, principal, agent, or proprietor, or participate or assist in the establishment or operation of, directly or indirectly, any business engaged in a Competing Activity, except that Franchisee may purchase or hold less than five percent (5%) of the shares of any publicly-traded business engaged in a Competing Activity

2 1 2 Post-Term Covenant Not to Compete Franchisee covenants, warrants,, represents, and agrees that it will not, beginning at the expiration or termination of the Franchise Agreement and continuing for two (2) years thereafter, individually or jointly with others, by, through, on behalf of, or in conjunction with, any other person or entity, (i) engage in a Competing Activity, other than another franchised business that Franchisee operates pursuant to an agreement with Omega, (ii) act as a director, officer, shareholder, partner, member, employee, independent contractor, consultant, principal, agent, or proprietor, or participate or assist in the establishment or operation of, any business engaged in a Competing Activity, except that Franchisee may purchase or hold less than five percent (5%) of the shares of any publicly-traded business engaged in a Competing Activity, within any of Franchisee's Territories or former Territories

2 2 Directives In the event of any dispute related to this Section 2 of this Covenant, Franchisee hereby directs any third party construing this Covenant, including without limitation any court, mediator, master, or other party acting as a trier of fact or law

2 2 1 To conclusively presume that the restrictions set forth in this Section 2 of this Covenant are reasonable and necessary in order to protect the interests set forth in Section 2 1 of this Agreement

2 2 2 To conclusively presume that this Section 2 of this Covenant was made freely and voluntarily by Franchisee, as an independent business operator to which Omega delivered good and valuable consideration, in an arms-length commercial transaction between skilled and experienced business professionals

2 2 3 To conclusively presume that the restrictions set forth in this Section 2 of this Covenant will not unduly burden Franchisee's ability to earn a livelihood

2 2 4 To construe this Section 2 of this Covenant under laws governing distribution contracts between commercial entities in an arms-length business transaction, and not under laws governing contracts of employment

2 2 5 To conclusively presume that any violation of any of the terms of this Section 2 of this Covenant (i) was accompanied by the misappropriation and inevitable disclosure of Omega's confidential information, trade secrets, and other methods and procedures, and (ii) constitutes a deceptive and unfair trade practice and unfair competition

3 **Enforcement** Franchisee acknowledges and agrees that

3 1 Each of the covenants set forth in Section 2 of this Covenant shall be construed as independent of any other covenant or provision of this Covenant If all or any portion of a covenant set forth in Section 2 of this Covenant is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision in a proceeding to which Omega is a party, Franchisee will be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of Section 2

3 2 Omega shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Section 2 of this Covenant, or any portion thereof, without Franchisee's consent, effective immediately on Omega's delivery of written notice of such reduction to Franchisee, and Franchisee shall comply forthwith with any covenant as so modified

3 3 The existence of any claims Franchisee may have against Omega whether or not arising from this Covenant, shall not constitute a defense to Omega's enforcement of the covenants set forth in Section 2 of this Covenant

3 4 Franchisee will cause Franchisee's Covenanting Personnel to execute the Individual Covenant Not to Compete attached as Exhibit A to this Covenant and to comply with such Individual Covenant Not to Compete Franchisee will deliver a fully-executed, dated original of each Individual Covenant Not to Compete to Omega prior to and as a condition precedent to such individual coming within the scope of persons defined as "Covenanting Personnel " Franchisee will immediately notify Omega in writing of any default of any Individual Covenant Not to Compete or the obligations set forth in the Individual Covenant Not to Compete by any of the Covenanting Personnel required to execute such Individual Covenant Not to Compete Franchisee will, on Omega's demand, commence such legal proceedings as may be required to compel the compliance of any Covenanting Personnel with such Individual Covenant Not to Compete, and will prosecute such legal proceedings to their conclusion As between Omega and Franchisee, all such legal proceedings will be prosecuted Franchisee's sole cost and expense Franchisee will, on Omega's demand, tender such legal proceedings to Omega, and Omega may prosecute such legal proceedings at Franchisee's risk If Omega demands such tender, any and all costs related to such tender, and any and all costs of such legal proceedings, including without limitation Omega's attorneys' fees and costs, and further including without limitation Omega's attorneys' fees and costs related to counterclaims, cross-claims, appeals, and collection of amounts owed, shall be within the scope of the Indemnification Obligations set forth in the Franchise Agreement

3 5 Omega may from time to time modify the form of Individual Covenant Not to Compete If Omega modifies the Individual Covenant Not to Compete, Franchisee will, on Omega's request (i) cause the Covenanting Personnel to duly execute and date originals of such modified Individual Covenant Not to Compete, and (ii) deliver to Omega such duly-executed and dated originals so that Omega actually receives such originals by the end of ten (10) days after Omega delivers such originals to Franchisee for execution by Franchisee's Covenanting Personnel

4 **Injunctive Relief** Franchisee acknowledges and agrees that any failure to comply with the requirements of Section 17 of the Franchise Agreement, this Covenant, or and Individual Covenant Not to Compete, will cause Omega irreparable harm for which Omega has no adequate remedy at law Therefore, Franchisee agrees that Omega will have the right to injunctive relief, including without limitation a decree for specific performance, to compel Franchisee's compliance with Section 17 of the Franchise Agreement and this Covenant, and to compel the compliance of all Covenanting Personnel with Section 17 of the Franchise Agreement and all Individual Covenants Not to Compete, without the necessity of showing actual or threatened damage and without being required to furnish a bond or other security

5 **Liquidated Damages** Franchisee acknowledges and agrees that, because of the importance to Omega of the consideration described in this Covenant, any violation of Section 2 of this Covenant will injure Omega Franchisee further acknowledges and agrees that at the time Franchisee executes this Covenant, damages from such violations are difficult to estimate Accordingly, Franchisee agrees that if Franchisee violates Section 2 of this Covenant, or if any member of the Covenanting Personnel violates the restrictive covenants set forth in Exhibit A to this Covenant, and if Franchisee fails to use its best efforts to prevent or stop such violation, and such violation results in damage to Omega, Franchisee will pay to Omega as liquidated damages for each such violation a one-time payment of Twenty Thousand and No/100 Dollars ($20,000), plus continuing damages of Ten Thousand and No/100 Dollars ($10,000) for each month that such violation remains uncured Omega shall be entitled to such additional damages as Omega may demonstrate

6 **Construction**

6 1 Governing Law All matters arising out of or related to this Covenant, including without limitation all matters arising out of or related to the making, existence, construction, enforcement, and sufficiency of performance of this Covenant, shall be determined exclusively in accordance with, and governed exclusively by, the laws of the State of Georgia applicable to agreements made and to be entirely performed within the State of Georgia, which laws shall prevail in the event of any conflict of laws

6 2 Forum, Venue, and Jurisdiction In the event of any dispute arising out of or related to this Covenant, including without limitation any dispute arising out of or related to the making of this Covenant, such dispute shall be resolved exclusively through litigation The exclusive forum and venue for such litigation shall be a state or federal court having jurisdiction over the subject matter in or for the city or county where Omega's principal place of business is located Franchisee hereby irrevocably accepts and submits to, generally and unconditionally, the exclusive jurisdiction of any such state or federal court having jurisdiction over the subject matter and hereby waives all defenses based on jurisdiction, venue, or forum non conveniens

6 3 Waiver of Trial By Jury Omega and Franchisee hereby waive trial by jury in any litigation arising out of or related to this Covenant

6 4 Attorneys' Fees and Costs In the event of any dispute or litigation arising out of or related to this Covenant, including without limitation any dispute or litigation arising out of or related to the making of this Covenant, Franchisee shall pay to Omega, on demand, Omega's costs, including without limitation Omega's reasonable attorneys' fees and costs, and further including without limitation Omega's reasonable attorneys' fees and costs of appeal, and further including without limitation Omega's reasonable attorneys' fees and costs of collection, so that Omega actually receives such amounts by the end of ten (10) days after demand therefor In the event of any default under this Covenant, Franchisee shall pay to Omega, on demand, Omega's costs arising out of or related to such default, including without limitation Omega's reasonable attorneys' fees and costs, and further including without limitation Omega's reasonable

attorneys' fees and costs of collection, so that Omega actually receives such amounts by the end of ten (10) days after demand therefor

7 Miscellaneous

7 1 Continuity, No Release This Covenant and Franchisee's obligations set forth in this Covenant shall remain in full force and effect after and notwithstanding (i) the termination, expiration, or transfer of the Franchise Agreement, (ii) the transfer of Franchisee's interest in the Franchise Agreement, whether such transfer is permitted or unpermitted, (iii) the dissolution of existence or termination of operation of Franchisee, (iv) the termination of Franchisee's relationship with Omega, or (v) any other event or occurrence

7 2 Construe In Favor of Enforcement In the event of any dispute, litigation, or like event or occurrence arising out of or related to Franchisee's obligations set forth in this Covenant, or arising out of or related to the matters set forth in this Covenant, Franchisee hereby directs any third party construing this Covenant, including without limitation any court, mediator, master, or other party acting as trier of fact or law, to construe the provisions of this Covenant broadly in favor of enforcement

7 3 Merger, Entire Agreement, Compliance This Covenant, together with the Franchise Agreement, is a complete integration that sets forth the entire agreement between the parties, fully superseding any and all prior negotiations, agreements, representations, or understandings between Omega and Franchisee, whether oral or written, related to the subject matter of this Covenant and the Franchise Agreement Franchisee hereby expressly affirms that there are no oral or written agreements, "side-deals," arrangements, or understandings between Omega and Franchisee except as expressly set forth in this Covenant and the Franchise Agreement No course of dealing, whether occurring before or after the date Omega and Franchisee made this Covenant, shall operate to amend, terminate, or waive any express written provision of this Covenant

7 4 Interpretation The word "including" means "including without limiting the scope or generality" of any word or words related thereto, and the words "and" and "or" mean, and are used in the inclusive sense of, "and/or" References to agreements, documents, guaranties, and like agreements and instruments shall be deemed to refer as well to all schedules, exhibits, addenda, attachments, and amendments thereto

7 5 Partial Invalidity If any provision of this Covenant is declared invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and if it cannot be so modified, then severed The balance of this Covenant shall remain in full force and effect, and Franchisee agrees that it would have signed this Covenant as so modified

7 6 Effect of Recitals The Recitals to this Covenant shall be construed as a material and enforceable part of this Covenant for all purposes, and shall in no event be considered prefatory language or mere surplusage

7 7 Further Assurances Franchisee covenants, warrants, represents, and agrees that it will perform such acts and execute and deliver such agreements or other documents to Omega as Omega may require to effect the intent of this Covenant, and that Franchisee will not unduly delay or condition the performance of such acts or execution of such agreements or other documents

7 8 Successors and Assigns In addition to the provisions otherwise set forth herein, this Covenant shall be binding on the parties hereto and on their respective predecessors, successors, heirs, and assigns

7 9 Notices The parties shall send any notice, consent, request, or similar material to the other in writing in the same manner as set forth in the Franchise Agreement for the delivery of notices

IN WITNESS WHEREOF, the parties to this Covenant, intending to be legally bound by this Covenant, have duly executed and delivered this Covenant as of the Effective Date

