

FRANCHISE DISCLOSURE DOCUMENT



Sylvan LEARNING, LLC
a Delaware limited liability company
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Sylvan Learning: The franchisee will operate a Sylvan-branded learning center with a system designed for specialized assessment and teaching of individualized educational programs for children in the principal areas of reading, mathematics, writing and test preparation.

SylvanSync: The franchisee will operate a portable SylvanSync- and Sylvan-branded learning environment individualized for children, using proprietary SylvanSync computer systems and the Internet, alongside the Sylvan Learning Center business. In addition, the franchisee may carry the SylvanSync system outside of the Sylvan Learning Center to provide services at one or more additional approved short-term or permanent locations in the protected territory granted by Sylvan. The principal areas of instruction are reading, mathematics and writing.

The total investment necessary to begin operation of a Sylvan and SylvanSync business is \$98,087 - \$199,582. This includes \$36,462 - \$48,342 that must be paid to us or an affiliate.

This Disclosure Document summarizes certain provisions of your franchise agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Note, however, that no governmental agency has verified the information contained in this document.

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Sylvan Learning, LLC, 4 North Park Drive, Hunt Valley, Maryland 21030, (410) 843-8000, and ask for the Legal Department.

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

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "[A Consumer's Guide to Buying a Franchise](#)," which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission ("FTC"). 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.

The issuance date of this Franchise Disclosure Document is March 30, 2023.

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by arbitration and/or litigation only in Maryland. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in Maryland than in your own state.
2. **Mandatory Minimum Payment.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

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

ADDENDUM TO Sylvan LEARNING, LLC DISCLOSURE DOCUMENT
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 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 licensor 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 thirty (30) days, to cure such failure.
- (d) A provision that permits a licensor 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 licensor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchised business are not subject to compensation. This subsection applies only if:
 - (i) the term of the franchise is less than five (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 six (6) months advance notice of licensor's intent not to renew the franchise.
- (e) A provision that permits the licensor 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 licensor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a licensor 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 licensor's then current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of the licensor or sublicensor.
 - (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 licensor 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 licensor items that are not uniquely identified with the licensor. This subdivision does not prohibit a provision that grants to a licensor 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 licensor 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 licensor 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.

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

To simplify the language of this Disclosure Document, “Sylvan,” “us” or “we” means Sylvan Learning, LLC, the franchisor. “You” means the person, corporation, partnership, or other entity who buys the franchise. We use “corporation” to refer to any of a corporation, partnership or limited liability company, and “shareholder” to refer to any of a shareholder, partner, or member. We call our franchise agreement the “License Agreement” and we call our franchisees “licensees.” We use both the “franchisee” and “licensee” terms throughout this Disclosure Document. Our Sylvan Learning License Agreement for the Sylvan System and the SylvanSync System is Exhibit A to this Disclosure Document.

This Disclosure Document describes the offer of franchises to operate using Sylvan’s proprietary Sylvan System and SylvanSync System at Sylvan Learning Centers (each a “Center” and collectively the “Centers”) and other approved locations. The SylvanSync System and Sylvan System are separate licenses (which are licensed under the same agreement) and systems, but products and services of both are offered alongside each other from the Centers and other approved locations. These terms and concepts are further described later in this Disclosure Document.

The Franchisor, Our Parents and Our Affiliates

Sylvan is a Delaware limited liability company converted from Sylvan Learning, Inc. on June 18, 2015, and does business as Sylvan Learning Centers, Sylvan Learning and Sylvan. Our principal business address is 4 North Park Drive, Hunt Valley, Maryland 21030. In December 2023, our principal business address will change to a location to be determined in Towson, Maryland.

We are a wholly owned indirect subsidiary of Educate, Inc. (“Educate”), a Delaware corporation formed on March 3, 2003, which was formerly named “Sylvan K-12 Operating Company.”

We are affiliated with other wholly owned indirect subsidiaries of Educate, among them Educate Corporate Centers Holdings, LLC (“ECCH”), Learning System of the Future, LLC (“LSF”) and Learning Partnerships, LLC (“LP”). ECCH has operated company-owned Sylvan Learning Centers since its inception on May 7, 2007. LSF has invested in and is developing the Learning System of the Future platform (the “LSF Platform”) used in the SylvanSync System. LSF licenses the LSF Platform to Sylvan, which in turn licenses the SylvanSync System to franchisees. LP has invested in and is developing the Sylvan EDGE Packages (the “EDGE Packages”) used in delivering Sylvan EDGE robotics, computer programming, engineering and mathematics learning programs and other licensed intellectual property. LP licenses the EDGE Packages to Sylvan, which in turn licenses the EDGE Packages to franchisees.

We are also affiliated with Sylvan In-Home, LLC (“SIH”), which was formed in Delaware on November 6, 2017 for the purpose of exploring in-home tutoring program options and establishing an online marketplace (the “Marketplace Platform”) to enable parents to seek tutors in a designated geographic area specializing in fields of study where their students may need additional assistance. SIH has never operated a Center, and it has never offered franchises in any line of business. Additional information regarding SIH is provided below.

The principal business address of each of the entities above is 4 North Park Drive, Hunt Valley, Maryland 21030.

In addition, on September 27, 2021, Educate was acquired by Franchise Group Newco SL, LLC (“FG Newco”), a Delaware limited liability company. Educate is now a wholly-owned subsidiary of FG Newco, and FG Newco is now our parent. The principal business address of FG Newco is 1716 Corporate Landing Parkway, Virginia Beach, Virginia 23454. FG Newco has never operated a Center and has never offered franchises in any line of business.

FG Newco is a wholly owned subsidiary of Franchise Group, Inc. (“FRG”), a Delaware corporation. The principal business address of FRG is 1716 Corporate Landing Parkway, Virginia Beach, Virginia 23454.

FRG has never operated a Center and has never offered franchises in any line of business. The other franchise brands that are owned by FRG, and which are our affiliates, are as follows:

Our affiliate, American Freight Franchisor, LLC ("AF"), a Delaware limited liability company, is an indirect subsidiary of FRG that offers franchises for specialty retail businesses engaged in selling furniture, appliances, and mattresses under the trade name "AMERICAN FREIGHT," and other trademarks, service marks, trade names and commercial symbols. AF does not operate any Centers and has not offered franchises in any other line of business. However, an affiliate, American Freight, LLC, a Delaware limited liability company ("AF LLC") owns and operates company-owned American Freight retail businesses. AF's and AF LLC's principal business address is 109 Innovation Court, Suite J, Delaware, Ohio 43015. As of December 31, 2022, there were 255 company-owned American Freight retail businesses and 5 American Freight retail businesses operating under franchise agreements. AF has been offering franchises for AMERICAN FREIGHT businesses since 2020, but AMERICAN FREIGHT businesses have been in operation since 1994.

Our affiliate, Buddy's Franchising and Licensing, LLC ("Buddy's"), a Florida limited liability company, is an indirect subsidiary of FRG that offers franchises for specialty retail businesses engaged in rent-to-own leasing (also referred to as "lease purchase") and selling consumer electronics, residential furniture, appliances, and household accessories that operate under the trade name "BUDDY'S HOME FURNISHINGS," and other trademarks, service marks, trade names and commercial symbols. Buddy's does not operate Centers and has not offered franchises or operated business in any other line of business. However, Buddy's parent company, Buddy's Newco, LLC, a Delaware limited liability company ("Buddy's Newco") owns and operates company-owned Buddy's retail businesses. Buddy's and Buddy's Newco's principal business address is 4705 S. Apopka Vineland Road, Suite 206, Orlando, Florida 32819. As of December 31, 2022, there were 36 company-owned Buddy's retail businesses and 302 Buddy's retail businesses operating under franchise agreements. Buddy's has been offering franchises for Buddy's businesses since January 2010.

Our affiliate, PSP Franchising, LLC ("PSP"), a Delaware limited liability company, is an indirect subsidiary of FRG that offers franchises for retail pet food and supply stores operating under the trade name "PET SUPPLIES PLUS" and other trademarks, service marks, trade names and commercial symbols. PSP's principal place of business is 17197 N. Laurel Park Drive, Suite 402, Livonia, MI 48152. As of December 31, 2022, there were 232 company-owned Pet Supplies Plus retail businesses and 429 Pet Supplies retail businesses operating under franchise agreements. PSP or its predecessor has been offering franchises for Pet Supplies Plus businesses since 1991. PSP does not operate any Centers and has not offered franchises in any other line of business.

Our affiliate, Vitamin Shoppe Franchising, LLC ("Vitamin Shoppe"), a Delaware limited liability company, is an indirect subsidiary of FRG that is a franchisor and an omni-channel specialty retailer and wellness lifestyle brand, offering nutritional products, vitamins and supplements, natural beauty, and skin care products, as well as select foods, snacks and drinks that operate under the trade name "VITAMIN SHOPPE" and other trademarks, service marks, trade names and commercial symbols. Vitamin Shoppe's principal place of business is 300 Harmon Meadow Boulevard, Secaucus, New Jersey 07094. As of December 31, 2022, Vitamin Shoppe had 702 company-owned stores in operation, and 2 stores operating under franchise agreements. It has never operated Centers or offered franchises in any other lines of business.

Our affiliate, W.S. Badcock Corporation ("Badcock"), a Florida corporation, is an indirect subsidiary of FRG that is a specialty retailer of furniture, appliances, bedding, electronics, home office equipment, accessories and seasonal items in a showroom format that operates under the trade name "BADCOCK HOME FURNITURE & MORE" and other trademarks, service marks, trade names and commercial symbols. Badcock's principal place of business is 200 North Phosphate Boulevard, Mulberry, Florida 33860. As of December 31, 2022, Badcock had 64 company-owned stores in operation and 318 dealer-owned locations. Badcock has never offered franchises in any lines of business.

Our affiliate, WNW Franchising, LLC ("WNW"), a Delaware limited liability company, offers franchises for small format specialty retail businesses that provide self-service pet bathing, professional pet grooming and

retail sale of select pet supplies, pet accessories, pet bakery items and pet food under the trade name “Wag N’ Wash”. As of December 31, 2022, there were no company-owned stores in operation and 14 franchised stores in operation. WNW’s principal business address is 17197 N. Laurel Park Drive, Suite 402, Livonia, Michigan 48152. WNW does not offer franchises in any line of business other than as listed above.

Our agents for service of process are disclosed in Exhibit N.

The Sylvan System: Franchise History

Sylvan began offering Sylvan franchises in June 2003 as Sylvan Learning, Inc. Sylvan’s predecessors operated or offered licenses under the Sylvan System from February 1979 to June 2003, as follows: Sylvan Learning Corporation, an Oregon corporation (February 1979 until March 1984), which merged into Sylvan Learning Corporation, a Washington corporation (March 1984 until May 1985), which merged into Sylvan Learning Corporation, a Delaware corporation (May 1985 to February 1991), which entered into a general partnership with KEE Incorporated to form Sylvan KEE Systems (February 1991 to January 1993). KEE Incorporated acquired Sylvan KEE Systems in January 1993 after the partnership dissolved, and changed its name to Sylvan KEE Systems, Inc. On September 2, 1993, Sylvan KEE Systems, Inc. changed its name to the more descriptive Sylvan Learning Systems, Inc. We acquired substantially all of our assets from Sylvan Learning Systems, Inc., which later changed its name and line of business, on June 30, 2003. From June 30, 2003 to June 18, 2015, we were a Delaware corporation known as Sylvan Learning, Inc. On June 18, 2015, we converted our entity from a Delaware corporation to a Delaware limited liability company, and accordingly changed our name from Sylvan Learning, Inc. to Sylvan Learning, LLC.