OMEGA	**FRANCHISEE**
OMEGA LEARNING CENTER FRANCHISOR, LLC	
By _____	By _____
Kimberly Smith	
Title Chief Executive Officer	Title

INDIVIDUAL COVENANT NOT TO COMPETE

I, by my signature set forth below, agree to be bound by and to comply with this Covenant Not to Compete (the "Covenant")

RECITALS

A I am an owner, employee, or independent contractor of _____ (the "Employer") Employer is a franchisee of OMEGA LEARNING CENTER FRANCHISOR, LLC ("Omega")

B Omega owns a wide variety of confidential information and trade secrets Omega is granting Employer access to its confidential information, trade secrets, and other methods and procedures Omega needs to secure the confidentiality of its confidential information, the secrecy of its trade secrets, and its other methods and procedures, so that Omega's legitimate interests, including without limitation the interests of Omega's other franchisees, and the integrity and goodwill of Omega and its affiliates, and the integrity of Omega and such affiliates' various businesses, are protected

C Omega would not have entered into the franchise relationship with Employer unless Employer agreed to have its personnel in employment positions like mine sign this Covenant, agree to be bound by it, and agree to comply with it

D I acknowledge and agree that I will receive good and valuable consideration from my agreement to be bound by this Covenant and to comply with it, in that without this Covenant (i) Employer would not employ me or place me in my employment position, or (ii) if I am already employed by Employer in a position that requires me to sign this Covenant and agree to be bound by it, Employer would terminate my employment or remove me from my position

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of all of which I hereby acknowledge, I hereby covenant, warrant, represent, and agree as follows

1 **Definitions** As used in this Covenant

1 1 Competing Activity "Competing Activity" will mean (i) owning, maintaining, operating, engaging in, or having any interest in, any business that offers for sale, sells, or delivers supplemental educational products or services that are the same as or similar to the products and services that Employer offers for sale, sells, and delivers through Employer's Omega center, as such products and services are modified from time to time, or any product or service confusingly similar thereto, other than another business operating under an agreement with Omega or any affiliate of Omega, (ii) acting as a director, officer, partner, member, employee, independent contractor, consultant, principal, or proprietor, or participating or assisting in the establishment or operation of any business engaged in a Competing Activity, or (iii) diverting or attempting to divert any business from Employer's Omega learning center, or from any centers operating under the Omega System, or from other systems Omega or its affiliates may develop

1 2 System 'System" will mean businesses and learning centers operating under the "Omega Learning Center" trademarks, trade names, service marks, logotypes, and other commercial symbols

2 Covenant Not to Compete

2 1 Restrictive Covenant In consideration of Employer's employment of me, I covenant, warrant, represent, and agree that I will comply with the following restrictions, all of which I acknowledge and agree are reasonable and necessary to protect Employer's and Omega's legitimate interests

2 1 1 Covenant Not to Compete During the Term of My Employment I will not, during the term of my employment with Employer, individually or jointly with others, directly or indirectly, by, through, on behalf of, or in conjunction with, any person or entity (i) own, maintain, operate, engage in, or have any interest in, any business engaged in a Competing Activity, other than my employment with Employer, without Employer's and Omega's prior written consent, except that I may passively own or hold less than five percent (5%) of the shares of any publicly-traded business engaged in a Competing Activity, (ii) act as a director, officer, employee, independent contractor, consultant, principal, agent, or proprietor, or otherwise participate or assist in the establishment or operation of, directly or indirectly, any business engaged in a Competing Activity, or (iii) divert or attempt to divert any business from Employer's Omega learning center, from Omega, or from any centers operating under the Omega System or other systems Omega or its affiliates may develop

2 1 2 Covenant Not to Compete After the Term of My Employment I will not, beginning with the date that Employer no longer employs me and continuing for two (2) years thereafter, within Employer's Franchised Territory or former Franchised Territory, individually or jointly with others, by, through, on behalf of, or in conjunction with, any person or entity (i) own, maintain, operate, engage in, or have any interest in, any business engaged in a Competing Activity, without Employer's and Omega's prior written consent, except that I may passively own or hold less than five percent (5%) of the shares of any publicly-traded business engaged in a Competing Activity, (ii) act as a director, officer, partner, member, employee, independent contractor, consultant, principal, agent, or proprietor, or otherwise, or participate or assist in the establishment or operation of, any business engaged in a Competing Activity, within any of Franchisee's Territories or former Territories

2 2 Directives If there is any dispute related to this Section 2 of this Covenant, I hereby direct any third party construing this Covenant, including without limitation any court, mediator, master, or other party acting as a trier of fact or law

2 2 1 To conclusively presume that the restrictions set forth in this Section 2 are reasonable and necessary in order to protect (i) Employer's and Omega's legitimate business interests, including without limitation the interests of Omega's other franchisees, the interests of Omega's franchisees and subfranchisees, and the integrity of the System, (ii) the confidentiality of Omega's confidential information and the secrecy of Omega's trade secrets, (iii) Omega's investment in the System, and (iv) the goodwill associated with the System

2 2 2 To conclusively presume that this Section 2 was made freely and voluntarily by me, as a skilled and experienced businessperson to whom Employer and Omega delivered good and valuable consideration

2 2 3 To conclusively presume that the restrictions set forth in this Section 2 will not will not unduly burden my ability to earn a livelihood

2 2 4 To conclusively presume that my violation of any of the terms of this Section 2 of this Covenant (i) was accompanied by the misappropriation and inevitable disclosure of Employer's and Omega's confidential information, trade secrets, and other methods and procedures, and (ii) constitutes a deceptive and unfair trade practice and unfair competition

3 **Enforcement** I acknowledge and agree that

3 1 Each of the covenants set forth in Section 2 of this Covenant shall be construed as independent of any other covenant or provision of this Covenant If all or any portion of a covenant set forth in Section 2 of this Covenant is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision in a proceeding to which Omega is a party, I will be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of Section 2

3 2 Omega shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Section 2 of this Covenant, or any portion thereof, without my consent, effective immediately on delivery by Omega of written notice of such reduction to me, and I will immediately comply with any covenant as so modified

3 3 The existence of any claims I may have against Employer or Omega, whether or not they arise from this Covenant, shall not constitute a defense to the enforcement by Employer or Omega of the provisions of this Covenant

4 **Injunctive Relief** I agree that any failure to comply with the requirements of this Covenant will cause Employer and Omega irreparable harm for which they have no adequate remedy at law Therefore, I agree that Employer and Omega will have the right to injunctive relief, including without limitation a decree for specific performance, to compel me to comply with this Covenant, without the necessity of showing actual or threatened damage and without being required to furnish a bond or other security

5 **Construction**

5 1 Governing Law All matters arising out of or related to this Covenant, including without limitation all matters arising out of or related to the making, existence, construction, enforcement, and sufficiency of performance of this Covenant, shall be determined exclusively in accordance with, and governed exclusively by, the laws of the State of Georgia applicable to agreements made and to be entirely performed in the State of Georgia, which laws shall prevail in the event of any conflict of laws

5 2 Forum, Venue, and Jurisdiction In the event of any dispute arising out of or related to this Covenant, including without limitation any dispute arising out of or related to the making of this Covenant, such dispute shall be resolved exclusively through litigation The exclusive forum and venue for such litigation shall be the state or federal court having jurisdiction over the subject matter in or for the city or county where Omega's principal place of business is located I hereby irrevocably accept and submit to, generally and unconditionally, the exclusive jurisdiction of any such state or federal court having jurisdiction over the subject matter and hereby waive all defenses based on jurisdiction, venue, or forum non conveniens

5 3 Waiver of Trial By Jury I hereby waive trial by jury in any litigation arising out of or related to this Covenant

5 4 Attorneys' Fees In the event of any dispute or litigation arising out of or related to this Covenant, including without limitation any dispute or litigation arising out of or related to the making of this Covenant, I will pay Employer and Omega, on demand, their costs, including without limitation their reasonable attorneys' fees and costs, and further including without limitation their reasonable attorneys' fees and costs of appeal, and further including without limitation their reasonable attorneys' fees and costs of collection, so that they actually receive such amounts by the end of ten (10) days after they demand payment In the event of any default under this Covenant, I will pay Employer and Omega, on demand,

their costs arising out of or related to such default, including without limitation their reasonable attorneys' fees and costs, and further including without limitation their reasonable attorneys' fees and costs of collection, so that they actually receive such amounts by the end of ten (10) days after they demand payment

6 **Miscellaneous**

6 1 Continuity, No Release This Covenant and my obligations under it shall remain in full force and effect after and notwithstanding (i) the expiration or termination of my employment or other relationship with Employer, (ii) the expiration or termination of the franchise relationship between Omega and Employer, (iii) the transfer of Employer's franchise, or (iv) any other event or occurrence

6 2 Construe In Favor of Enforcement In the event of any dispute, litigation, or like event or occurrence arising out of or related to my obligations set forth in this Covenant, or arising out of or related to the matters set forth in this Covenant, I hereby direct any third party construing this Covenant, including without limitation any court, mediator, master, or other party acting as trier of fact or law, to construe the provisions of this Covenant broadly in favor of enforcement

6 3 Merger, Entire Agreement, Compliance This Covenant sets forth the entire agreement between Employer and Omega on the one hand, and me on the other hand, fully superseding any and all prior negotiations, agreements, representations, or understandings, whether oral or written, related to the subject matter of this Covenant I hereby expressly affirm that there are no oral or written agreements, "side-deals," arrangements, or understandings between Employer or Omega on the one hand, and me on the other hand, except as expressly set forth in this Covenant No course of dealing, whether occurring before or after the date I signed this Covenant, shall operate to amend, terminate, or waive any express written provision of this Covenant

6 4 Interpretation The word "including" means "including without limiting the scope or generality" of any word or words related thereto, and the words "and" and "or" mean, and are used in the inclusive sense of, "and/or " Referènces to agreements, documents, guaranties, and like agreements and instruments shall be deemed to refer as well to all schedules, exhibits, addenda, attachments, and amendments thereto

6 5 I Am Not a Beneficiary I acknowledge and agree that notwithstanding anything set forth in this Covenant or any other agreement to the contrary (i) all obligations Omega owes are owed to Employer alone, and not to me, (ii) I shall not be entitled to rely on, enforce, or obtain relief for breach of, any of Omega's obligations arising out of or related to any agreement, whether directly, indirectly, by subrogation, as an intended third-party beneficiary, or otherwise, and (iii) I will not make or raise any claim, counterclaim, crossclaim, affirmative defense, or demand, that alleges, asserts, or otherwise raises any matter contrary to Clause (i) or Clause (ii) of this Section 6 5

6 6 Partial Invalidity If any provision of this Covenant is declared invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and if it cannot be so modified, then severed The balance of this Covenant shall remain in full force and effect, and I agree that I would have signed it as so modified

6 7 Effect of Recitals The Recitals to this Covenant shall be construed as a material and enforceable part of this Covenant for all purposes, and shall in no event be considered prefatory language or mere surplusage

6 8 Further Assurances I covenant, warrant, represent, and agree that I will perform such acts and execute and deliver such agreements or other documents to Employer and Omega as Employer and Omega may require to effect the intent of this Covenant, and that I will not unduly delay or condition the performance of such acts or execution of such agreements or other documents

6 9 Successors and Assigns This Covenant shall be binding on me and my personal representatives, successors, heirs, and assigns

6 10 Notices I acknowledge and agree that

6 10 1 Employer and Omega may send any notice, demand, consent, request, document, or similar material to me in writing at the address set forth beneath my signature to this Covenant

6 10 2 Any notice, demand, consent, request, document, or similar material shall be deemed to have been duly delivered (i) when delivered in person by Employer or Omega, (ii) one (1) business day after being sent by reputable commercial courier service for express delivery to the address beneath my signature set forth in this Covenant, or (iii) on my failure or refusal to accept delivery of any communication given pursuant to this Covenant, which failure or refusal shall be deemed constructive delivery effective on the earlier of the date of such refusal or the times set forth in Clauses (i) and (ii) of this Section 6 10 2 UPS, Federal Express, and any successors thereto shall conclusively be deemed 'reputable commercial courier services"

6 10 3 I may designate another address at any time by delivering written notice to Employer and Omega in the manner set forth in this Section 6 10

6 11 Date If I do not date this Covenant in the space provided for the date beneath my signature (i) such failure by me shall have no effect on the effectiveness of this Covenant, (ii) this Covenant shall be deemed effective as of the date that Employer employs me or places me in a position that requires me to execute this Covenant, whichever is earlier, and (iii) Omega may, if it desires to do so, enter such date as Omega deems appropriate

I ACKNOWLEDGE AND AGREE THAT I HAVE READ AND FULLY UNDERSTAND ALL OF THE TERMS OF THIS COVENANT I HAVE HAD A FULL AND FAIR OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF MY CHOICE RELATED TO THIS COVENANT AND I HAVE EITHER DONE SO OR HAVE KNOWINGLY, INTELLIGENTLY, AND VOLUNTARILY ELECTED NOT TO DO SO I HAVE NOT RECEIVED, AND I AM NOT RELYING ON, ANY REPRESENTATION OR PROMISE BY EMPLOYER OR OMEGA, OR ANY PERSON ACTING ON EMPLOYER'S OR OMEGA'S BEHALF, ARISING OUT OF OR RELATED TO THIS COVENANT, EXCEPT AS EXPRESSLY SET FORTH IN THIS COVENANT

I FURTHER ACKNOWLEDGE AND AGREE THAT I AM SIGNING THIS COVENANT OF MY OWN FREE WILL AND VOLITION AND WITHOUT ANY DURESS OR COERCION

IN WITNESS WHEREOF, agreeing to be legally bound hereby, I have duly executed and delivered this Covenant as of the date set forth below

_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
Date _____, 20___	Date _____, 20___
Address	Address
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Signature	Signature
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Print Name	Print Name
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GUARANTY OF PAYMENT AND PERFORMANCE

THIS GUARANTY (the "Guaranty") is made by the Guarantor named on the signature pages of this Guaranty (whether one or more, the "Guarantor") in favor of OMEGA LEARNING CENTER FRANCHISOR, LLC, a Georgia limited liability company with its principal business address at Palladian Office Park, 5150 Stilesboro Rd , Building 400, Suite 410, Kennesaw, Georgia 30152 (hereinafter "Omega"), as of the date set forth beneath such Guarantor's signature

RECITALS

A Omega is the franchisor and _____ (the "Franchisee") is the franchisee under that certain Omega Learning Center® franchise agreement between Omega and Franchisee dated _____, 20____ (such franchise agreement, together with all schedules, exhibits, addenda, attachments, and amendments to it, being referred to collectively in this Guaranty as the "Franchise Agreement")

B As an express condition precedent to, and in consideration of, Omega entering into the Franchise Agreement, Omega has required that Guarantor guaranty (i) the payment and performance of all monetary covenants and agreements of Franchisee arising out of or related to (a) the Center, and (b) the business franchised under the Franchise Agreement (the "Franchised Business") to the extent such monetary covenants and agreements arise out of or relate to the Center (such monetary covenants and agreements being referred to collectively in this Guaranty as the "Monetary Covenants"), whether such Monetary Covenants arose prior to or after the date Guarantor made this Guaranty, and (ii) the performance of all non-monetary covenants and agreements of Franchisee arising out of or related to (a) the Center, and (b) the Franchised Business to the extent such non-monetary covenants and agreements arise out of or relate to the Center (such non-monetary covenants and agreements being referred to collectively in this Guaranty as the "Non-Monetary Covenants"), whether such Non-Monetary Covenants arose prior to or after the date Guarantor made this Guaranty (the Monetary Covenants and Non-Monetary Covenants being referred to collectively in this Guaranty as the "Covenants")

C Guarantor is a Principal or affiliate of Franchisee, or otherwise anticipates substantial material benefit from the transactions contemplated under and evidenced by the Franchise Agreement, and is therefore willing to execute this Guaranty

D Omega would not have entered into the Franchise Agreement without Guarantor's guaranties and agreements set forth in this Guaranty, which guaranties and agreements Omega has relied on to its detriment

NOW, THEREFORE, in consideration of the foregoing, and in further consideration of the Franchise Agreement and the mutual promises and commitments set forth therein, and in further consideration of Ten and No/100 United States Dollars ($10 00 USD) in-hand paid to Guarantor, and for other good and valuable consideration, the receipt and sufficiency of all of which Guarantor hereby acknowledges, Guarantor agrees as follows

1 **Guaranty**

1 1 Guarantor hereby guaranties the due and punctual payment and performance when due of all Monetary Covenants and the due and punctual performance when due of all Non-Monetary Covenants

1 2 Guarantor agrees that, as to all Monetary Covenants, this Guaranty is a guaranty of payment and not of collection

1 3 Guarantor agrees that the guaranties Guarantor is giving under this Guaranty (i) are full, complete, continuing, absolute, unconditional, primary, and unlimited in amount, and (ii) specifically include amounts owed to Omega prior to the date Guarantor made this Guaranty, as well as amounts owed to Omega after the date Guarantor made this Guaranty

1 4 Guarantor agrees that Omega may at any time, without impairing, releasing, or affecting in any way the obligations of Guarantor under this Guaranty, and without further notice to Guarantor, and without further consent by Guarantor

1 4 1 Add to, delete from, or modify in any respect the Franchise Agreement and any other agreements related to the Franchised Business and the Center (such Franchise Agreement and other agreements being referred to collectively in this Guaranty as the "Agreements"), even if such additions, deletions, or modifications increase Guarantor's liability under this Guaranty,

1 4 2 Add additional agreements to the Agreements, even if such additional agreements increase Guarantor's liability under this Guaranty,

1 4 3 Extend or waive any time for Franchisee's or any other person's or entity's performance of, or compliance with, any covenant, warranty, representation, agreement, or obligation to be performed or observed under the Agreements, or waive such performance or compliance, or consent to a failure of, or departure from, such performance or compliance, and

1 4 4 Release any person or other entity primarily or secondarily liable under the Franchise Agreement or other Agreements, or this Guaranty

1 5 Guarantor hereby subordinates to the Covenants all obligations that Franchisee may owe to Guarantor, including without limitation those obligations that Franchisee may owe to Guarantor under any covenant, warranty, representation, agreement, contract, note, guaranty, accommodation, claim, action, or right of action, and any other obligation of Franchisee to Guarantor, however and whenever created, arising, or evidenced, whether direct or indirect, absolute or contingent or otherwise, and whether now due or to become due

2 **Joint and Several Guaranty** If there is more than one Guarantor, all the terms, conditions, and obligations set forth in this Guaranty shall be joint and several

3 **Payment and Performance** If Franchisee fails to pay or perform any Monetary Covenant or fails to perform any Non-Monetary Covenant, Omega may proceed directly against Guarantor without first proceeding against or notifying Franchisee or any other guarantor On notice from Omega that Franchisee has failed to pay or perform any Monetary Covenant or to perform any Non-Monetary Covenant (i) Guarantor will pay all amounts owed under any Monetary Covenant so that Omega actually receives the amounts owed by the end of five (5) days after demand therefor, and (ii) subject to Clause (i) above, Guarantor will commence performing all other obligations to be performed immediately after Omega's demand for such performance and shall thereafter use Guarantor's best efforts to complete such performance to Omega's satisfaction

4 **Waivers by Guarantor** Guarantor hereby waives

4 1 Notice of default arising out of or related to the Agreements whether such defaults are related to the Covenants or otherwise,

4 2 Notice of acceptance of this Guaranty, notice of settlement or compromise of differences, notice of suit, and notice of any arrangement or settlement made with Franchisee or any other guarantor, in or out of court,

4 3 All rights Guarantor now has or in the future may have to compel Omega to proceed against any other party before proceeding against, or as a condition of proceeding against, Guarantor, and

4 4 Any rights that may be conferred by Official Code of Georgia Annotated Sections 10-7-23, 10-7-24, and 13-1-11, or any similar provisions of the laws of any other jurisdiction

5 **No Waiver By Omega** No delay or failure by Omega in the exercise of any right, power, or remedy related to this Guaranty shall operate as a waiver thereof, and no single or partial exercise by Omega of any right, power, or remedy shall preclude any further exercise thereof or the exercise of any other right, power, or remedy

6 **Notices** All communications required or permitted to be given under this Guaranty shall be in writing and shall be deemed to have been duly given (i) when received in person by the other party, (ii) one (1) business day after being sent by reputable commercial courier service for express delivery to the address provided under this Guaranty, or (iii) on the intended recipient's failure or refusal to accept delivery of any communication given pursuant to this Guaranty, which failure or refusal shall be deemed constructive delivery effective on the earlier of the date of such refusal or the times set forth in Clauses (i) and (ii) of this Section 6 UPS, Federal Express, and any successors thereto shall conclusively be deemed "reputable commercial courier services " For the purposes of this Guaranty

6 1 The address of Guarantor is as set forth below Guarantor's signature at the end of this Guaranty

6 2 The address of Omega is set forth in the caption of this Guaranty Guarantor shall direct any notice that Guarantor delivers to Omega to the attention of Omega's Chief Executive Officer

6 2 1 Guarantor shall deliver a simultaneous written copy of any notice to Omega to

Joseph J Gottlieb, Esq
Stout Kaiser Matteson Peake & Hendrick, LLC
1117 Perimeter Center West, Suite W400
Atlanta, Georgia, USA 30338

6 2 2 Delivery of the copy as set forth in Section 6 2 1 of this Guaranty (i) shall not constitute notice, and (ii) shall be an express condition precedent to the validity of any notice Guarantor delivers to Omega

6 3 Either party may designate another address at any time by delivering written notice to the other in the manner set forth in this Section 6

7 **Heirs, Personal Representatives, Successors, and Assigns** The provisions of this Guaranty shall bind Guarantor and Guarantor's estate, heirs, personal representatives, and assigns, and shall benefit Omega and Omega's successors and assigns Guarantor shall not assign this Guaranty without Omega's prior written consent