The Sylvan System and SylvanSync System Franchise Program

The Sylvan System and SylvanSync System franchise opportunity is comprised of two separate licenses that Sylvan currently offers together in a joint License Agreement for convenience:

- (1) a license to use certain of Sylvan’s proprietary programs, systems, teaching and management techniques, individualized diagnostic tests, and academic and prescriptive educational courses or programs which are designed to be personally taught, supervised or administered by trained instructors (the “Sylvan System”) and to be delivered in Sylvan-branded learning centers (“Sylvan Learning Centers” or “Centers”) under the Sylvan brand name; and
- (2) a license to use certain of Sylvan’s owned and licensed proprietary technology, digital assets, systems, business methods, techniques and methodologies that are designed to be used in connection with portable proprietary computer systems and the Internet to provide a digital learning environment incorporating assessment results, instruction, and the management of student educational programs (the “SylvanSync System”), to be delivered at locations within a defined geographical area.

Your right to operate a Sylvan Learning Center, use the Sylvan System and the SylvanSync System, and deliver products, services and programs to customers and students is governed by the License Agreement.

Sylvan began offering Sylvan System franchises in June 2003. In March 2012, we began offering the SylvanSync System as an optional license alongside a Sylvan Learning Center License Agreement. We first began offering the Sylvan System and the SylvanSync System jointly in one License Agreement for convenience in March 2016. Effective January 1, 2019, Sylvan updated its required operational standards and specifications to make the use of the SylvanSync System mandatory.

We refer to a franchisee’s Sylvan System and SylvanSync System business in a territory as the “Licensed Business.”

Each franchisee delivers the Sylvan System and the SylvanSync System within a primary Sylvan-branded brick-and-mortar Center in its territory. In addition, if approved by Sylvan, each franchisee may carry the

SylvanSync System, and other programs and services that Sylvan approves, outside of the Center to provide services at one or more additional approved short-term or permanent locations in its territory, such as community centers, libraries, schools, and short-term and/or small retail locations. We refer to these locations as “Satellites.” Further, franchisees may open additional Centers in their territories after their first Center (the “Primary Center”) is fully and continuously operating, subject to Sylvan’s approval.

Commencing in March of 2020, Sylvan granted franchisees the temporary right to deliver Sylvan and SylvanSync System programs to students virtually, through live, online platforms (the “Temporary Virtual License”). In January of 2022, Sylvan elected to offer franchisees the right to deliver Sylvan and SylvanSync System programs on a longer-term basis through the expiration of the term of their License Agreements, pursuant to an amendment to the License Agreement (the “Virtual License Amendment”). As of the date of this Disclosure Document, the right to deliver virtual services is set forth by the License Agreement and included within the Licensed Business; hence, it is also a part of Sylvan’s 2023 franchise offering that is described in this Disclosure Document (so there will no longer be a separate “Virtual License Amendment”).

The principal areas of instruction are reading, mathematics and writing; study skills instruction and test preparation are also available. The Sylvan System is operated, and provided to students, under the Sylvan brand name. The SylvanSync System is operated, and provided to students, under the SylvanSync and Sylvan brand names.

The Sylvan System and SylvanSync System are licensed to franchisees under our Sylvan License Agreement. A copy of our current Agreement as of the issuance date of this Disclosure Document is attached as Exhibit A.

Sylvan’s related company, Educate Corporate Centers Holdings, LLC, operates Centers and Satellites in the United States directly and as a member of subsidiary limited liability companies. This entity may operate the type of Sylvan System and SylvanSync System business offered to you.

Sylvan developed the SylvanSync System under rights Sylvan received from LSF, which is a related company, and from third parties and in cooperation with third parties. You must operate the SylvanSync System in your Licensed Business in compliance with Sylvan’s standards and specifications.

Optional Additional Product Licenses

Sylvan EDGE Program and Product License

In September 2014, Sylvan began offering licensees the option to purchase Sylvan EDGE® Packages so that they may offer Sylvan EDGE robotics, computer programming, engineering, and mathematics learning programs (the “Sylvan EDGE Program”) to students at their Centers and at other approved locations in their territories. The Sylvan EDGE Packages consist of teaching materials and guidelines; specifications for the technology needed to provide instruction in robotics, computer programming, engineering, and mathematics; a license to use certain Sylvan and third-party marks and trade dress; and other methods, techniques and knowhow related to teaching the basic principles of robotics, computer programming, engineering, and mathematics to students. Courses offered under Sylvan EDGE Program are personally taught by trained instructors and may be delivered at locations we approve in your Territory (which is further described in Item 12), such as Centers and Satellites, as well as un-branded locations, such as schools and community centers, under the Sylvan EDGE® brand name.

Licensees have the option to offer the Sylvan EDGE Program, which is not part of the Sylvan System or the SylvanSync System. If you wish to offer the Sylvan EDGE Program, you must sign the Sylvan EDGE Package License Agreement, pay the initial license fee, successfully complete the required training program, and deliver the Sylvan EDGE Program in accordance with the Sylvan EDGE Package License Agreement, a copy of which is attached to this Disclosure Document as Exhibit E.

Ace it! Program and Product License

Sylvan also offers licensees the option to offer the Ace it! Program, as defined in this paragraph, in accordance with the Ace it! Tutoring System License Agreement. The “Ace it! Program” uses certain proprietary programs, systems, teaching and management techniques to provide academic programs to students under contracts funded by third parties, such as school districts, other government entities and not-for-profit organizations, (“Third-Party Contracts”). In addition, with Sylvan’s separate approval, you may provide the Ace it! Program via retail services that you offer directly to consumers. These programs, systems, teaching and management techniques are personally taught by trained instructors and may be delivered at locations we approve in your Territory, such as Centers and Satellites, as well as in un-branded locations, such as schools and community centers, under the ACE IT! TUTORING® brand name (the “Ace it! System”).

Licensees have the option to offer the Ace it! Program, which is not a part of the Sylvan System or the SylvanSync System. If you wish to offer the Ace it! Program, you must sign the Ace it! Tutoring System License Agreement, pay the initial license fee, successfully complete the required training program, and use the Ace it! System in accordance with the Ace it! Tutoring System License Agreement, a copy of which is attached to this Disclosure Document as Exhibit F.

Sylvan offered the Ace it! Program as a separate franchise opportunity, with a separate Franchise Disclosure Document, from January 2006 until January 2016. As of the date of this Disclosure Document, Sylvan offers the Ace it! Program as an optional product license under the Ace it! Tutoring System License Agreement, and only as an add-on or adjunct tutoring service for an existing Sylvan and SylvanSync license. Sylvan does not offer the Ace it! Program as a separate franchise opportunity with a separate Franchise Disclosure Document.

Sylvan In-Home and mySylvan Marketplace+

SIH is in the process of exploring different business models and programmatic offerings. The current pilot program involves an online Marketplace Platform that enables parents to seek in-home or virtual tutors in a designated geographic area who specialize in fields of study where their students may need additional assistance. At its inception in 2017, the Marketplace Platform was referred to as the Sylvan In-Home Tutoring Marketplace; as of the issuance date of this Disclosure Document, Sylvan has changed the name of the Marketplace Platform to “mySylvan Marketplace+”. Once a parent finds a tutor that fits the needs of his or her student, the Marketplace Platform allows the tutor and parent to schedule tutoring sessions at a mutually convenient location, whether in-person or online, and facilitates online payment processing. As of the issuance date of this Disclosure Document, tutors visible to parents on the Marketplace Platform are independent contractors of SIH and they pay a fee to SIH for the ability to be featured on the Marketplace Platform. SIH tutors have the option to offer and deliver SylvanSync programs to students, though they are not required to do so. SIH reserves the right to modify elements of its business model, service terms, or terms of engagement with tutors from time to time. As of the issuance date of this Disclosure Document, SIH is advertising the Marketplace Platform in the District of Columbia Metropolitan area and surrounding Maryland suburbs; Brentwood, California; Irvine, California; Central Colorado; East Central Delaware; Dr. Phillips, Florida; Fort Myers, Florida; Lakeland, Florida; Pompano Beach, Florida; Tampa/St. Petersburg, Florida; Boise, Idaho; Metro-East Illinois; North Chicago, Illinois; Southeast Louisiana; Greater Boston, Massachusetts; Central Maryland; Central Michigan; Northern Michigan; Central Minnesota; Springfield, Missouri; Central Nebraska; Brooklyn, New York; Manhattan, New York; Queens, New York; Columbus, Ohio; Northwest Ohio; Southwest Ohio; Central Oregon; Easton-Allentown, Pennsylvania; Greater Philadelphia, Pennsylvania; Rhode Island; East Dallas, Texas; Houston, Texas; Katy, Texas; Killeen, Texas; South Central Washington State; and Milwaukee, Wisconsin. SIH intends to expand its offerings across the United States in the future, though specific areas have not yet been determined. SIH reserves the right to advertise the Marketplace Platform and allow affiliated tutors to deliver services in licensed territories. Although Sylvan is not required to allow participation by franchisees in the tutoring offerings by SIH and the Marketplace Platform, Sylvan currently allows existing franchisees to participate voluntarily in such offerings, subject to the terms and conditions of the mySylvan Marketplace+ Franchisee Participation Pilot Agreement, attached as Exhibit G to this Disclosure Document. Sylvan does not guarantee that it will

continue to allow franchisee participation in the Marketplace Platform beyond the pilot phase. Sylvan aims to roll out the Marketplace Platform across the United States, and Sylvan anticipates making certain portions of the Marketplace Platform available to all franchisees, pursuant to certain fees, training, and other requirements, as determined by SIH and Sylvan at their discretion. In particular, Sylvan contemplates enabling the customer self-service booking feature of the Marketplace Platform for franchisees who choose to opt in, and providing those franchisees access to the tutors who provide services through the Marketplace Platform. The in-home and online tutoring business which takes place through the Marketplace Platform is not currently part of a franchisee's Licensed Business.

Industry-Specific Laws and Regulations; Marketplace and Competition

Some states may have laws or regulations that permit only a state-certified teacher to perform certain activities in your Licensed Business, or that may require a license for operating a Center or a Satellite. See Exhibit P to this Disclosure Document for a general discussion of these laws and regulations. You must also operate your Licensed Business in compliance with Sylvan's standards and specifications.

The general market for the Sylvan System and SylvanSync System franchise opportunities offered to you consists primarily of parents who wish to enhance their school-age children's academic performance.

Sylvan and SylvanSync franchisees compete with other supplemental instruction programs offered to school-age children and adults, through a variety of media as well as in association with public and private schools. Your ability to compete will depend on various factors, including the geographical area of your facility, your specific site location, general economic conditions, accessibility of your facility, and your particular capabilities.

Franchisor and Affiliate Operations

Neither Sylvan nor its affiliates or predecessors have offered or offer franchises in other lines of business. Sylvan does not currently offer the Ace it! Program as a separate franchise opportunity, but did so to then-existing Sylvan franchisees from January 2006 to January 2016.

Educate Corporate Centers Holdings, LLC, Sylvan's related company, directly and as a member of subsidiary limited liability companies, operates the type of Sylvan System and SylvanSync System business that you will operate.

ITEM 2: BUSINESS EXPERIENCE

Director and Chief Executive Officer: John McAuliffe

Mr. McAuliffe became Chief Executive Officer of Sylvan in February 2016. He was Chief Financial Officer of Sylvan from January 2010 to February 2016.

Chief Marketing Officer: Amy Przywara

Ms. Przywara became Chief Marketing Officer of Sylvan in June 2015. From January 2013 to June 2015, Ms. Przywara was Sylvan's Vice President of Marketing, and from September 2009 to January 2013, she was Senior Director, Marketing at Sylvan.

Chief Franchise Operations Officer: Susan Valverde

Ms. Valverde became Chief Franchise Operations Officer at Sylvan in March 2017. From August 2016 to April 2017, Ms. Valverde was Vice President, Operations at Sylvan. Prior to that, she was a Sylvan franchisee in and around Austin, Texas for 14 years.

Chief Financial Officer: Jacob Jones

Mr. Jones became Sylvan's Chief Financial Officer in January 2022. Prior to that, Mr. Jones served as Vice President of Finance from March 2016 through December 2021; he was Sylvan's Controller from June 2014 to March 2016, and Sylvan's Assistant Controller from December 2011 to June 2014.

Vice President, Franchise Development: Jeff Stephenson

Mr. Stephenson became Sylvan's Vice President of Franchise Development in June of 2022. Prior to that, Mr. Stephenson served as Vice President of Franchise Development at Liberty Tax in Hurst, Texas from April 2021 through June 2022. He served as Vice President of Franchise Development at G6 Hospitality in Carrollton, Texas from August 2015 through February 2021.

Vice President, Operations: Leslie Poteet

Ms. Poteet joined Sylvan in 2011 after working in both company- and franchise-owned Sylvan Learning Centers since 2006. She leads the Franchise Services Team, the Onboarding Experience for New Sylvan Franchise Owners, and oversees the operation of the company-owned Centers. Prior to Sylvan, Ms. Poteet worked in sales roles for investment and software organizations.

Vice President, Education: Emily Mitchell

Ms. Mitchell became Vice President, Education at Sylvan in July 2016. From January 2014 to July 2016, Ms. Mitchell was Vice President, Curriculum at Citelighter, Inc. in Baltimore, Maryland. Prior to that, from November 2012 to January 2014, she was an Instructional Design Manager at Core Education & Technologies Limited. From January 2010 to November 2012, she was Director of Instructional Design at Six Red Marbles, located in Hunt Valley, Maryland.

General Counsel, Senior Vice President, Secretary: Kate McComiskey

Ms. McComiskey became Sylvan's Senior Vice President in January 2022. She became General Counsel and Secretary of Sylvan in October 2017, and she continues to serve in those roles. Prior to that, she was Sylvan's Staff Attorney from February 2014 to January 2016, and then Assistant General Counsel and Assistant Secretary beginning in January 2016.

The location for the current and former employers for the individuals listed above (who are directors and principal officers of Sylvan, and other individuals who will have management responsibility relating to the sale or operation of the Sylvan Franchises), is Hunt Valley, Maryland, unless otherwise noted.

ITEM 3: LITIGATION

A. Closed Matters

Ohio Learning Centers, Inc. and Janet A. Tomaskovich v. Sylvan Learning, Inc. and Sylvan Learning Centers, LLC (Case No. 1:10-CV-01932RDB, United States District Court for the District of Maryland). Plaintiff Ohio Learning Center, LLC ("OLC") was a licensee of Sylvan and operated a Sylvan Learning Center in Westlake, Ohio. Plaintiff Janet A. Tomaskovich ("Tomaskovich"), was the principal of OLC and the guarantor of its license obligations under its License Agreement with Sylvan. Sylvan issued default notices to OLC due to its failure to meet its obligations under a promissory note it issued to Sylvan Learning Centers, LLC ("SLC") and that Tomaskovich guaranteed in connection with OLC's purchase of the Westlake Sylvan Learning Center, and its failure to meet its obligations under a separate promissory note it issued to Sylvan and that Tomaskovich guaranteed. On April 16, 2010, shortly before Sylvan was to have issued a Notice of Termination terminating OLC's Sylvan License Agreement in response to the uncured Notices of Default, OLC and Tomaskovich filed a Complaint alleging, inter alia, that Sylvan and SLC fraudulently induced OLC to purchase the Westlake Sylvan Learning Center and seeking \$500,000 in damages.

Plaintiffs also filed a Motion for Temporary Restraining Order and Preliminary Injunction seeking to prevent Sylvan from terminating OLC's License Agreement. Defendants filed a counterclaim against OLC and Tomaskovich seeking payment of past due royalties and repayment of OLC's promissory notes, all of which were guaranteed by Tomaskovich. On February 14, 2011 Sylvan obtained a Preliminary Injunction prohibiting Plaintiffs from operating the Westlake Sylvan Learning Center. Plaintiffs filed an amended complaint against Defendants which included the following claims: breach of contract, intentional misrepresentation/fraud in the inducement/concealment and non-disclosure; negligent misrepresentation and non-disclosure; tortious breach of good faith; unfair competition; and defamation, false harm to reputation. On March 27, 2012, the Court granted summary judgment in favor of Sylvan on all claims against Plaintiffs except for attorneys' fees, which was reserved for future decision; but the Court did not dismiss Plaintiffs' motions. On February 19, 2013, Tomaskovich filed personal bankruptcy. On June 27, 2013, the parties settled the various litigation matters. All of OLC's and Tomaskovich's claims against Sylvan were dismissed with prejudice. Sylvan's claims against OLC and Tomaskovich were dismissed. The parties agreed to Sylvan's \$185,000 claim against Tomaskovich in Tomaskovich's bankruptcy. Sylvan made no payment to either Tomaskovich or OLC.

Sylvan Learning, Inc. v. JPC Ventures, JPH Ventures, Inc., JPP Ventures, Inc., JPR Ventures, Inc., JPS Ventures, Inc., John Weiss, and Pamela Weiss (Case No. RIC 1216318, Superior Court of the State of California, Riverside County). After the Sylvan License Agreements of JPH Ventures, Inc. JPP Ventures, Inc., JPR Ventures, Inc., and JPS Ventures, Inc. (collectively, the "JP Entities"), which were owned by John Weiss and Pamela Weiss (together, "Weiss"), and whose obligations were guaranteed by Weiss, were terminated, Sylvan filed a collections lawsuit against the JP Entities and Weiss (collectively, the "Defendants") seeking the payment by the Defendants of unpaid royalties and fees due Sylvan and the Sylvan National Advertising Fund. On June 17, 2013, the Court issued a judgment in favor of Sylvan and ordered the Defendants to pay \$582,626 in damages, fees and costs.

Sylvan Learning, Inc. v. James Ebsen, Jared Pokrzywinski, Todd Pokrzywinski, Ronda Pokrzywinski, Forks Learning Center, Inc., Alphabet, Inc. d/b/a Student Success, and GF Alphabet, Inc. d/b/a Student Success (Case No. 3:13-cv-49, United States District Court for the District of North Dakota Southeastern Division). Defendant James Ebsen ("Ebsen") owned and operated a Sylvan Learning Center in Fargo, North Dakota. Ebsen hired defendant Jared Pokrzywinski ("J. Pokrzywinski") to manage the Fargo Sylvan Learning Center. Defendant Forks Learning Center, Inc. ("Forks"), which was owned by defendants Todd Pokrzywinski and Ronda Pokrzywinski (together, the "Pokrzywinski Owners"), owned and operated a Sylvan Learning Center in Grand Forks, North Dakota. Sylvan terminated the Fargo Sylvan License Agreement about May 10, 2013. Sylvan terminated the Grand Forks Sylvan License Agreement about June 10, 2013. Alphabet, Inc., owned in part by J. Pokrzywinski, subsequently opened a learning center in Fargo under the brand name Student Success. GF Alphabet, Inc., owned in part by J. Pokrzywinski, subsequently opened a learning center in Grand Forks under the brand name Student Success. Sylvan filed a lawsuit against Ebsen, J. Pokrzywinski, the Pokrzywinski Owners, Alphabet, Inc., and GF Alphabet, Inc. (collectively, the "Defendants") claiming that the Defendants owed to Sylvan unpaid royalties and to the Sylvan National Advertising Fund advertising fees, breach of contract for failure to comply with Sylvan License Agreement provisions, negligence for failure to protect Sylvan's confidential and proprietary information and property, misappropriation of trade secrets, Federal trademark infringement, and interference with business relations. The Defendants filed a Motion for Rule 11 Sanctions. The Court denied the Rule 11 Motion. Alphabet, Inc. and GF Alphabet, Inc. closed the competing learning centers they opened during early 2014. The parties settled the case in June, 2014, with Ebsen, J. Pokrzywinski, Forks, and the Pokrzywinski owners paying \$150,000.00 to Sylvan. Sylvan made no payment to any of Ebsen, J. Pokrzywinski, Forks, and the Pokrzywinski Owners.

Sylvan Learning, Inc. v. North Carolina Learning Systems, Inc. and Diane Keasler (Case No. 13 CVS 012322, General Court of Justice Superior Court Division, Wake County, North Carolina). Sylvan filed a collection action against former franchisee North Carolina Learning Systems, Inc. ("NCLS") and its owner, Diane Keasler ("Keasler"), seeking approximately \$34,000 for unpaid royalties and NAC fees. On November 15, 2013 NCLS and Keasler filed a counterclaim against Sylvan, alleging that Sylvan breached the contract, breached the implied covenant of good faith and fair dealing, and committed unfair and deceptive trade practices. Keasler alleged damages of approximately \$5.1 million. Each party filed a

Summary Judgment Motion. On November 25, 2014, the Court (i) granted Sylvan's Motion for Summary Judgment regarding Keasler's counterclaims, (ii) granted Sylvan's Motions for Summary Judgment regarding its claims for \$39,731.90, and (iii) denied Keasler's Motion for Summary regarding its counterclaims. Sylvan then filed a Motion seeking reimbursement from Keasler for its attorneys' fees. Keasler then appealed the Court's rulings. The parties settled the case on February 6, 2015. Keasler and NCLS paid \$100,531.90 to Sylvan in connection with the settlement. Sylvan made no payment to either NCLS or Keasler.

B. Pending Matters

None.

C. Litigation Against Franchisees to Collect Royalty Payments

None.