8 **Dispute Resolution**

8 1 Governing Law All matters arising out of or related to this Guaranty, including without limitation all matters arising out of or related to the making, existence, construction, enforcement, and sufficiency of performance of this Guaranty, shall be determined exclusively in accordance with, and governed exclusively by, the laws of the State of Georgia applicable to agreements made and to be entirely performed within the State of Georgia, which laws shall prevail in the event of any conflict of laws

8 2 Forum, Venue, and Jurisdiction In the event of any dispute arising out of or related to this Guaranty, including without limitation any dispute arising out of or related to the making of this Guaranty, such dispute shall be resolved exclusively through litigation The exclusive forum and venue for such litigation shall be a state or federal court in or for Cobb County, Georgia having jurisdiction over the subject matter Guarantor hereby irrevocably accepts and submits to, generally and unconditionally, the exclusive jurisdiction of any state or federal court in or for Cobb County, Georgia having jurisdiction over the subject matter, and hereby waives all defenses based on jurisdiction, venue, or forum non conveniens

8 3 Waiver of Trial By Jury Guarantor hereby waives trial by jury in any litigation arising out of or related to this Guaranty

8 4 Costs and Attorneys' Fees In the event of any dispute or litigation arising out of or related to this Guaranty, including without limitation any dispute or litigation arising out of or related to the making of this Guaranty, Guarantor shall pay Omega, on demand, Omega's costs, including without limitation Omega's reasonable attorneys' fees and costs, and further including without limitation Omega's reasonable attorneys' fees and costs of appeal, and further including without limitation Omega's reasonable attorneys' fees and costs of collection, so that Omega actually receives such amounts by the end of ten (10) days after demand therefor In the event of any default under this Guaranty, Guarantor shall pay Omega, on demand, Omega's costs arising out of or related to such default, including without limitation Omega's reasonable attorneys' fees and costs, and further including without limitation Omega's reasonable attorneys' fees and costs of collection, so that Omega actually receives such amounts by the end of ten (10) days after demand therefor

9 **Miscellaneous**

9 1 Continuity, No Release This Guaranty and the obligations of Guarantor shall remain in full force and effect after and notwithstanding (i) the termination, expiration, or transfer of the Franchise Agreement or any of the other Agreements, (ii) the transfer of Guarantor's equity in Franchisee, (iii) the termination or expiration of Guarantor's relationship with Franchisee, (iv) the dissolution or termination of existence of Franchisee, (v) the termination of operation of Franchisee, (vi) the death of Guarantor, or (vii) any other event or occurrence, except as Omega may expressly agree in an enforceable bilateral written agreement duly executed by Omega's authorized officer and Guarantor and duly delivered to Guarantor

9 2 Construe In Favor of Enforcement In the event of any dispute, litigation, or like event or occurrence arising out of or related to Guarantor's obligations set forth in this Guaranty, or arising out of or related to the matters set forth in this Guaranty, Guarantor hereby directs any third party construing this Guaranty, including without limitation any court, mediator, master, or other party acting as trier of fact or law, to construe the provisions of this Guaranty broadly in favor of enforcement

9 3 Merger, Entire Guaranty, Compliance This Guaranty, together with the Franchise Agreement, is a complete integration that sets forth the entire agreement between the parties, fully superseding any and all prior negotiations, agreements, representations, or understandings between Omega and Guarantor, whether oral or written, related to the subject matter of this Guaranty Guarantor hereby

expressly affirms that there are no oral or written agreements, "side-deals," arrangements, or understandings between Omega and Guarantor except as expressly set forth in this Guaranty No course of dealing, whether occurring before or after the date Guarantor made this Guaranty, shall operate to amend, terminate, or waive any express written provision of this Guaranty Notwithstanding anything set forth in this Section 9 3 to the contrary, if Omega or Omega's affiliates have received any other guaranties related to the Franchise Agreement or the other Agreements, from Guarantor or otherwise, such other guaranties shall remain in full force and effect notwithstanding this Guaranty, and such other guaranties shall be deemed a supplement to, and in addition to, this Guaranty

9 4 Interpretation The word "including" means "including without limiting the scope or generality" of any word or words related thereto, and the words "and" and 'or ' mean, and are used in the inclusive sense of, "and/or " References to agreements, documents, guaranties, and like agreements and instruments shall be deemed to refer as well to all schedules, exhibits, addenda, attachments, and amendments thereto

9 5 Guarantor Is Not Beneficiary Guarantor acknowledges and agrees that notwithstanding anything set forth in the Franchise Agreement, this Guaranty, or any other agreement to the contrary (i) all obligations Omega owes under the Franchise Agreement and any other agreement are owed to Franchisee alone, and not to Guarantor, (ii) Guarantor shall not be entitled to rely on, enforce, or obtain relief for breach of, any of Omega's obligations arising out of or related to the Franchise Agreement or any other agreement, whether directly, indirectly, by subrogation, as an intended third-party beneficiary, or otherwise, and (iii) Guarantor will not make or raise any claim, counterclaim, crossclaim, affirmative defense, or demand, that alleges, asserts, or otherwise raises, any matter contrary to Clause (i) or Clause (ii) of this Section 9 5

9 6 Partial Invalidity If any provision of this Guaranty is declared invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and if it cannot be so modified, then severed The balance of this Guaranty shall remain in full force and effect, and Guarantor agrees that Guarantor would have signed this Guaranty as so modified

9 7 Effect of Recitals The Recitals to this Guaranty shall be construed as a material and enforceable part of this Guaranty for all purposes, and shall in no event be considered prefatory language or mere surplusage

9 8 Further Assurances Guarantor covenants, warrants, represents, and agrees that Guarantor will perform such acts and execute and deliver such agreements or other documents to Omega as Omega may require to effect the intent of this Guaranty, and that Guarantor will not unduly delay or condition the performance of such acts or execution of such agreements or other documents

9 9 Date The date shown beneath Guarantor's signature is for reference purposes only If Guarantor does not date this Guaranty, Guarantor hereby grants Omega the right to enter the Effective Date of the Franchise Agreement in the space for such date, and Guarantor agrees that Guarantor shall be deemed to have given Omega this Guaranty as of the Effective Date of the Franchise Agreement Guarantor's omission of the date, and Omega's entry of the date described in this Section 9 9, shall not impair, release, or affect in any way Guarantor's covenants, warranties, representations, agreements, or obligations set forth in, arising out of, or related to this Guaranty

I, AS GUARANTOR, ACKNOWLEDGE AND AGREE THAT I HAVE READ AND FULLY UNDERSTAND ALL OF THE TERMS OF THIS GUARANTY I HAVE HAD A FULL AND FAIR OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF MY CHOOSING RELATED TO THIS GUARANTY AND I HAVE EITHER DONE SO OR HAVE KNOWINGLY, INTELLIGENTLY, AND VOLUNTARILY ELECTED NOT TO DO SO I HAVE NOT

RECEIVED, AND I AM NOT RELYING ON, ANY REPRESENTATION OR PROMISE BY OMEGA OR ANY PERSON ACTING ON OMEGA'S BEHALF ARISING OUT OF OR RELATED TO THIS GUARANTY, OTHER THAN THOSE THAT ARE EXPRESSLY SET FORTH IN THIS GUARANTY

I, AS GUARANTOR, ACKNOWLEDGE, AGREE, AND REITERATE THAT, AS SET FORTH IN SECTION 13 OF THIS GUARANTY, THE GUARANTIES I AM GIVING UNDER THIS GUARANTY (I) ARE FULL, COMPLETE, CONTINUING, ABSOLUTE, UNCONDITIONAL, PRIMARY, AND UNLIMITED IN AMOUNT, AND (II) SPECIFICALLY INCLUDE AMOUNTS OWED TO OMEGA PRIOR TO THE DATE I MADE THIS GUARANTY, AS WELL AS AMOUNTS OWED TO OMEGA AFTER THE DATE I MADE THIS GUARANTY

I, AS GUARANTOR, ACKNOWLEDGE AND AGREE THAT I AM SIGNING THIS GUARANTY OF MY OWN FREE WILL AND VOLITION AND WITHOUT ANY DURESS OR COERCION

IN WITNESS WHEREOF, intending to be legally bound by this Guaranty, I have duly executed and delivered this Guaranty as of the date set forth beneath my signature

_____	_____
Guarantor	Guarantor
_____	_____
Print Name	Print Name
Date _____, 20____	Date _____, 20____
Address	Address
_____	_____
_____	_____
_____	_____
_____	_____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[NAME OF GUARANTOR]

By _____

Title

Date _____, 20____

Address

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[NAME OF GUARANTOR]

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[NAME OF GUARANTOR]

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HOLDERS OF LEGAL OR BENEFICIAL INTEREST IN FRANCHISEE; OFFICERS; DIRECTORS

Holders of Legal or Beneficial Interest

_____	_____
Full Name	Full Name
Street Address	Street Address
_____	_____
_____	_____
_____	_____
_____	_____
Pct of Equity Owned or Held _____%	Pct of Equity Owned or Held _____%
_____	_____
Full Name	Full Name
Street Address	Street Address
_____	_____
_____	_____
_____	_____
_____	_____
Pct of Equity Owned or Held _____%	Pct of Equity Owned or Held _____%
_____	_____
Full Name	Full Name
Street Address	Street Address
_____	_____
_____	_____
_____	_____
_____	_____
Pct of Equity Owned or Held _____%	Pct of Equity Owned or Held _____%

Officers and Directors

Full Name	Full Name
Title	Title
Street Address	Street Address
Full Name	Full Name
Title	Title
Street Address	Street Address
Full Name	Full Name
Title	Title
Street Address	Street Address

SOFTWARE LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20___ (the "Effective Date") by and between Omega Learning Center Franchisor, LLC, a Georgia limited liability company, ("Licensor") and _____, a _____ _____ with its principal business address at _____ (the "Licensee")

RECITALS

A LICENSOR is the owner of, or has acquired rights to, certain web-based software, including the Omega Connect Business Management Software ('Omega Connect"), OutPace Curriculum Software ("OutPace"), and

B Licensor and Licensee have this day signed an Omega Learning Center Franchise Agreement, pursuant to which Licensee will operate an Omega Learning Center franchised business

C In conjunction with the Franchise Agreement, LICENSOR desires to grant to Licensee and Licensee desires to obtain from LICENSOR a non-exclusive license to use the System solely in accordance with the terms and on the conditions set forth in this Agreement

NOW, THEREFORE, the parties hereto agree as follows

1 GRANT OF RIGHTS

Licensor hereby grants to Licensee the right to use the web based System throughout the term of this Agreement and the Franchise Agreement, on the terms set forth herein At present, it is acknowledged that the web based System includes scheduling, billing, conferencing, marketing, and administrative and tutor communications, together with a remediation curriculum for kindergarten through eighth (8th) grade The System holds all students' progress and logs each tutoring session with important information to be emailed automatically to parent and teacher at the school The System also contains all proprietary and most supplemental curriculum Licensee agrees that for all parts of the franchised business addressed by the System, to use the System in performing those functions

2 COMMENCEMENT

Licensee may commence use of the System when Licensee has been authorized by Licensor to commence operations of the franchised business

3 MODIFICATIONS

Licensor may modify the System at any time, throughout the term hereof Licensee will at all times utilize the System in the manner specified by Licensor from time to time