D. Litigation Against Franchisor Affiliates

The following are matters related to affiliates that operate and franchise other brands:

In the Matter of Buddy's Newco, LLC, FTC Matter No: 191 0074. On May 11, 2020, the FTC issued its Final Decision and Order in connection with its civil investigation of Buddy's Newco, LLC, a parent of Buddy's, Aaron's, Inc. and Rent-A-Center, Inc. Buddy's Newco, LLC agreed to settle, without an admission that the antitrust laws were violated, FTC allegations that the three rent-to-own operators negotiated and executed reciprocal purchase agreements. Under the terms of the Order (to which Buddy's is also subject), the three rent-to-own operators are prohibited from entering into any reciprocal purchase agreement or inviting others to do so and from enforcing any non-compete clauses still in effect from the past reciprocal purchase agreements. The operators were also required to implement antitrust compliance programs and notify the FTC in the event of certain changes in corporate governance. In addition, the companies are prohibited from having any of their representatives serve as a board member or officer of a competitor and from allowing any competitor's representative to serve on their boards.

Other than these 5 actions, no litigation is required to be described in this Item.

ITEM 4: BANKRUPTCY

No bankruptcies are required to be disclosed in this Item.

ITEM 5: INITIAL FEES

The combined "Initial License Fee" for the Sylvan System and the SylvanSync System under the License Agreement is \$34,900 and payable in two parts, as described in the chart below. Once paid, the Initial License Fee is fully earned and non-refundable.

COMPONENT OF INITIAL LICENSE FEE	AMOUNT	DUE DATE
Application Fee	\$5,000	When you sign an Application for a Sylvan License Agreement. Our current form of Application is attached to this Disclosure Document in Exhibit Q. (Note 1) (Note 2)
Balance of Initial License Fee	\$29,900	When you sign the Sylvan License Agreement. (Note 2)

COMPONENT OF INITIAL LICENSE FEE	AMOUNT	DUE DATE
Total Initial License Fee	\$34,900	
Optional EDGE Package License Fee	\$2,000	When you sign the Sylvan EDGE Package License Agreement. (Note 3)
Optional Ace it! Tutoring System License Fee	\$2,000	When you sign the Ace it! Tutoring System License Agreement. (Note 3)
Total Bundled Initial License Fee with Discount	\$36,900	When you sign the Sylvan License Agreement concurrently with the Sylvan EDGE Package License Agreement and the Ace it! Tutoring System License Agreement. (Note 3)

NOTE 1: The Application Fee is credited toward your Initial License Fee if you receive a license. If you do not receive a license, we will refund the Application Fee to you.

NOTE 2: If we do not approve the proposed location you submit to us, we may cancel the License Agreement. We do not refund the Initial License Fee under any other circumstances.

NOTE 3: If you choose to participate in the optional Sylvan EDGE Program, you must pay an initial license fee of \$2,000 at the time you sign the Sylvan EDGE Package License Agreement. If you choose to participate in the optional Ace it! Program, you must pay an initial license fee of \$2,000 at the time you sign the Ace it! Tutoring System License Agreement. If you choose to sign the Sylvan EDGE Package License Agreement and the Ace it! Tutoring System License Agreement at the same time as you sign your Sylvan License Agreement, then Sylvan discounts the total amount of initial license fees due for the three licenses from \$38,900 to \$36,900.

NOTE 4: Sylvan may elect to charge a refundable initial training fee of up to \$1,000 in the future for franchisees who purchase a new territory. The fee would be due upon the signing of the License Agreement and would be refunded to you upon your completion of the initial training requirements, provided that you complete all such initial training requirements within the specified timeframe. Alternatively, Sylvan may elect to charge the fee only to franchisees who do not complete the initial training requirements within the specified timeframe. See Item 11 for information on training requirements.

NOTE 5: Sylvan does not currently charge any additional fee for initial training requirements as of the date of this Disclosure Document, but Sylvan may in the future elect to charge a supplemental training and administrative fee of \$10,000 for franchisees who purchase a territory through a resale transaction. Sylvan's standard training and administrative fees are generally included within the Initial License Fee, but that fee is not paid to Sylvan by a new franchisee who enters the Sylvan System through a resale transaction. The fee, if charged, would be due upon the signing of the License Agreement. Alternatively, Sylvan may elect not to charge the fee upfront, but instead only to new franchisees who do not complete the initial training requirements within the required timeframe. See Item 11 for information on training requirements.

We may offer to sell Centers we and/or our affiliates own and operate for their going concern or fair market value, and the selling price may reflect a reduced Initial License Fee. When we sell such a Center as a going concern, we may finance the sale based on the particular circumstances.

You may open additional Centers within your Territory if you pay us a fee of \$1,000 to compensate us for our expenses incurred in site review and plan approval. You must pay this sum upon our approving the new Center in writing. You are not required to pay us a fee to open additional Satellites. You may only operate in Centers and Satellites that we approve in advance in writing.

Sylvan may discount the Initial License Fee for existing franchisees seeking to expand their Sylvan Learning Center businesses by acquiring and developing additional territories. Sylvan may also discount the Initial License Fee by 10% for qualified veterans of the United States military seeking to become new franchisees. Sylvan may from time to time and at its discretion offer certain additional incentives or discounts to franchise candidates with educational experience. For example, Sylvan may offer a reduced Initial License Fee of \$12,500 to a franchisee that is, or is owned or controlled by a Qualified Educator. A “Qualified Educator” is a person with teaching and/or school administrative experience who owns or controls 50% or more of the franchisee entity.

NOTE 6: We also offer a reduced Initial License Fee if you agree to purchase multiple territories concurrently as part of a “Multi-Territory Incentive Plan.” This Multi-Territory Incentive Plan is described in the amendment to the License Agreement attached to this FDD as Exhibit L. The development schedule for the Centers that you develop pursuant to a Multi-Territory Incentive Plan must be for a maximum of thirty-six total months for all Centers included therein. The modified Initial License Fees that are offered as part of the Multi-Territory Incentive Plan are set forth below, and the Initial License Fee for each License Agreement is due upon execution of the respective License Agreement:

Sylvan License Agreement/Territory	Initial License Fee
First Territory	\$34,900
Second Territory	\$20,000
Third Territory	\$20,000
Fourth Territory	\$20,000
Fifth Territory	\$20,000
Sixth Territory	\$20,000

Unless otherwise stated, all fees listed above in this Item 5 are uniformly imposed.

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ITEM 6: OTHER FEES

TYPE OF FEE (Note 1)	AMOUNT	DUE DATE (Note 4)	REMARKS
Royalty	16% of monthly gross revenues, with a total Minimum Annual Royalty of not less than \$32,000. (Note 2) (Note 3) (Note 4)	Payable by the 15th day of each month.	A portion of the royalty may be directed by Sylvan toward Sylvan Advertising. See Item 11. For each calendar year, your monthly royalties paid to us must total at least the Minimum Annual Royalty. Non-refundable. See Item 12. (Note 3)
Additional Training	See Item 11.	See Item 11.	See Item 11. Non-refundable.
Territory Advertising Minimum for Local Advertising and Co-op Expenditures (Note 5)	8% of monthly gross revenues, capped at a maximum of \$40,000 per territory per calendar year. (Note 2) (Note 3)	Payment liability accrues monthly, up to the cap.	Paid to third-party vendors you select and/or your co-op. Local advertising expenditures are always required, and you will incur them either through advertising activities you undertake directly and/or through a local or regional advertising co-op. We can request that you contribute 100% of your required local advertising expenditure to an advertising co-op. Non-refundable.
1-800-Educate or Other Toll-Free Number	\$0.20/minute	Payable by the 25th day of each month.	Invoicing for these fees commences after 30 seconds have elapsed, and fees accrue in six-minute increments. These fees are billed on franchisees' monthly billing statement following the month that the charges are incurred. Non-refundable.
Hub Technology Platform	\$114/Center per month	Payable by the 25th day of each month.	Sylvan requires full utilization of the Hub Technology Platform in all Centers. Hub fees are included on franchisees' monthly billing statements for each Center. Non-refundable.

TYPE OF FEE (Note 1)	AMOUNT	DUE DATE (Note 4)	REMARKS
Audit (Note 6)	Cost of audit, plus late fee on deficiency. (Note 6)		This charge applies only if the audit discloses that you failed to pay 3% or more of the fees actually due to us during the period covered by the audit. Non-refundable.
Contact Center Program Fee (Note 7)	Two Payment Models: A. \$700 flat fee per month + \$10/inquiry; or B. \$350 flat fee per month + \$30/inquiry.	Payable by the 25th day of each month.	Payable for call center services that are provided in connection with Sylvan's "Contact Center Program." A portion of this fee is remitted by Sylvan to a third-party vendor, and Sylvan retains a portion of this fee for Contact Center Program services that Sylvan provides. Participating franchisees select their payment model based upon their anticipated call volume. This charge does not apply until you commence operations and utilize the Contact Center Program services. Monthly required payment will be billed by Sylvan and based upon the prior month's inquiries received. Non-refundable.
Transfer Fee (Note 8)	\$6,000, and \$3,000 in case of transfer to existing Sylvan licensee.	Before transfer.	You or the transferee must pay the transfer fee. One half of the transfer fee is due to us at the time you submit your transfer request and is not refundable. The other half is due at the time the transfer closes. There is no charge if you transfer your franchise to a corporation that you wholly control. Non-refundable, except in the event that the proposed transfer does not close, in which case the second half of the fee is abated.

TYPE OF FEE (Note 1)	AMOUNT	DUE DATE (Note 4)	REMARKS
Taxes and Income Taxes	Varies.	Upon billing.	You will be responsible for paying Sylvan for all taxes that Sylvan must pay on the amounts you pay to Sylvan, unless the tax is credited against Sylvan's payment. Taxes vary and cannot be estimated in advance.
Renewal Fee	\$6,000	Before renewal.	See Item 17. Non-refundable.
Additional Center Administrative Fee	\$1,000 for each additional Center opened in existing territory.	See Item 12.	See Item 12. Non-refundable.
Territory Expansion Fee	\$10,000 for territory expansion, plus incremental fee of \$2.00 per school-age child over 5,000.	See Item 12.	See Item 12. Non-refundable.
Territory Split Fee	\$5,000 per territory split.	See Item 12.	See Item 12. Non-refundable.
Resale Assistance Program	Up to 5% of the purchase price, and may include a \$500 fee payable upon enrollment.	Before transfer.	Voluntary program licensee may use to obtain assistance with transferring/selling its franchise. Fee is subject to change. Non-refundable.
Liquidated Damages for Breach	Average monthly royalty over preceding 36 months multiplied by 24	Upon demand by, or notice from, Sylvan	Applies to the period from breach until injunction issues for breach of Sections 3, 12.1 or 12.5 of the License Agreement; applies to lost future profits if you cease operation of the Center prior to expiration or renewal of the License Agreement; applies for two years from the date of Center closure if closure occurs prior to the expiration of the then-current term of the License Agreement. Non-refundable.

NOTE 1: Unless otherwise stated, all fees are non-refundable and are imposed by and payable to Sylvan (unless we direct you to pay another person). These fees are uniformly imposed by Sylvan.

NOTE 2: “Gross revenues” means the total gross amount of all revenues that you (or anyone else) actually receive in operating your Licensed Business or otherwise at your Center, or using Sylvan’s trademarks, including any amounts that you receive if you are in violation of the terms of the License Agreement. Gross revenues do not include sales tax or other tax receipts or documented credits or refunds you make in good faith to your customers. We may require you to pay your royalty fees by electronic funds transfer, pre-authorized auto-draft arrangement or other method we specify.

NOTE 3: Beginning in the sixth year of the initial term of your License Agreement, we may increase the Minimum Annual Royalty and the cap on Local Territory Advertising for a Cost-of-Living Adjustment based on changes in the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers: All items (1982-1984 = 100) (“Consumer Price Index”) published by the Bureau of Labor Statistics, United States Department of Labor. The base index (“Base Index”) shall be the Consumer Price Index for January 1 of the calendar year of the Effective Date. Sylvan may adjust the Minimum Annual Royalty and the cap on Local Territory Advertising amounts indicated in the table above (and other amounts, as detailed in the License Agreement) so that the adjusted flat dollar amount for a given year shall be equal to the product of (a) a fraction, the numerator of which is the Consumer Price Index for January of the year of such adjustment, and the denominator of which is the Base Index, multiplied by (b) the flat dollar amount set forth in such paragraph. No adjustment based on the CPI will be made to the percentage of gross receipts charged as monthly royalty (16%) or Territory Advertising Minimum (8%).

As further described in Item 12, if you fail to open a Primary Center by the original Required Open Date, and Sylvan extends the Required Open Date as an accommodation to you, Sylvan reserves the right to enforce the Minimum Annual Royalty requirement as if you had opened the Primary Center on time, according to the original requirement.

NOTE 4: If you do not pay a fee or expense on its due date, then you must pay a late charge of 10% of the amount due and interest at the rate of 1.5% per month, which begins to accrue as of the due date. No late fee will exceed the maximum late fee permitted by law.

NOTE 5: We may require you to spend up to 100% of your local advertising obligations through local or regional advertising cooperatives we designate. There are approximately 60 such cooperatives in the United States and Canada. Sylvan-owned Centers are required to contribute to such cooperatives on the same basis as franchised Centers, and their voting power is determined on the same basis as any other Center in the same cooperative.

NOTE 6: You are required to make monthly reports of your gross revenues and income and expenses, as well as any information we request concerning services you provide on a scholarship or reduced-fee or no-fee basis. These reports are due at the same time as your monthly royalty payments to us. We may require you to submit your monthly reports electronically. You must accurately record gross revenues in the Computer System, as defined in the License Agreement, on the day they are received, or in such other manner and frequency that we prescribe. We may inspect the premises of your Licensed Business, your books of account and other materials during reasonable times of the business day with or without notice. We will use reasonable efforts not to disrupt the operations of your Licensed Business when we conduct an inspection. We may perform this inspection remotely. If we perform this inspection remotely, you are required to make available immediately upon request all materials that you are required to maintain electronically. You are required to provide any other materials by the delivery date we designate, which shall be not less than two calendar days from our request. If there is a deficiency of 3% or more of fees you were required to pay for the relevant period, you must pay the reasonable cost of the audit. The cost of the audit includes the cost of an independent accountant and the travel expenses, room, board and compensation of the accountant and our agents involved in the conduct of the audit. The late fee applicable to the deficiency is the same as the interest rate described in Note 3.

NOTE 7: Sylvan requires that licensees participate in the Contact Center Program for the first twelve months that they operate a Center (from the date the Center opens for business until the first anniversary of that date). After such twelve-month period from Center opening has elapsed, the licensee may elect to continue participation or to terminate its Contact Center Franchisee Participation Agreement pursuant to its terms.

Franchisees that participate in the Contact Center Program select one of the two payment models described in the chart above (either low variable per inquiry cost with a higher monthly flat fee, or a lower monthly flat fee with a higher variable per inquiry cost). Payment for Contact Center Program usage is billed by Sylvan on franchisees' monthly billing statements; payment is currently due on the 25th day of each calendar month, based upon the prior calendar month's usage. Sylvan then pays the third-party vendor responsible for operating the Contact Center directly. Sylvan retains a portion of the fee paid by the franchisee for services that it performs, including having in place certain designated Sylvan staff members to train Contact Center staff, provide support to participating franchisees, and serve as a liaison with the Contact Center. Contact Center Program fees are subject to change from time to time based upon changes in the third-party vendor fees charged to Sylvan.

NOTE 8: In order to qualify as an "existing Sylvan licensee" for purposes of paying the reduced transfer fee of \$3,000, you must have (1) completed all initial training requirements, and (2) operated the Licensed Business at a Primary Center for at least six months prior to the date of the contemplated transfer. In addition, you must be in good standing under your existing License Agreement(s) to qualify.

ITEM 7: ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial License Fee	\$34,900 (Note 1)	Lump sum.	\$5,000 with Application; \$29,900 upon signing the License Agreement.	Sylvan
Supplemental Training and Administrative Fee	\$0 - \$10,000 (Note 1)	Lump sum.	Upon signing the License Agreement.	Sylvan
Travel and Living Expenses While Attending Initial Training	\$0 – \$1,500 (Note 2)	As incurred.	Before opening.	Airlines, hotels, restaurants, etc. (Note 9)
Initial Three Months' Rent and Security Deposit	\$3,750 – \$15,000 (Note 3) (Note 10)	Per lease terms. (Note 3)	Per lease terms. (Note 3)	Landlord (Note 10)
Real Estate Improvements and Site Preparation	\$15,000 – \$50,000 (Note 4)	Lump sum or per lease terms.	Before opening or per lease terms.	Landlord and/or contractors (Note 8) (Note 10)

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Inventory and Instructional Materials	\$2,900 - \$3,000 (Note 5)	Lump sum.	Before opening.	Vendors (Note 8)
Specialized Furnishings	\$5,300 – \$10,000 (Note 6)	Lump sum.	Before opening.	Vendors (Note 8)
Other Furniture and Miscellaneous Supplies	\$3,000 – \$4,000	Lump sum.	Before opening.	Vendors (Note 8)
Signage	\$4,000 – \$8,000	Lump sum.	Before opening.	Vendors (Note 8)
Marketing During Initial 3-Month Period When Primary Center First Opens (Note 8)	\$10,000 (Note 7)	As incurred.	Across the 3-month period: before opening, the month of opening, and the month following the opening of your Primary Center.	Vendors (Note 8)
Computer Workstations, Initial Supply of 10 Apple Inc. iPad Tablet Computers (8 th generation or later), Copier, Printers, Telephone, Internet Access & Software (Note 11)	\$7,500 – \$13,930 (Note 11)	Lump sum.	Before opening.	Vendors (Note 8)
FOA Annual Membership Fee for Initial Period (Note 12)	\$660 (Note 12)	Lump sum.	At the time you sign a License Agreement.	FOA (Note 8)
Miscellaneous Supplies	\$15 - \$150 (Note 13) (Note 14)	Lump sum.	As incurred.	Vendors (Note 8)
Hub Technology Platform	\$342 (Note 15)	As incurred.	After opening.	Sylvan (Note 8)
Contact Center Participation	\$1,220 - \$3,100 (Note 16)	As incurred.	After opening.	Sylvan (Note 8) (Note 16)

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Additional Funds – Three Months	\$9,500 - \$35,000 (Note 17)	As incurred.	As incurred.	Employees, suppliers, utilities (Note 8)
TOTAL	\$98,087 - \$199,582 (figures do not include additional rent)			

NOTE 1: The Initial License Fee is not refundable under any circumstances. The Initial License Fee may be modified as described in Item 5 if you agree to a Multi-Territory Incentive Plan. Sylvan currently provides initial training free of charge. Sylvan does not currently, but may in the future elect to charge a Supplemental Training and Administrative Fee of up to \$10,000 to new franchisees who enter the Sylvan System through resale transactions. Generally, training costs are included in the Initial License Fee, but this fee is not paid by new franchisees who purchase a territory through a resale transaction.

NOTE 2: As of this issuance date of this Disclosure Document, all initial training activities are being delivered by Sylvan virtually, through live, online platforms. In the future, Sylvan reserves the right to require in-person training, which would take place at Sylvan's facilities in Hunt Valley, Maryland, or its future headquarters or other designated facility. Sylvan estimates that the estimated cost for travel, food, and lodging would range from \$650 to \$1,500 per person in attendance (including between \$100 and \$800 round trip travel, \$150 per day for lodging, and \$25 per day per person for meals for the four-day initial training program).

NOTE 3: If you do not own adequate space, you must buy or lease space for your Center. Strip malls are the typical locations for Centers. Your Center must be a minimum of 1,000 square feet. We anticipate that, under the business model in the License Agreement, we will approve Center sizes of 1,000 to 2,000 square feet. Center size across the current Sylvan Network varies, with most Centers having between about 1,500 and 2,400 square feet. The amount of rent that you pay will vary greatly depending on your geographic location, the type of location in which your Center is located, the size of your Center, and general economic conditions, among other factors.

Some franchisees choose to operate at SylvanSync Satellite sites in addition to their Primary Centers; doing so is not required by Sylvan. Sylvan does not recommend that you purchase dedicated space for Satellites. You may wish to lease space on a short-term or temporary basis. School libraries and community centers are some possible locations for Satellites. You must obtain Sylvan's approval of a location before you may deliver services there. Square footage will vary greatly by number of students you are serving. The amount of temporary rent that you will pay will vary greatly depending on your geographic location, the type and size of your service site, and general economic conditions, among other factors, but will typically range from \$250 to \$3,000, and many Satellite locations are used at no cost.

NOTE 4: The costs of improving your lease site for your Center are negotiated with the landlord as part of your negotiating your lease. If the landlord provides the improvements at its cost and those costs are financed as part of the lease, you will substantially reduce your initial costs, but your monthly rental costs will likely be higher.

NOTE 5: Sylvan will specify the initial inventory and instructional materials that you must obtain from third parties; this includes educational materials and manipulatives to help you deliver Sylvan and SylvanSync programs. You may source these from any third party, so long as the materials meet our specifications.

This amount may change from time to time throughout the year. The amounts do not include all shipping costs and taxes, which must be paid by you. Depending on your location and applicable state taxes, your shipping costs should be between approximately \$200 and \$500, and your taxes will vary. At the end of your first year of operations, you will be required to purchase additional Learning Materials for an additional cost.

NOTE 6: You must purchase certain specialized furnishings for your Center that meet Sylvan's specifications. You may purchase these from any vendor that can produce furnishings that meet Sylvan's specifications (see Item 8). You may use vendors recommended by Sylvan or any vendor that you choose, but if you source vendors outside of Sylvan's list of recommended vendors, then you must seek and obtain approval of the furnishings you wish to purchase in advance of purchasing them, as further described in Item 8. You are responsible for shipping costs and the set-up and installation of the specialized furnishings.