4 LICENSE FEES AND PAYMENT

In consideration of the licensed rights granted herein, Licensee shall pay to the Licensor the sum of Six Thousand Five Hundred and Forty Dollars ($6,540 00) which is due and payable at the time the Franchise Agreement is executed

Beginning on the first day of the 13th month after the date hereof, and for each month thereafter during the term hereof, Licensee shall pay to Licensor the sum of Five Hundred Forty-Nine Dollars ($549 00) per month This shall be paid at the same time and in the same manner as the royalties due and payable pursuant to the Franchise Agreement

5 PROTECTION OF SYSTEM

Licensee agrees that the System is owned by Licensor herein, and that nothing in this Agreement, the Franchise Agreement, or otherwise, vests in Licensee any ownership or other rights in or to the System, or any software associated with the System Licensee further acknowledges that its license to the System is not exclusive, and that Licensor herein will be licensing the System to all of its franchisees Licensee agrees not to modify, reverse engineer, disassemble, or decompile the System, or any portion thereof

6 CONFIDENTIALITY

Licensee hereby acknowledges and agrees that the System and any and all related materials constitute and contain valuable proprietary products and trade secrets of LICENSOR and/or its suppliers, embodying substantial creative efforts and confidential information, ideas, and expressions Accordingly, Licensee agrees to treat (and take precautions to ensure that its employees treat) the System and related materials as confidential in accordance with the confidentiality requirements and conditions set forth below

Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information), provided, however, that neither party shall have any such obligation with respect to use of disclosure to others not parties to this Agreement of such confidential information as can be established to (a) have been known publicly, (b) have been known generally in the industry before communication by the disclosing party to the recipient, (c) have become known publicly, without fault on the part of the recipient, subsequent to disclosure by the disclosing party, (d) have been known otherwise by the recipient before communication by the disclosing party, or (e) have been received by the recipient without any obligation of confidentiality from a source (other than the disclosing party) lawfully having possession of such information

Licensee acknowledges that the unauthorized use, transfer or disclosure of the System will (i) substantially diminish the value to LICENSOR of the trade secrets and other proprietary interests that are the subject of this Agreement, (ii) render LICENSOR remedy at law for such unauthorized use, disclosure or transfer inadequate, and (iii) cause irreparable injury in a short period of time If Licensee breaches any of its obligations with respect to the use or confidentiality of the System, LICENSOR shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief Licensee's obligations under this Article 6 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason

7 WARRANTY

LICENSOR represents and warrants to Licensee that the System, when properly used by Licensee, will perform substantially as described by Licensor Any obligations of Licensor with respect to such warranties shall be contingent on Licensee's use of the System in accordance with this Agreement and in accordance with LICENSOR instructions as provided by LICENSOR, as such instructions may be amended, supplemented, or modified by LICENSOR from time to time LICENSOR shall have no warranty obligations with respect to any failures of the System which are the result of accident, abuse, misapplication,

extreme power surge or extreme electromagnetic field LICENSOR entire liability and Licensee's exclusive remedy shall be, at LICENSOR option, either (a) return of the price paid or (b) repair or replacement of the System, provided LICENSOR receives written notice from Licensee of the problem

THE WARRANTIES STATED ABOVE ARE THE SOLE AND THE EXCLUSIVE WARRANTIES OFFERED BY LICENSOR THERE ARE NO OTHER WARRANTIES RESPECTING THE SYSTEM OR SERVICES PROVIDED HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF LICENSOR HAS BEEN INFORMED OF SUCH PURPOSE NO AGENT OF LICENSOR IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF LICENSOR AS SET FORTH HEREIN

LICENSEE ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH LICENSOR IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY LICENSOR OF THE RISK OF LICENSEE'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH LICENSEE'S USE OF THE SYSTEM ACCORDINGLY, LICENSEE AGREES THAT LICENSOR SHALL NOT BE RESPONSIBLE TO LICENSEE FOR ANY LOSS-OF-PROFIT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE LICENSING OR USE OF THE SYSTEM

Any provision herein to the contrary notwithstanding, the maximum liability of LICENSOR to any person, firm or corporation whatsoever arising out of or in the connection with any license, use or other employment of any System delivered to Licensee hereunder, whether such liability arises from any claim based on breach or repudiation of contract, warranty, tort or otherwise, shall in no case exceed the actual price paid to LICENSOR by Licensee for the System whose license, use, or other employment gives rise to the liability The essential purpose of this provision is to limit the potential liability of LICENSOR arising out of this Agreement The parties acknowledge that the limitations set forth in this Article 7 are integral to the amount of consideration paid in connection with the license of the System and any services rendered hereunder and that, were LICENSOR to assume any further liability other than as set forth herein, such consideration would of necessity be set substantially higher

Licensee acknowledges and agrees that (i) the System may be unavailable for use from time to time, for periodic updating, maintenance, and otherwise (collectively, the Downtime"), (ii) Licensee will have no right to compensation, including without limitation refunds or setoff, as a result of such Downtime, and (iii) LICENSOR shall have no liability arising out of or related to such Downtime

8 INDEMNIFICATION

Licensee shall indemnify and hold harmless LICENSOR, its, officers, agents and employees from and against any claims, demands, or causes of action whatsoever, including, without limitation, those arising on account of Licensee's use, modification or enhancement of the System or otherwise caused by, or arising out of, or resulting from, the exercise or practice of the license granted hereunder by Licensee, its sublicensees, if any, its subsidiaries or their officers, employees, agents or representatives

9 DEFAULT AND TERMINATION

This Agreement may be terminated by the non-defaulting party if any of the following events of default occur (1) if a party fails to perform or comply with this Agreement or any provision hereof, (2) if either party fails to strictly comply with the provisions of Section 6 (Confidentiality) or makes an assignment in violation of Section 11 (Non-assignability), (3) if a party becomes insolvent or admits in writing its inability

to pay its debts as they mature, or makes an assignment for the benefit of creditors, (4) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by a party, (5) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days, or (6) if the Franchise Agreement between the parties hereto is terminated or expires, for whatever reason

Termination due to a breach hereof shall be effective ten (10) days after notice of breach to the defaulting party if the defaults have not been cured within such ten (10) day period In all other cases, termination shall be effective upon receipt of notice Licensee shall cease and desist all use of the System and shall return to LICENSOR any software or other materials relating in any way to the System, within five days after termination, retaining no copies

10 NOTICES

All notices, authorizations, and requests in connection with this Agreement shall be deemed given (i) five days after being deposited in the U S mail, postage prepaid, certified or registered, return receipt requested, or (ii) one day after being sent by overnight courier, charges prepaid, and addressed as first set forth above or to such other address as the party to receive the notice or request so designates by written notice to the other

11 NONASSIGNABILITY

Licensee shall not assign this Agreement or its rights hereunder without the prior written consent of LICENSOR, all in accordance with the terms and provisions of the Franchise Agreement, and only in conjunction with a transfer of the Franchise Agreement approved by Licensor in accordance with the terms of that Agreement

12 GOVERNING LAW, JURISDICTION AND VENUE

The laws of the State of Georgia shall govern the validity, interpretation, construction and performance of this Agreement The state courts of Cobb County, Georgia (or, if there is exclusive federal jurisdiction, the United States District Court for the Northern District of Georgia, Atlanta Division) shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement, and Licensee hereby consents to the jurisdiction of such courts

13 SEVERABILITY

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect

14 MISCELLANEOUS

This Agreement and its exhibits contain the entire understanding and agreement between the parties respecting the subject matter hereof, except to the extent that the Franchise Agreement may govern the business relationship of the parties hereto This Agreement may not be supplemented, modified, amended, released or discharged except by an instrument in writing signed by each party's duly authorized representative All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions Any waiver by either party of any

default or breach hereunder shall not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first set forth above

LICENSOR	**LICENSEE**
OMEGA LEARNING CENTER FRANCHISOR, LLC	
By _____	By _____
Kimberly Smith	
Title Chief Executive Officer	Title

ADDENDUM TO FRANCHISE AGREEMENT

FOR THE STATE OF CALIFORNIA

This Addendum to the Franchise Agreement is agreed to this _____ day of _____, 20____, by and between Omega Learning Center Franchisor, LLC and _____ to amend and revise said Franchise Agreement as follows

1 New Section 17 6 is inserted into the Franchise Agreement and states as follows

If termination is the result of Franchisee's default, Franchisee will pay to Franchisor a lump sum payment (as liquidated damages for causing the premature termination of this Agreement and not as a penalty) equal to the total of all Royalty Fee payments for (a) the twenty-four (24) calendar months of operation of Franchisee preceding Franchisee's default, (b) the period of time Franchisee has been in operation preceding the notice, if less than twenty-four (24) calendar months, projected on a twenty-four (24) calendar month basis, or (c) any shorter period as equals the unexpired term at the time of termination The parties agree that a precise calculation of the full extent of the damages that Franchisor will incur on termination of this Agreement as a result of Franchisee's default is difficult and the parties desire certainty in this matter and agree that the lump sum payment provided under this Section is reasonable in light of the damages for premature termination that Franchisor will incur This payment is not exclusive of any other remedies that Franchisor may have including attorneys' fees and costs

2 In recognition of the requirements of the California Franchise Investment Law, Cal Corp Code §§31000-3516 and the California Franchise Relations Act, Cal Bus And Prof Code §§20000-20043, the Franchise Agreement for Omega Learning Center Franchisor, LLC is amended as follows

The California Franchise Relations Act provides rights to Franchisee concerning termination or non-renewal of the Franchise Agreement, which may supersede provisions in the Franchise Agreement, specifically Sections 4 2 and 0

Section 16 2 1 12, which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U S C Section 101, *et seq*)

Section 17 2 contains a covenant not to compete that extends beyond the expiration or termination of the Agreement, this covenant may not be enforceable under California Law

The Franchise Agreement requires litigation to be conducted in a court located outside of the State of California This provision might not be enforceable for any cause of action arising under California law

The Franchise Agreement requires application of the laws of a state other than California This provision might not be enforceable under California law

Paragraph 1 of this Addendum contains a liquidated damages clause Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable

Section 23 7 requires binding arbitration The arbitration will occur at the forum indicated in Section 23 7, with the costs being borne by the non-prevailing party Prospective franchisees are encouraged to consult legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040 5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside of the State of California

3 To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms

FRANCHISOR	**FRANCHISEE**
OMEGA LEARNING CENTER FRANCHISOR, LLC	
By _____	By _____
Kimberly Smith	
Title Chief Executive Officer	Title _____

FOR THE STATE OF CONNECTICUT

This Addendum to the Franchise Agreement is agreed to this _____ day of _____, 20____, by and between Omega Learning Center Franchisor, LLC and _____ to amend and revise said Franchise Agreement as follows

1 The "Training and Assistance" Section is amended by the addition of the following language to the original language that appears therein

"The required training shall commence no more than sixty (60) days after execution of this Agreement '

2 The "Confidential Operations Manual" Section is amended by the addition of the following language to the original language that appears therein

"Franchisor shall provide the Confidential Operating Manual to the Franchisee no later than thirty (30) days after execution of this Agreement "