NOTE 7: Across the three-month period beginning in the month before the Primary Center first opens for business in your Territory, you are required to spend a total of at least \$10,000 on advertising and marketing approved by Sylvan to promote your Primary Center. We will recognize these expenditures toward your 8% Monthly Territory Advertising Minimum for the month in which you spend the money and the month(s) that follow until we have recognized your whole expenditure. This requirement applies only to the first time the Primary Center opens for business, and does not apply if you purchase or relocate an already-operating Primary Center. See Item 6 for information about your 8% Monthly Territory Advertising Minimum.

NOTE 8: This fee or payment, to Sylvan or a vendor, is non-refundable.

NOTE 9: The refundability of this fee depends on the provider.

NOTE 10: This fee is non-refundable but varies by landlord.

NOTE 11: The estimated costs indicated in the chart include the costs for three to five computer workstations with operating software at \$600 - \$1,000 each, 12-21 iPad (6th generation or later) tablet computers at \$349 each, 12-21 covers/screen protector kits for the iPads at \$10 each, \$700 total for a printer and copier (combined or separate), and three months of internet and telephony services at \$100 - \$230 per month and a small office/business firewall and wireless access point at \$350 - \$700. You must purchase or lease a minimum of ten Apple iPad (6th generation or later) tablet computers for each Center, unless we grant prior approval for a lower inventory. You must have a sufficient number of tablet computers, accessories, and peripherals (including but not limited to keyboards and headphones for programs that require them) to serve all students enrolled in SylvanSync programs. We provide certain of the other equipment and licensed software at no additional cost to you. See the Computer Systems section of Item 11 for more information on required materials and equipment we provide and materials and equipment you must obtain from third parties. Computers and other equipment may often be leased over several years. Equipment leases typically require you to pay approximately 10% of the "purchase" price at the outset. To the extent that you are able to lease your equipment, you will substantially reduce your initial costs.

NOTE 12: Except as described below in this Note 12, Sylvan's current policy is that all new franchisees must join the Sylvan Franchise Owners Association ("FOA") and must maintain membership in the FOA for the remainder of the calendar year during which they joined plus the subsequent calendar year (the "Initial Period"). The FOA is an independent franchisee organization that is administered by the Board of Directors of the Sylvan Franchise Owners Association, Inc. ("SFOA"). Sylvan does not own or control any part of the FOA or of the SFOA, and is not a member of the FOA. You must pay the Annual Membership Dues to the FOA during the Initial Period after you sign a License Agreement; the FOA collects your dues. FOA annual membership runs on a fiscal-year basis from July 1 to June 30. Annual Membership Dues are prorated for licensees who first join during a fiscal year. FOA Annual Membership Dues are based on the number of Centers that a member is licensed to operate. FOA Annual Membership Dues for the Initial Period are as stated in the table in this Item 7 for licensees who are licensed to operate one Center. If you are licensed to operate more than one Center, the FOA Annual Membership Dues are as follows: 2-3 Centers: \$780; 4-6 Centers: \$960; 7-9 Centers: \$1,080; and 10+ Centers: \$1,200. See Item 20 of this Disclosure Document for FOA contact information. As an exception to the requirements described above, new franchisees are

not required to join the FOA during a given calendar year if fewer than 25% of active licensees in the United States and Canada were members of the FOA as of December 31 of the preceding calendar year. Sylvan may modify, or repeal, its policy that all new franchisees must join FOA from time to time, at its option.

NOTE 13: This estimated amount is \$5 per month per active core student. Your expenses for miscellaneous supplies (including, without limitation, markers, buckets, pens, pencils, paper, instructor name tags, incentive gifts for motivational programs, etc.) may differ depending on the number of students you enroll.

NOTE 14: You may have additional costs if you reimburse your employees to travel to a Satellite location. Travel reimbursement depends on how you pay your employees (e.g., on an hourly or on a per-session basis), among other factors. Sylvan does not set compensation or reimbursement policies for franchisees' employees. We recommend that you consult your professional advisor.

NOTE 15: Sylvan requires that all franchisees use the Hub Technology Platform for its intended uses (for example, recording contacts, scheduling customer appointments, enrolling and scheduling students, tracking attendance, billing customers, and reporting revenue). The Hub Technology Platform Fee is \$114 per Center per month and is included on franchisees' monthly billing statements, due and payable by the 25th day of each month. The Hub Technology Fee is subject to change from time to time as it is based upon the license fees and costs that Sylvan is required to pay to the third-party licensor of the system.

NOTE 16: Sylvan requires new licensees to participate in the Contact Center Program for the first twelve months of operation of their first Center (from the date the Center opens for business until the first anniversary of that date). Contact Center Program fees are not charged until you open your first Center. The range included in the chart above includes estimated Contact Center Program fees over a three-month period, and is based upon actual monthly fees paid by franchisees who participated in the Contact Center Program during 2022. There are two different payment models for the Contact Center Program: the first model is a higher flat fee per month rate with a lower per-inquiry variable rate (\$700/month, plus \$10/inquiry), and the second model is a lower flat fee per month rate with a higher per-inquiry variable rate (\$350/month, plus \$30/inquiry). Sylvan currently bills participating franchisees each month based upon their Contact Center Program usage in the prior month. Sylvan then pays the third-party vendor directly. Contact Center Program fees are subject to change from time to time based upon changes in the third-party vendor fees charged to Sylvan.

NOTE 17: This estimates your initial start-up expenses for the initial three-month period. These expenses include business licenses, utility deposits, initial local marketing, payroll costs and required insurance, which is discussed in Item 8. These figures do not include payroll for the owner. These figures are estimates, and Sylvan cannot guarantee that you will not have additional expenses starting the business. We recommend that, in addition to the capital you estimate you will need to reach a break-even point in your operations, you should have available sufficient capital as a contingency to fund the business for a full year. This estimate is based on information provided to us by franchisees, and from our experience in opening and operating company-owned Centers.

NOTE 18: Sylvan may elect to charge a refundable initial training fee of up to \$1,000 in the future. The fee would be due upon the signing of the License Agreement and would be refunded to you upon your completion of the initial training requirements, provided that you complete all such initial training requirements within the specified timeframe. Alternatively, Sylvan may elect only to charge the training fee to franchisees who do not complete the initial training requirements within the specified timeframe. See Item 11 for information on training requirements.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Products and Services You Must Source from Us

You must purchase SylvanSync Materials from us or our affiliate. The SylvanSync Materials include the then-mandatory SylvanSync instructional programs, and may vary from time to time. As of the issuance date of this Disclosure Document, these were SylvanSync Reading, SylvanSync Mathematics, SylvanSync Academic Writing, and SylvanSync Advanced Study Skills. SylvanSync proprietary programs are delivered to your server electronically. Core, mandatory SylvanSync programs are covered by your royalty.

The software to use the SylvanSync System is available only from us. We will license to you the required software under the terms of the Software License Agreement and Terms of Use and under the royalty at no additional charge. The standard form of Software License Agreement and Terms of Use in effect as of the issuance date of this Disclosure Document is attached to this Disclosure Document as Exhibit D.

Products and Services You Must Source from Sylvan-Approved Vendors

Before opening any Center, you are required to purchase from a Sylvan-approved vendor an initial inventory of Sylvan Materials, which we refer to as the "New Center Setup Kit." You must at all times maintain a supply of Sylvan Materials sufficient to serve customers and students at your Center and to maintain the quality standards of the Sylvan System and the SylvanSync System.

The New Center Setup Kit at a given time includes materials for the instructional programs that are then mandatory for all Sylvan Learning Centers and that are not already provided in the SylvanSync Materials described in this Item 8, or by third parties. As of the issuance date of this Disclosure Document, these materials were various physical teaching tools, called "manipulatives." From time to time, and as often as quarterly, the price of Sylvan Materials is subject to increase or decrease. The price of your New Center Setup Kit (less any taxes and freight charges) will be fixed at the time your order is processed.

You must also purchase certain services and commercially available equipment and other materials that we identify in the Confidential Manuals, or otherwise in writing, as required for use at Centers. We will designate the approved sources of such services and equipment and other materials by maker or author, publisher, and title in the Confidential Manuals. You are free to choose in accordance with the approved sources list the wholesale or retail distributor from whom you purchase this equipment and materials.

You may request that we add certain suppliers to the list. There is no charge for our determination of whether to do so. If you nominate a supplier, we will inform you within 30 days whether that supplier qualifies as an approved supplier. We determine whether or not to include a supplier on our list of approved suppliers based on whether its products are compatible with and meet the general quality and service standards for the Sylvan System. These criteria are available to you and approved suppliers upon your request. We may add to the list of approved suppliers, or remove suppliers from the list if they no longer meet the general quality and service standards for the Sylvan System.

We currently receive, and in 2022 received, rebates from some vendors of promotional items and branded merchandise equal to or less than 1% of the gross revenues earned by the vendors from sales to licensees. Other than these rebate programs, we do not receive any payments or other consideration from approved suppliers for your purchases from them or for our designating them as approved suppliers. There are no approved suppliers in which any of our officers own an interest. We do not provide material benefits (e.g., renewal or granting additional franchises) to our franchisees based on a franchisee's purchase of particular products or services or use of particular suppliers. We have not negotiated discounts, group purchasing discounts or special commercial arrangements from vendors for the benefit of licensees. There are no purchasing or distribution cooperatives required or available for Sylvan franchisees. We do not have any vendor contracts for franchisees to purchase or lease equipment. Vendors who participate in our vendor display hall at our Annual Conference pay us a fee to do so. These fees are not based on any purchase(s) by franchisees.

Products and Services You May Source from Any Vendor

Before beginning operations in your Licensed Business, you must purchase certain initial instructional materials that we designate in our Confidential Operations Manuals or otherwise, and that meet our specifications. In addition, you are also required to purchase certain furnishings (the “Specialized Furnishings”) that we designate in our Confidential Operations Manuals or otherwise, and that meet our specifications. You may buy the initial instructional materials and Specialized Furnishings from any vendor as long as the furnishings they supply meet our specifications. The initial instructional materials will be identified by title, author, year of publication, name of product or other identifying data. We base our specifications for the Specialized Furnishings on maintaining the quality of the Sylvan System and the SylvanSync System and a proper environment for providing the services offered at a Sylvan Learning Center. Upon your request, we will provide you with the specifications for the Specialized Furnishings so that you may supply these to your selected vendor.

You are also required to lease or purchase certain commercially available computer equipment, business equipment, supplies and materials, and Internet service that meet our specifications and as we require in the Confidential Operations Manual or otherwise. As an example, and not as a limitation, the iPad (6th generation or later, with Wi-Fi enabled and at least 16 gigabytes of memory) is the only tablet computer we designate for use with SylvanSync as of the issuance date of this Disclosure Document. Sylvan recommends using 8th generation or later Apple iPad tablet computers, and Sylvan does not support Apple iPad tablet computers that are 4th generation or earlier. See Item 11 for more information about our specifications. Upon our request, you must install, update, or replace any equipment (including computer equipment) and software designed to be used in the operation of your Center, and utilize this equipment and software in the manner we specify. This equipment includes computer hardware and software that we require and that is compatible with and accessible to our central accounting system (see Item 11). Certain equipment, supplies, materials, and software for use in your Licensed Business are currently available only from us, as described above in this Item 8 and in the Confidential Operations Manual. You may source all other items from any vendor so long as the products and services supplied meet our specifications.

Upon our request, you must refurbish, modify, and upgrade your Center to meet our then-current standards, specifications and procedures.

You are required to obtain and maintain insurance as specified in the Confidential Manuals in amounts that we require, including insurance for worker’s compensation, all risk protection with replacement lost coverage on equipment, furnishings, fixtures, and the building, and comprehensive public liability insurance. We must be named as an insured under the comprehensive public liability insurance policies.

Revenue Disclosure

For the fiscal year ending December 31, 2022, Sylvan’s total revenue from franchisees’ required purchases or leases of Sylvan System and SylvanSync System products and services was \$1,023,863.30, or approximately 3% of Sylvan’s total revenues of \$34,068,919.

The purchase or lease from Sylvan of products and services specified by Sylvan is estimated to represent approximately 2% to 3% of a franchisee’s total initial investment. The purchase or lease from third parties of materials and products specified by Sylvan is estimated to represent approximately 19% to 23% of a franchisee’s total initial investment. The purchase or lease of products and services specified by Sylvan, from Sylvan and from other sources, is estimated to represent up to 12% of a franchisee’s annual expenses to operate a Center.

ITEM 9: FRANCHISEE’S OBLIGATIONS

This table lists your principal obligations under the License 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 LICENSE AGREEMENT	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition/lease	Section 1.5 of License Agreement	Items 7, 11, and 12
b. Pre-opening purchases/leases	Sections 7.1, 7.13, and 8 of License Agreement	Item 8
c. Site development and other pre-opening requirements	Section 7.6 of License Agreement	Items 7 and 11
d. Initial and ongoing training	Sections 5, 7.10, and 7.11 of License Agreement	Item 11
e. Opening	Section 1.6 of License Agreement	Item 11
f. Fees	Sections 4.1.3, 4.1.4, 6, 7.8.1, and 7.8.2 of License Agreement	Items 5, 6, and 11
g. Compliance with standards and policies/Operations Manual	Sections 1.7, 1.8, 2, 5, 6, 7, and 8 of License Agreement	Item 11
h. Trademarks and Proprietary Information	Sections 3, 8.5, and 12.1.2 of License Agreement	Items 13 and 14
i. Restrictions on products/services offered	Sections 1.8.3 and 7.1 of License Agreement	Item 16
j. Warranty and customer service requirements	Sections 6.10 and 7.4 of License Agreement	Item 11
k. Territorial development and sales quotas	Sections 1.5, 6.2.2, 7.7, and 11.2.9 of License Agreement	Item 12
l. Ongoing product/service purchases	Sections 7.1, 7.4, and 8.1 of License Agreement	Item 8
m. Maintenance, appearance, and remodeling requirements	Sections 7.1 and 7.9 of License Agreement	Item 11
n. Insurance	Section 14.2 of License Agreement	Item 8
o. Advertising	Sections 7.3, 7.5, 7.8, and 8.4 of License Agreement	Items 6, 7, and 11
p. Indemnification	Section 14.1 of License Agreement	Not applicable
q. Owner's participation/management/staffing	Sections 4.1.3, 5.1, 7.2.1, 7.4, 7.10, and 11.2.7 of License Agreement	Items 11 and 15
r. Records/reports	Sections 6.4, 6.5, 6.6, 7.9, 7.12, 8.1.5, and 8.2 of License Agreement	Item 6
s. Inspections/audits	Sections 6.6, 7.9, 7.12, 8.1.5, and 8.2 of License Agreement	Item 6
t. Transfer	Section 9 of License Agreement	Item 17
u. Renewal	Section 10.2 of License Agreement	Item 17
v. Post-termination obligations	Section 12 of License Agreement	Item 17

OBLIGATION	SECTION IN LICENSE AGREEMENT	DISCLOSURE DOCUMENT ITEM
w. Non-competition covenants	Sections 7.3, 8.4, and 12.5 of License Agreement	Item 17
x. Dispute resolution	Sections 7.9.4, 20, and 21 of License Agreement	Item 17
y. Other Sylvan EDGE Package License Agreement	Exhibit E to the FDD	Items 1, 5, and 12
Ace it! Tutoring System License Agreement	Exhibit F to the FDD	Items 1, 5, and 12

ITEM 10: FINANCING

Sylvan does not offer any direct or indirect financing. Sylvan does not guarantee any note, lease, or other obligation. We do not have agreements to refer you to third parties for financing.

You may, however, obtain financing for your equipment purchases and purchases of educational materials from third parties.

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

Except as listed below, Sylvan is not required to provide you with any assistance.

Franchisor's Assistance

Pre-Opening Obligations

Before you open your business, we will provide you with the following assistance on the same basis that we provide this assistance to other Sylvan licensees:

(1) We will designate your Territory. (License Agreement—Section 1.3).

(2) We will assist you in the selection of a location for your Primary Center and make recommendations and suggestions regarding the layout and décor of the Primary Center to assist you in complying with our standards. (License Agreement—Section 4.1.1). Franchisees generally lease premises from third-party landlords. We do not generally own and lease premises to franchisees.

In order for you to operate any Center, you must first obtain our approval of the premises and location from which your Center will be operated (License Agreement—Section 1.5) and of your Center floor plans and signage (License Agreement—Section 4.1.1). We will consider the condition of the building and layout, the size and age of the population within your Territory, accessibility of the facility to that population, existence and proximity of other supplemental instruction programs, the proximity of the facility to your Territory boundary and other Sylvan locations, the extent to which the neighborhood is commercial, industrial, or residential, and available parking in the area. We assign values for each of these factors and use the values to evaluate the premises. We also make determinations based upon our Territory Boundary Policy, which we may modify from time to time (see Item 12). We typically notify franchisees of whether or not their site has been approved within two weeks after the franchisee provides a completed Site Approval Package to us.

Our License Agreement requires you to open your Primary Center within 180 days of the effective date of the agreement (or another date on which you and we agree) (see Item 15). As noted above in Item 1, you may commence delivery of virtual services prior to opening the brick-and-mortar location of your Primary Center, provided that you and your staff have completed all initial training requirements in advance and that you have obtained Sylvan's approval to do so. If we do not approve the proposed site that you submit to us or if you do not open your Primary Center within this 180-day timeframe, we may cancel your License Agreement (License Agreement—Section 1.5). Sylvan may cancel your License Agreement based upon such failure regardless of whether you are delivering services to students virtually in your Territory at such time. In our Confidential Operations Manual, we will provide you specifications for materials, equipment and furniture required for opening and operating your Primary Center, additional Centers, and Satellites (see Item 8).

(3) We will give you access to our Confidential Manuals.

The Confidential Manuals are confidential and proprietary and remain our property. Sylvan may modify the Confidential Manuals and you must at all times adhere to the then-current contents of the Confidential Manuals. (License Agreement—Section 1.8.1, 1.8.2, 1.8.3, 2.1, 4.1.2, 7.1, 7.2, 7.9, 7.11 and 8). You must keep these Confidential Manuals and their content confidential. (License Agreement—Section 2.1.3).

As of the issuance date of this Disclosure Document, our Confidential Manuals includes three manuals:

TITLE	APPROXIMATE NUMBER OF PAGES
Confidential Sylvan Franchise Operations Manual	205 (pdf)
Confidential Marketing Manual	60 (pdf)
Confidential SylvanSync Manual	118 (pdf)

All of the Confidential Manuals are available online through Sylvan's proprietary Intranet, SLCLink. Exhibit H to this Disclosure Document has copies of the Tables of Contents of these Confidential Manuals. These are subject to change.

(4) We will provide initial training to up to three members of your staff (including yourself). (License Agreement—4.1.3 and 5).

You must complete your initial training before you may open your Primary Center. If you wish to commence virtual delivery ahead of opening your Primary Center, you must complete your initial training before doing so. Franchisees are typically required to open their Primary Centers within 180 days of signing a License Agreement. Therefore, you must complete your initial training within 180 days after you sign a License Agreement. For new franchisees who purchase a new territory, the three total initial training slots are at no cost to you as long as you complete them all within 180 days of the Effective Date of your License Agreement; for new franchisees who purchase an existing territory through a resale transaction, the three total initial training slots are included within the Supplemental Training and Administrative Fee that Sylvan may elect to charge. You are required to complete this training to our satisfaction as a condition of opening your Center. Sylvan reserves the right to require in-person training, which would take place at Sylvan's facilities in Hunt Valley, Maryland or a Sylvan Learning Center location designated by Sylvan. Sylvan estimates that the estimated cost for travel, food, and lodging would range from \$650 to \$1,500 per person in attendance (including between \$100 and \$800 round trip travel, \$150 per day for lodging, and \$25 per day per person for meals for the four-day initial training program).

(5) We will also assist you by providing certain required equipment and supplies (as further described in Item 8). We will provide to you instructional materials we consider appropriate for instruction of your personnel in conducting our instructional programs, including our "New Center Startup Kit." (License

Agreement—Section 4.1.4). We will also provide certain software that you must purchase from us or our affiliate. (License Agreement—Section 4.2.7). Further, you must also purchase certain services and commercially available equipment and other materials that we identify in the Confidential Manuals, or otherwise in writing, as required for use at Centers. (License Agreement—Section 7.1). We will designate the approved sources of such services and equipment and other materials by maker or author, publisher, and title in the Confidential Manuals. You are free to choose in accordance with the approved sources list the wholesale or retail distributor from whom you purchase this equipment and materials. Other initial purchases, such as some initial instructional materials and Specialized Furnishings, may be purchased from any vendor as long as the items they supply meet our specifications. We reserve the right to charge separate fees for additional, specialized, or supplemental training.

Opening – Primary Center

Licensees typically open their Primary Center three to four months after they sign a License Agreement and pay the Initial License Fee. You must complete required training before you may open your Primary Center. You must open your Primary Center no later than 180 days after you sign your License Agreement. The factors affecting the time to open are the ability to purchase or lease a site location, whether it is necessary to make substantial improvements to the site, obtaining financing, complying with zoning and local ordinances, weather conditions, shortages and delayed installation of equipment, and fixtures and signs.

If you receive advance approval from us, you may begin offering and delivering virtual services in your Territory, or operating one or more Satellite locations in your Territory, at any time during the 180 days before you are required to open your brick-and-mortar Primary Center, so long as you already have completed satisfactorily, and caused your staff to complete satisfactorily, initial training.

Post-Opening Obligations

During the operation of your franchise, we will provide you the following assistance on the same basis as we provide this assistance to other Sylvan franchisees:

(1) We will assist you in developing an action plan for operating your Licensed Business. The plan will include a marketing strategy and an estimate of expenses and sales goals. (License Agreement—Section 4.2.1)

(2) We will maintain a toll-free number you may use to contact our employees at our headquarters. (License Agreement—Section 4.2.2).