3 Each provision of this Addendum is effective only to the extent that the jurisdictional requirements of the Connecticut Law applicable to the provisions are met independent of this Addendum To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms

FRANCHISOR	**FRANCHISEE**
OMEGA LEARNING CENTER FRANCHISOR, LLC	
By _____	By _____
Kimberly Smith	
Title Chief Executive Officer	Title _____

FOR THE STATE OF HAWAII

This Addendum to the Franchise Agreement is agreed to this _____ day of _____, 20____, by and between Omega Learning Center Franchisor, LLC and _____ to amend and revise said Franchise Agreement as follows

1 In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Revised Statutes, Title 26, Chapter 482E *et seq*, the Franchise Agreement for Omega Learning Center Franchisor, LLC is amended as follows

The Hawaii Franchise Investment Law provides rights to Franchisee concerning non-renewal, termination and transfer of the Franchise Agreement If the Agreement, and more specifically Sections 4 2, 0 and 18 2 contain a provision that is inconsistent with the Hawaii Franchise Investment Law, the Hawaii Franchise Investment Law will control

Sections 4 2 9, 18 2 3 and 18 2 6 require Franchisee to sign a general release as a condition of renewal or transfer of the Franchise and Sections 5 2, 5 5 and 8 3 require Franchisee to sign a general release as a condition to receiving a refund of a portion of the Franchise Fee following a termination of the Franchise, such release shall exclude claims arising under the Hawaii Franchise Investment Law

Section 16 2 1 12, which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U S C Section 101, *et seq*)

2 Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently of this Addendum To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern

IN WITNESS WHEREOF each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms

FRANCHISOR	**FRANCHISEE**
OMEGA LEARNING CENTER FRANCHISOR, LLC	
By _____	By _____
Kimberly Smith	
Title Chief Executive Officer	Title _____

FOR THE STATE OF ILLINOIS

This Addendum to the Franchise Agreement is agreed to this _____ day of _____, 20____, by and between Omega Learning Center Franchisor, LLC and _____ to amend and revise said Franchise Agreement as follows

1 In recognition of the requirements of the Illinois Franchise Disclosure Act, 815 ILCS 705, the Franchise Agreement for Omega Learning Center Franchisor, LLC is amended as follows

Sections 4 2, 5 2, 5 5, 8 3 and 18 2 are amended to add

No general release shall be required as a condition of renewal or transfer or as a condition to receiving a refund of a portion of the Franchise Fee following a termination of the Franchise that is intended to require Franchisee to waive compliance with the Illinois Franchise Disclosure Act, 815 ILCS 705

Section 3 1 is amended to provide that the payment of the Initial Franchise Fee and Initial Software License Fee are not payable by the Franchisee until such time as the Franchisor has completed its pre-opening obligations to Franchisee and the Franchisee is open for business This deferral requirement has been imposed by the Illinois Attorney General's Office based on the Franchisor's financial condition

Sections 4 and 16 are amended to add

The conditions under which the Franchise Agreement can be terminated and Franchisee's rights upon termination or non-renewal, as well as the application by which Franchisee must bring any claims, may be governed by the Illinois Franchise Disclosure Act, 815 ILCS 705/19 and 705/20

Sections 23 1 and 23 2 are amended to provide "Notwithstanding anything contained in Sections 23 1 and 23 2, Illinois law will govern the Franchise Agreement, and jurisdiction and venue of any litigation under the Franchise Agreement shall be in Illinois, subject to the arbitration provisions of the Franchise Agreement

Section 23 4 is amended to add

No action for liability under the Illinois Franchise Disclosure Act shall be maintained unless brought before the expiration of three (3) years after the act or transaction constituting the violation upon which it is based, the expiration of one (1) year after Franchisee becomes aware of facts or circumstances reasonably indicating that the Franchisee may have a claim for relief in respect to conduct governed by the Act, or ninety (90) days after delivery to Franchisee of a written notice disclosing the violation, whichever shall first expire

Section 23 6 is deleted in its entirety

2 Any condition, stipulation, or provision purporting to bind any person acquiring any Franchise to waive compliance with any provision of this Act or any other law of this State is void This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code

3 Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently of this Addendum To the

extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms

FRANCHISOR	**FRANCHISEE**
OMEGA LEARNING CENTER FRANCHISOR, LLC	
By _____	By _____
Kimberly Smith	
Title Chief Executive Officer	Title _____

FOR THE STATE OF INDIANA

This Addendum to the Franchise Agreement is agreed to this _____ day of _____, 20___, by and between Omega Learning Center Franchisor, LLC and _____ to amend and revise said Franchise Agreement as follows

1 In recognition of the requirements of the Indiana Deceptive Franchise Practices Law, IC 23-2 2 7 and the Indiana Franchise Disclosure Law, IC 23-2-2-2 5, the Franchise Agreement for Omega Learning Center Franchisor, LLC is amended as follows

Sections 4 2 9, 5 2, 5 5, 8 3, 18 2 3 and 18 2 6 do not provide for a prospective general release of claims against Franchisor that may be subject to the Indiana Deceptive Franchise Practices Law or the Indiana Franchise Disclosure Law

Section 16 is amended to prohibit unlawful unilateral termination of a Franchise unless there is a material violation of the Franchise Agreement and termination is not in bad faith

Section 17 2 is amended subject to Indiana Code 23-2-2 7-1(9) to provide that post-term non-competitor covenants shall have a geographical limitation of the territory granted to Franchisee

Section 21 3 is amended to provide that Franchisee will not be required to indemnify Franchisor for any liability imposed upon Franchisor as a result of Franchisee's reliance upon or use of procedures or products which were required by Franchisor, if such procedures or products were utilized by Franchisee in the manner required by Franchisor

Section 23 1 is amended to provide that, in the event of a conflict of law, the Indiana Franchise Disclosure Law, IC 23-2-2 5, and the Indiana Deceptive Franchise Practices Law will prevail

Section 23 2 is amended to provide that Franchisee may commence litigation in Indiana for any cause of action under Indiana law

Section 23 7 is amended to provide that arbitration between Franchisor and Franchisee, shall be conducted at a mutually agreed upon location

2 Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Indiana Law applicable to the provisions are met independently of this Addendum To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms

FRANCHISOR	**FRANCHISEE**
OMEGA LEARNING CENTER FRANCHISOR, LLC	
By _____	By _____
Kimberly Smith	
Title Chief Executive Officer	Title _____

FOR THE STATE OF MARYLAND

This Addendum to the Franchise Agreement is agreed to this _____ day of _____, 20____, by and between Omega Learning Center Franchisor, LLC and _____ to amend and revise said Franchise Agreement as follows

1 In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md Code Ann , Bus Reg §§14-201-14-233, the Franchise Agreement for Omega Learning Center Franchisor LLC is amended as follows

Sections 4 2 9, 18 2 3 and 18 2 6 require Franchisee to sign a general release as a condition of renewal or transfer of the Franchise and Sections 5 2, 5 5 and 8 3 require Franchisee to sign a general release as a condition to receiving a refund of a portion of the Franchise Fee following a termination of the Franchise, such release shall exclude claims arising under the Maryland Franchise Registration and Disclosure Law

Section 16 2 1 12, which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U S C Section 101, *et seq*)

Section 23 1 requires that the Franchise be governed by the laws of the State of Georgia, however, in the event of a conflict of laws to the extent required by the Maryland Franchise Registration and Disclosure Law, the laws of the State of Maryland shall prevail

Sections 23 2 and 23 7 require litigation or arbitration to be conducted in the State of Georgia, the requirement shall not limit any rights Franchisee may have under the Maryland Franchise Registration and Disclosure Law to bring suit in the State of Maryland

Any Section of the Franchise Agreement requiring Franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing the Franchise 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

Section 23 4 is amended to the extent that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the Franchise

2 Any portion of the Franchise Agreement which requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts would constitute a violation of the Maryland Franchise Registration and Disclosure Law Any such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law

3 Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law applicable to the provisions are met independently of this Addendum To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms

FRANCHISOR	**FRANCHISEE**
OMEGA LEARNING CENTER FRANCHISOR, LLC	
By _____	By _____
Kimberly Smith	
Title Chief Executive Officer	Title _____

FOR THE STATE OF MINNESOTA

This Addendum to the Franchise Agreement is agreed to this _____ day of _____, 20____, by and between Omega Learning Center Franchisor, LLC and _____ to amend and revise said Franchise Agreement as follows

1 In recognition of the Minnesota Franchise Law, Minn Stat , Chapter 80C, Sections 80C 01 through 80C 22, and the Rules and Regulations promulgated pursuant thereto by the Minnesota Commission of Securities, Minnesota Rule 2860 4400, et seq , the parties to the attached Franchise Agreement agree as follows

Section16 is amended to add that with respect to Franchises governed by Minnesota Law, Franchisor will comply with the Minnesota Franchise Law that requires, except in certain specified cases, that Franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice of non-renewal of the Agreement

Sections 4 2 9, 5 2, 5 5, 8 3, 18 2 3 and 18 2 6 do not provide for a prospective general release of any claims against Franchisor that may be subject to the Minnesota Franchise Law Minn Rule 2860 4400D prohibits a franchisor from requiring a franchisee to assent to a general release

Section 0 is amended to add that as required by Minnesota Franchise Act, Omega Learning Center Franchisor, LLC will reimburse you for any costs incurred by you in the defense of your right to use the Marks, so long as you were using the Marks in the manner authorized by Omega Learning Center Franchisor, LLC, and so long as Omega Learning Center Franchisor, LLC is timely notified of the claim and is given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim

Section 23 4 is amended to state that any claim concerning the Franchised Center or this Agreement or any related agreement will be barred unless an arbitration or an action for a claim that cannot be the subject of arbitration is commenced within three (3) years from the date on which Franchisee or Franchisor knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to or the claim

Section 23 5 is deleted in its entirety

Section 23 6 is deleted in its entirety

Minn Stat §80C 21 and Minn Rule 2860 4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction

Minn Rule 2860 4400J prohibits the franchisor from requiring the franchisee from waiving any rights Section 7 2 3 is amended to delete the requirement that the franchisee consent to the granting of injunctive relief to the franchisor

2 Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Minnesota Franchise Law applicable to the provisions are met independently of this Addendum To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms

FRANCHISOR	**FRANCHISEE**
OMEGA LEARNING CENTER FRANCHISOR, LLC	
By _____	By _____
Kimberly Smith	
Title Chief Executive Officer	Title _____

FOR THE STATE OF NEW YORK

This Addendum to the Franchise Agreement is agreed to this _____ day of _____, 20____, by and between Omega Learning Center Franchisor, LLC and _____ to amend and revise said Franchise Agreement as follows

1 In recognition of the requirements of the General Business Laws of the State of New York, Article 33, §§ 680 through 695, the Franchise Agreement for Omega Learning Center Franchisor, LLC is amended as follows

Sections 4 2 9, 5 2, 5 5, 8 3, 18 2 3 and 18 2 6 require Franchisee to sign a general release as a condition of renewal, transfer, or receiving a refund of a portion of the Franchise Fee following termination of the Franchise, such release shall exclude claims arising under the General Business Laws

Under Section 18 1, Franchisor shall not transfer and assign its rights and obligations under the Franchise Agreement unless the transferee will be able to perform Franchisor's obligations under the Franchise Agreement, in Franchisor's good faith judgment, so long as it remains subject to the General Business Laws of the State of New York

Section 21 3 is amended to provide that Franchisee will not be required to indemnify Franchisor for any liability imposed upon Franchisor as a result of Franchisee's reliance upon or use of procedures or products that were required by Franchisor, if such procedures or products were utilized by Franchisee in the manner required by Franchisor

Section 23 1 requires that the Franchise be governed by the laws of the state Franchisor's principal business is then located, such a requirement will not be considered a waiver of any right conferred upon Franchisee by Article 33 of the General Business Laws

2 Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the New York Law applicable to the provisions are met independently of this Addendum To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms

FRANCHISOR

OMEGA LEARNING CENTER
FRANCHISOR, LLC

By _____
Kimberly Smith
Title Chief Executive Officer

FRANCHISEE

By _____

Title _____

FOR THE STATE OF NORTH DAKOTA

This Addendum to the Franchise Agreement is agreed to this _____ day of _____, 20____, by and between Omega Learning Center Franchisor, LLC and _____ to amend and revise said Franchise Agreement as follows

1 The North Dakota Securities Commission requires that certain provisions contained in the Agreement be amended to be consistent with North Dakota Law, including the North Dakota Franchise Investment Law, North Dakota Century Code Addendum, Chapter 51-19, Sections 51-19-01 *et seq* Such provisions in the Agreement are hereby amended as follows

Under Sections 4 2 9, 5 2, 5 5, 8 3, 18 2 3 and 18 2 6, the execution of a general release upon renewal, transfer, or as a condition of receipt of a refund of a portion of the Franchise Fee following termination, shall be inapplicable to Franchises operating under the North Dakota Franchise Investment Law to the extent that such a release excludes claims arising under the North Dakota Franchise Investment Law

Sections 17 1 5 and 17 1 6 are amended to state

If Franchisor or Franchisee is required to enforce this Agreement via judicial or arbitration proceedings, the prevailing party shall be entitled to reimbursement of its costs, including reasonable accounting and legal fees in connection with such proceeding

Section 17 2 is amended to add that covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law

Section 23 1 is amended to state that in the event of a conflict of laws, North Dakota Law shall prevail

Section 23 2 is amended to add that any action may be brought in the appropriate state or federal court in North Dakota with respect to claims under North Dakota Law

Section 23 4 is amended to state that the statute of limitations under North Dakota Law shall apply

Sections 23 5 and 23 6 are deleted in their entireties

Section 23 7 is amended to state that arbitration involving a Franchise purchased in North Dakota must be held either in a location mutually agreed upon prior to the arbitration, or if the parties cannot agree on a location, the arbitrator will determine the location

2 Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the North Dakota Law applicable to the provisions are met independently of this Addendum To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms

FRANCHISOR	**FRANCHISEE**
OMEGA LEARNING CENTER FRANCHISOR, LLC	
By _____	By _____
Kimberly Smith	
Title Chief Executive Officer	Title _____

FOR THE STATE OF RHODE ISLAND

This Addendum to the Franchise Agreement is agreed to this _____ day of _____, 20____, by and between Omega Learning Center Franchisor, LLC and _____ to amend and revise said Franchise Agreement as follows

1 In recognition of the requirements of The Rhode Island Franchise Investment Act §19-28 1-14, the Franchise Agreement for Omega Learning Center Franchisor, LLC is amended as follows

Sections 4 2 9, 5 2, 5 5 8 3, 18 2 3 and 18 2 6 require Franchisee to sign a general release as a condition of renewal, transfer, or receipt of a refund of a portion of the Franchise Fee following termination of the Franchise, such release shall exclude claims arising under The Rhode Island Franchise Investment Act

Sections 23 1, 23 2 and 23 7 are amended to state that restricting jurisdiction or venue to a forum outside the State of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under The Rhode Island Franchise Investment Act

2 Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Rhode Island Law applicable to the provisions are met independently of this Addendum To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms

FRANCHISOR	**FRANCHISEE**
OMEGA LEARNING CENTER FRANCHISOR, LLC	
By _____	By _____
Kimberly Smith	
Title Chief Executive Officer	Title _____

EXHIBIT 6 TO THE
FRANCHISE AGREEMENT

FOR THE COMMONWEALTH OF VIRGINIA

This Addendum to the Franchise Agreement is agreed to this _____ day of _____, 20____, by and between Omega Learning Center Franchisor, LLC and _____ to amend and revise said Franchise Agreement as follows

Section 16 2 1 12, which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U S C Section 101, *et seq*)

Section 16 2 1 19 of the Franchise Agreement will not be applicable to the Franchise Agreement signed by the Virginia franchisee entering into the attached agreement

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms

FRANCHISOR	**FRANCHISEE**
OMEGA LEARNING CENTER FRANCHISOR, LLC	
By _____	By _____
Kimberly Smith	
Title Chief Executive Officer	Title _____

FOR THE STATE OF WASHINGTON

This Addendum to the Franchise Agreement is agreed to this _____ day of _____, 20____, by and between Omega Learning Center Franchisor, LLC and _____ to amend and revise said Franchise Agreement as follows

1 In recognition of the requirements of the Washington Franchise Investment Protection Act, Washington Rev Code §§19 100 010 – 19 100 940, the Franchise Agreement for Omega Learning Center Franchisor, LLC is amended as follows

The Washington Franchise Investment Protection Act provides rights to Franchisee concerning non-renewal and termination of the Franchise Agreement If the Agreement contains a provision that is inconsistent with the Act, the Act shall control

Sections 4 2 9, 5 2, 5 5, 8 3, 18 2 3 and 18 2 6 require Franchisee to sign a general release as a condition of renewal, transfer, or receipt of a refund of a portion of the Franchise Fee following termination of the Franchise, such release shall exclude claims arising under the Washington Franchise Investment Protection Act

Section 23 1 requires that the Franchise be governed by the laws of the State of Georgia, such a requirement may be unenforceable in the event of a conflict with the Washington Franchise Investment Protection Act In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19 100 RCW shall prevail

Sections 23 2 and 23 7 require litigation or arbitration to be conducted in the State of Georgia, the requirement shall not limit any rights Franchisee may have under the Washington Franchise Investment Protection Act to bring suit in the State of Washington

Provisions such as those that unreasonably restrict or limit the statute of limitations period for claims under the Act, or restrict or limit rights or remedies available to a franchisee under the Act, such as a waiver of the right to a jury trial, may not be enforceable

Transfer fees are collectable to the extent that they reflect Franchisor's reasonable estimated or actual costs in effecting a transfer

2 Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Washington Law applicable to the provisions are met independently of this Addendum To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms

FRANCHISOR	**FRANCHISEE**
OMEGA LEARNING CENTER FRANCHISOR, LLC	
By _____	By _____
Kimberly Smith	
Title Chief Executive Officer	Title _____

EXHIBIT 6 TO THE
FRANCHISE AGREEMENT

FOR THE STATE OF WISCONSIN

This Addendum to the Franchise Agreement is agreed to this _____ day of _____, 20____, by and between Omega Learning Center Franchisor, LLC and _____ to amend and revise said Franchise Agreement as follows

1 The Wisconsin Fair Dealership Law Title XIV-A Ch 135, Sec 135 01-135 07 shall supersede any conflicting terms of the Franchise Agreement

2 This provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Wisconsin Fair Dealership Law applicable to the provisions are met independently of this Addendum To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms

FRANCHISOR	**FRANCHISEE**
OMEGA LEARNING CENTER FRANCHISOR, LLC	
By _____	By _____
Kimberly Smith	
Title Chief Executive Officer	Title _____

FORM OF GENERAL RELEASE

THIS GENERAL RELEASE is made and given on this ____ day of _____, 20____ by _____, ("RELEASOR") an individual/corporation/ limited liability company/partnership with a principal address of _____ _____, in consideration of

_____ the execution by Omega Learning Center Franchisor, LLC, a Georgia limited liability company ("RELEASEE"), of a successor Franchise Agreement or other renewal documents renewing the franchise (the "Franchise") granted to RELEASOR by RELEASEE pursuant to that certain Franchise Agreement (the "Franchise Agreement") between RELEASOR and RELEASEE, or

_____ RELEASEE'S consent to RELEASOR'S assignment of its rights and duties under the Franchise Agreement, or

_____ RELEASEE'S consent to RELEASOR'S assumption of rights and duties under the Franchise Agreement, or

_____ RELEASEE'S refund of fifty percent (50%) of the Franchise Fee RELEASOR paid to RELEASEE,

and other good and valuable consideration, the adequacy of which is hereby acknowledged, and accordingly RELEASOR hereby releases and discharges RELEASEE, RELEASEE'S officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), and RELEASEE'S successors and assigns, from any and all causes of action, suits, debts, damages, judgments, executions, claims and demands whatsoever, in law or in equity, that RELEASOR and RELEASOR'S heirs, executors, administrators, successors and assigns had, now have or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this RELEASE arising out of or related to the Franchise or the Franchise Agreement, including, without limitation, claims arising under federal, state and local laws, rules and ordinances

This General Release shall not be amended or modified unless such amendment or modification is in writing and is signed by RELEASOR and RELEASEE

IN WITNESS WHEREOF, RELEASOR has executed this General Release as of the date first above written

RELEASOR _____
(type/print name)

By _____

Name _____

Title _____
(or, if an individual)

Signed _____

Name printed _____

ACKNOWLEDGMENT

State of _____)
) ss
County of _____)

On this ____ day of _____, 20____ before me personally came _____, known to me to be the same person whose name is signed to the foregoing General Release, and acknowledged the execution thereof for the uses and purposes therein set forth, [and who did swear and say that he/she is the _____ (title) of _____
_____ (company name), and he/she has the authority to execute said General Release]

IN WITNESS WHEREOF, I have hereunto set my hand and official seal

_____ (NOTARIAL SEAL)
Notary Public
My Commission expires

EXHIBIT E

OMEGA LEARNING CENTER FRANCHISOR, LLC

LIST OF FRANCHISEES

EXHIBIT E

LIST OF FRANCHISEES AS OF DECEMBER 31, 2016

COLORADO

Omega Learning Center®, Castle Pines Lori Peeples
7298 Lagae Rd , Suite B
Castle Pines, Colorado 80108
303-218-5200

FLORIDA

Omega Learning Center®, West Kendall
10201 Hammocks Boulevard, Suite 136 - Eddie Torres
Miami, FL 33196
305-380-8381

Omega Learning Center ® Doral Renefred and Jean Phillippe Maingrette
7500 NW 104th Ave, Suite B-103
Doral, FL 33187
804-778-7868

GEORGIA

Omega Learning Center® Acworth
5330 Brookstone Dr , Suite 320 -Fiona and Graham Young
Acworth, GA 30101
770-792-7431

Omega Learning Center® Douglasville
2987 Chapel Hill Rd , Suite 101 -Melissa Wallis
Douglasville, GA 30135
770-942-0530

Omega Learning Center® East Cobb
3045 Gordy Parkway, Suite 102 -Mihir Chheda and Neha Shah
Marietta, GA 30066
770-973-0209

Omega Learning Center, Indian Hills
4724 Lower Roswell Rd Suite 200 - Keisha and Michael Braswell
Marietta, GA 30067
770-769-8528

Omega Learning Center® South Forsyth (No Academy)
2585 Peachtree Parkway, Suite 100 - Jeff and Rosemary Albright
Cumming, GA 30041
770-205-5586

NORTH CAROLINA

Omega Learning Center®, Lake Norman (No Academy)
9810 Gilead Rd , Suite A-103 -Steve and Ann Gilbert
Huntersville, NC 28078
704-992-9525 / Fax 704 992 9526

PENNSYLVANIA

Omega Learning Center® South Hills

521 Washington Ave
Bridgeville Borough, PA 15017 Jim Valancius
724-949-0770

SOUTH CAROLINA

Omega Learning Center® Fort Mill Brian Peckinpaugh and Susan Bell
1147 Stonecrest Boulevard, Suite 101
Tega Cay, South Carolina 29108
803-548-4386

VIRGINIA

Omega Learning Center® Chesterfield
7061B Commons Plaza -Tara Nelson
Chesterfield, VA 23832
804-778-7868

FRANCHISEES THAT HAVE LEFT THE SYSTEM

Luis Jimenez and Holly Jimenez
935 Cobblestone Ct
Alpharetta, GA 30009

Carolyn Burkes
2557 Staunton Dr
Duluth, GA 30097
(770) 813-8208

Jeff Hales and Sarah Hales
4120 Doubletree Ct
Cumming, GA 30040
(770) 889-0545

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

EXHIBIT F

OMEGA LEARNING CENTER FRANCHISOR, LLC

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EXHIBIT G

OMEGA LEARNING CENTER FRANCHISOR, LLC

FRANCHISEE DISCLOSURE QUESTIONNAIRE

STATEMENT OF PROSPECTIVE FRANCHISEES

You are preparing to enter into a franchise agreement with Omega Learning Center Franchisor, LLC ("Omega") for the operation of a franchised Omega Learning Center® The purpose of this Statement is to ensure that (i) no statements or promises were made to you that Omega has not authorized, (ii) no statements were made to you that may be untrue, inaccurate, or misleading, (iii) you have been properly represented in this transaction, and (iv) you understand that the claims you may make related to the purchase and operation of your franchise are limited

You must sign and date this Statement the same day you sign the Franchise Agreement and pay your initial franchise fee

A Representations

You must review each of the following representations carefully and provide an honest response to each **If you answer "No" to any of the representations, you must explain your answer on the "Explanations" page at the end of this Statement**

Yes ____	No ____	1	I received a copy of Omega's Franchise Disclosure Document and each exhibit and schedule to it
Yes ____	No ____	2	I personally reviewed Omega's Franchise Disclosure Document and each exhibit and schedule to it
Yes ____	No ____	3	I gave Omega a Receipt showing that I received the Franchise Disclosure Document and the date I received it
Yes ____	No ____	4	I received the Franchise Disclosure Document at least fourteen (14) days before I signed any agreement with Omega or gave Omega any consideration related to the purchase of an Omega Learning Center franchise
Yes ____	No ____	5	I received complete copies of Omega's Franchise Agreement and all other agreements Omega required me to sign, with all blanks filled in, at least seven (7) days before I signed them
Yes ____	No ____	6	I reviewed the Franchise Disclosure Document and all exhibits and schedules to it with my attorney, accountant, and other professional and business advisors
Yes ____	No ____	7	I am a skilled and experienced business professional with the level of education, knowledge, and understanding sufficient to permit me to evaluate accurately the risks of purchasing an Omega Learning Center franchise and of opening and operating an Omega Learning Center
Yes ____	No ____	8	I have evaluated accurately the risks of purchasing an Omega Learning Center franchise and of opening and operating an Omega Learning Center
Yes ____	No ____	9	I understand that the success or failure of my Omega Learning Center franchise and my Omega Learning Center will depend in large part on

(i) my skills, abilities, and efforts, (ii) the skills, abilities, and efforts of people I employ, and (iii) many factors beyond my control, like the stability of federal, state, and local governments, government policies, competition, interest rates, the economy, inflation, labor and supply costs, lease terms, and the marketplace

Yes ____ No ____ 10 I understand that Omega has the right to establish, and to grant other franchisees the right to establish, Omega Learning Centers or any other businesses using the Omega Learning Center trademarks, service marks, or other commercial symbols, the Omega Learning Center System, or any variation of the Omega Learning Center trademarks, service marks, or other commercial symbols and the Omega Learning Center System, in any location other than within my Omega Learning Center Area of Primary Responsibility, on any terms and conditions Omega deems appropriate

Yes ____ No ____ 11 I understand that Omega has the right to sell products and services identified by the Omega Learning Center trademarks, service marks, or other commercial symbols, or any other trademarks, service marks, or commercial symbols, in any location Omega deems appropriate, through any distribution channels that Omega deems appropriate, except that Omega may not do so using the Omega Learning Center Marks within my Area of Primary Responsibility

Yes ____ No ____ 12 I understand that the Franchise Agreement contains the entire agreement between Omega and my company concerning the Omega Learning Center franchise, and that any prior oral or written statements that are not set out in the Franchise Agreement are not binding or enforceable

B **Acknowledgments**

1 I hereby certify that no Omega employee, and no other person speaking on Omega's behalf, has made any representation, commitment, claim, or statement to me that is different from, or that is contrary to, any of the representations, commitments, claims, or statements contained in Omega's Franchise Agreement and Franchise Disclosure Document

Initials _____, _____, _____, _____

2 I hereby certify that no Omega employee, and no other person speaking on Omega's behalf, has (i) made any oral, written, visual, or other representation, commitment, claim, or statement, that stated or suggested any level or range of actual or potential sales, costs, income, expenses, profits, cash flow, or otherwise, or (ii) made any oral, written, visual, or other representation, commitment, claim, or statement from which any level or range of actual or potential sales, costs, income, expenses, profits, cash flow, or otherwise might be ascertained, related to an Omega Learning Center franchise, that is different from, contrary to, or not contained in, Omega's Franchise Agreement and Franchise Disclosure Document

Initials _____, _____, _____, _____

3 I acknowledge and agree that Omega does not make or endorse, nor does it allow any Omega employee or other person speaking on Omega's behalf to make or endorse, any oral, written, visual, or other representation, commitment, claim, or statement that states or suggests any level or range of actual or potential sales, costs, income, expenses, profits, cash flow, or otherwise with respect to an Omega Learning Center franchise, except as expressly set forth in Omega's Franchise Disclosure Document

Initials _____, _____, _____, _____

4 I acknowledge and agree that (i) Omega does not permit any agreements or commitments, and does not approve any changes in the Franchise Agreement, except by means of a written Amendment signed by the parties to the Franchise Agreement, and (ii) if any representations or commitments, or any promises of changes in the Franchise Agreement or otherwise, have been made to me that are not in an Amendment signed by the parties to the Franchise Agreement, such representations, commitments, and promises are not binding or enforceable

Initials _____, _____, _____, _____

C Dates

I hereby certify that the following dates are true and correct

1 The date on which I received Omega's Franchise Disclosure Document about the purchase of an Omega Learning Center franchise was

_____, 20_____

Initials _____
_____
_____
_____

2 The date on which I received copies of the Franchise Agreement and other agreements for the purchase of an Omega Learning Center franchise was

_____, 20_____

Initials _____
_____
_____
_____

3 The earliest date on which I delivered cash, check, or other consideration to Omega in connection with the purchase of an Omega Learning Center franchise was

_____, 20_____

Initials _____
_____
_____
_____

I UNDERSTAND THAT MY ANSWERS ARE IMPORTANT TO OMEGA AND THAT OMEGA WILL RELY ON THEM BY SIGNING THIS STATEMENT, I AM REPRESENTING AND AGREEING THAT I HAVE CONSIDERED EACH REPRESENTATION, ACKNOWLEDGMENT,

AND DATE CAREFULLY AND HAVE RESPONDED TRUTHFULLY TO EACH AND EVERY ITEM IN THIS STATEMENT

I understand and agree to all of the foregoing and certify that all of the responses in this Statement are true, correct, and complete

Date _____, 20_____ _____
Prospective Franchisee

Date _____, 20_____ _____
Prospective Franchisee

Date _____, 20_____ _____
Prospective Franchisee

Date _____, 20_____ _____
Prospective Franchisee

EXPLANATIONS

If you answered "No" to any of the representations in Section A of the Statement of Prospective Franchisees, you must explain your answer on this page You may use additional pages if necessary

EXHIBIT H

OMEGA LEARNING CENTER FRANCHISOR, LLC

DISCLOSURE DOCUMENT RECEIPTS

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language Read this Disclosure Document and all agreements carefully

If Omega Learning Center Franchisor, LLC offers you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with us, or make a payment to us or an affiliate in connection with the proposed franchise sale Under Illinois, Iowa, Maine, Nebraska, Oklahoma, Rhode Island or South Dakota law, if applicable, we must provide this disclosure document to you at your 1st personal meeting to discuss the franchise New York requires that you receive this 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 Omega Learning Center Franchisor, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D C 20580 and the applicable state agency listed on Exhibit B to this Disclosure Document

The names, principal business addresses, and telephone numbers of each franchise seller offering the franchise are (i) Kathy Keeton, (ii) Kimberly Smith, and (iii) Christine Vaupel, whose address is Palladian Office Park, 5150 Stilesboro Rd , Building 400, Suite 410, Kennesaw, Georgia 30152, and whose telephone number is (770) 792-7431

The date of issuance of this Disclosure Document is March 29, 2017 In some states, the effective date of the franchise offering is later than the issue date *See* Attachment 1 to this Disclosure Document

We authorize the respective agents identified on Exhibit B to receive service of process for us in the particular state

I have received a Franchise Disclosure Document dated March 29, 2017 This Disclosure Document included an Attachment showing state-specific effective dates and the following exhibits

A	State Regulation and Requirements Addendum
B	State Administrators and Agents Authorized to Receive Service of Process
C	Franchise Agreement
D	Financial Statements
E	List of Franchisees
F	Operations Manual Table of Contents
G	Franchisee Disclosure Questionnaire
H	Disclosure Document Receipts

_____, 20_____
Date

_____
Signature of Prospective Franchisee

_____
Print Name

_____, 20_____
Date

_____
Signature of Prospective Franchisee

_____
Print Name

YOUR COPY
Please Sign, Date, and Retain 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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Date

_____
Signature of Prospective Franchisee

_____
Print Name

_____, 20_____
Date

_____
Signature of Prospective Franchisee

_____
Print Name

OUR COPY
Please Sign, Date, and Return to
Omega Learning Center Franchisor, LLC
Palladian Office Park, 5150 Stilesboro Rd
Building 400, Suite 410
Kennesaw, Georgia 30152
Phone (770) 422-3510
Fax (404) 393-7161
Email kimberlysmith@omegalearning com