(3) We will provide you certain advertising, marketing and/or promotional materials in forms and media determined by us at our sole discretion, which we shall have approved and updated at least every other year. (License Agreement—Section 4.2.3).

(4) We will maintain a procedure and checklist for the review of all aspects of your operation of your Licensed Business (“Quality Assurance Review”) whereby we can determine the extent to which your operations are in compliance with our standards. Approximately 120 days after you first open your Primary Center, we will conduct a Quality Assurance Review of your Primary Center through remote review of materials or by having a Sylvan representative conduct an on-site review. At your request, we will have a business consultant or quality assurance manager conduct a Quality Assurance Review at your Licensed Business once in every two-calendar year period if we have not ourselves initiated one, provided that you are in compliance with all financial and reporting obligations to us, and that you are not subject to default or termination under the License Agreement. If you are not in compliance or are subject to default or termination, you agree to reimburse us for our travel, lodging, meal and other costs incurred in providing an on-site Quality Assurance Review. At your request, we will provide you with the materials and forms used in the Quality Assurance Review process for your use in reviewing your operations. (License Agreement—Section 4.2.4).

(5) If a Sylvan business consultant or quality assurance manager has not already conducted two visits to your Licensed Business, then we will at your request cause a Sylvan representative to provide assistance and offer suggestions and recommendations, either via up to two one-day visits each calendar year or via other customary means of providing advice, at our sole discretion. (License Agreement—Section 4.2.5).

(6) We will attempt to keep you abreast of the most recent and advanced knowledge concerning instructional equipment and new reading and mathematics or other instructional techniques. (License Agreement—Section 4.2.6).

(7) We will lend or otherwise provide to you certain Sylvan computer hardware and software (“Sylvan Hardware” and “Sylvan Software”) that you must use in operating the SylvanSync System in your Licensed Business. We identify the Sylvan Hardware and Sylvan Software in our Confidential Operations Manual; we may change the items we designate from time to time. The Sylvan Hardware and Sylvan Software remains our property. (License Agreement—Section 4.2.7).

(8) We will make available to you at no charge each assessment that we deem mandatory in any mandatory Sylvan System or SylvanSync System program. You may also use these assessments at no charge to you in other optional and mandatory Sylvan System or SylvanSync System programs where we approve you to use the assessments. (License Agreement—Section 4.2.8).

(9) From time to time, we may conduct a regional training program. (License Agreement—Section 4.4). We describe our current training programs below.

(10) At least once every two years, we will hold a conference of not more than five days at a location we select. We will determine the topics and agenda for each conference to serve the purpose of updating licensees on new developments and exchanging information between licensees and us regarding Sylvan System and SylvanSync System operations and programs. The conference may take place in person or virtually, at our option. We may charge a fee for attendance at this conference. You must bear all travel, room, and board expenses for you and your personnel attending these conferences. (License Agreement—Section 4.3.1).

Computer Systems

You are also required to lease or purchase certain commercially available computer equipment, business equipment, supplies, materials, and Internet service that meet our specifications and as we require in the Confidential Operations Manual or otherwise. As an example, and not as a limitation, the Apple iPad (6th generation or later) is the only tablet computers we designate for use with SylvanSync as of the issuance date of this Disclosure Document. Sylvan recommends using Apple iPad 8th generation or later tablet computers; Sylvan does not support Apple iPad tablet computers that are 4th generation or earlier. We estimate the costs for three to five computer workstations with operating software at \$600 - \$1,000 each, 12-21 iPad (6th generation or later) tablet computers at \$349 each, 12-21 covers/screen protector kits for the iPads at \$10 each, \$700 total for a printer and copier (combined or separate), and three months of internet and telephony services at \$100 - \$230 per month and a small office/business firewall and wireless access point at \$350 - \$700. You must purchase or lease a minimum of ten Apple iPad (6th generation or later) tablet computers for each Center, unless we grant prior approval for a lower inventory. You must have a sufficient number of tablet computers, accessories, and peripherals (including but not limited to keyboards and headphones for programs that require them) to serve all students enrolled in SylvanSync programs. See below in this Item 11 for more information about our specifications. Upon our request, you must install, update, or replace any equipment (including computer equipment) and software designed to be used in the operation of your Licensed Business, and utilize this equipment and software in the manner we specify. This equipment includes computer hardware and software that we require and that is compatible with and accessible to our central accounting system (see below in this Item 11). Certain equipment, supplies, materials, and software for use in your Licensed Business currently are available only from us, as described above in Item 8 and in the Confidential Operations Manual. You may source all other

items from any vendor so long as the products and services supplied meet our specifications.

You must own or lease (as applicable), install, use, and maintain the Computer System we specify. Our minimum Computer System specifications as of the issuance date of this Disclosure Document are as follows:

Hardware and Software

When acquiring new workstation computers, you must purchase systems installed with Windows 10 Professional or better. At least one computer in the Center must have a current copy of Microsoft Office or equivalent software installed. We require 64-bit operating systems to run our software suite. You must have at a minimum:

- i. depending on Center size, from 3-10 personal computers/workstations with an Intel i3 or equivalent processor or better (i5 or equivalent recommended), memory of at least 8.0 GB RAM minimum (16.0 GB RAM recommended) and a 100/1000 Ethernet NIC network card or highspeed wireless adapter;
- ii. 17-inch LCD or better monitor, with 1280 x 1024 resolution or better;
- iii. keyboard, mouse, and multimedia sound card;
- iv. required software, as loaned to you by Sylvan. This is part of the Sylvan Software defined earlier in this Item 11;
 - o Hub Center management software;
 - o EdAdmin software;
 - o SylvanSync and SylvanSync Connect software;
 - o Assessment software;
- v. Ethernet or wireless-enabled laser printer;
- vi. copier (a combined printer-copier unit is acceptable);
- vii. telephone system;
- viii. service, equipment, or software with ability to record outgoing telephone greetings and incoming telephone messages;
- ix. at least 10 Apple iPad (6th generation or later) tablet computers, each with Wi-Fi capability and at least 16 gigabytes of memory;
- x. a dedicated email address for your Center, and a separate dedicated email address for your director, which we may assign to you; and
- xi. other equipment and specifications as we determine. As an example, and not a limitation, if you do not have a scanner for sending documents via email, you must have a fax machine.

You must install the most current version of either the Google Chrome or Microsoft Edge browser on every workstation that you use to conduct assessments.

Only the following Windows operating systems are currently supported:

- Windows 11 Professional
- Windows 10 Professional (recommended)

The SylvanSync Software is used in the delivery of assessments and offering the Sylvan instructional programs at your Center.

One of your personal computers/workstations is to be used for your full-time employee (Center Director and Director of Education; if you have two full-time Directors, each should have a workstation), and at least two workstations are to be used for testing and instruction. The personal computers must have a sound card, hard drive(s) with sufficient memory, an operating system that meets at least our minimum criteria above, or other operating system we specify, an Internet browser compatible with our systems, and other software. You must have a sufficient number of tablet computers to serve all students enrolled in SylvanSync.

After the initial installation of your computer hardware, you must plan for the ongoing upgrade and replacement of hardware every 3-5 years to maintain current compatibility with the hardware specifications supported by Sylvan Software.

Internet Service, Email, and Telephony

You must have a business-class Internet connection through a national or local internet service provider (ISP). In some areas, T1 or fractional T1 lines may be the only options to support the required bandwidth and stability.

For optimal performance, the recommended Internet speeds in-Center are 30 Mbps download and 3 Mbps upload speed (or greater). Minimum required speeds are 15 Mbps download and 3 Mbps upload speed.

Mobile broadband solutions are not acceptable, except as a backup.

You must have an email service. See below in this Item 11 concerning email addresses you must use.

You must have reliable telephony services. We strongly recommend using Voice over Internet Protocol (VoIP) services; we do not recommend using analog services.

You must purchase and maintain wired and wireless network services in your Center, including a firewalled internet services gateway, wireless access point(s), and wired networking switch(s). The minimal equipment needs will vary based on the location's square footage and floorplan. The equipment purchased should meet the requirement of supporting a minimum of 25 users/devices. These include workstations, laptops, iPads, VoIP phones, printers, and network attached storage devices.

You are responsible to us for our proprietary software and all other software we loan to you (collectively, the "Sylvan Technology"), and you must maintain it in good condition and repair, normal wear and tear excepted. You are responsible for loss of, or damage to, the Sylvan Technology due to fire, theft, or other catastrophe, and you must replace any damaged or lost components of the Sylvan Technology at your cost. You must keep the Sylvan Technology insured against catastrophic loss. In some instances, we may elect to replace hardware or software in the case of software failure or corruption. We will provide support for the Sylvan Technology software and hardware via phone during advertised hours as posted on our intranet, SLCLink, or as we otherwise specify, provided that you are current on your payments to us of SylvanSync billings.

You must provide us unimpeded independent access to your Computer System and all required software. There are no contractual limits on Sylvan's ability to access your data. The hardware and software you use in your business must be compatible with and accessible to our central accounting system through the Internet.

None of the suppliers of the above computer hardware or software, including without limitation Sylvan, has an obligation to provide you with ongoing maintenance, repairs, upgrades, or updates, unless required by your contracts with them or with the wholesalers or retailers from whom you purchase these items. You are responsible for hiring a local technician in your area to assist you in maintaining the integrity of your hardware and networking components and to provide you support with installation and troubleshooting.

Because changes to technology are dynamic and cannot be predicted within the term of your License Agreement, and in order to provide for inevitable but unpredictable changes to technological needs and opportunities, we have the right to establish, in writing, reasonable new standards to address new technologies, whether published in the Confidential Manuals or otherwise in writing, and we have the right to implement those changes in technology into the Computer System and to add or modify fees accordingly, subject to the maximum required expenditures identified in the License Agreement.

You must implement upgrades and updates to the Computer System and all other technology aspects of the Licensed Business at such times, and in the manner, as we specify. We anticipate that you will need to update the Computer System every 3-5 years, if not sooner, for certain elements of the Computer System. The estimated cost to upgrade the Computer System is likely to be about \$3,000 to \$7,000, but Sylvan may not require you to spend more than \$5,000 per Center on computer upgrades in any given year.

Email Addresses

In running the Licensed Business, you must use the email address(es) and email domain name(s) that we specify. These specifications are subject to change by Sylvan. Your dedicated email addresses must be used only in operating your Licensed Business and not for any other purpose.

Websites

We shall arrange for maintenance of a website for the benefit of Sylvan and the Sylvan brand and Sylvan Network generally if we draw Advertising Allocations to fund same. We shall provide one or more references to your Center within such Sylvan website that we fund. You must ensure that all information concerning your Center is accurate and up to date. (License Agreement—Section 7.5.3)

You may not establish, use, or authorize others to establish or use, any separate website that relates to your Center or refers to our proprietary marks except with our prior written approval, which we may withhold at our sole discretion. If we approve your request to use a separate website, you must comply with our standards and requirements for the website and for advertising in general. (License Agreement—Section 8.4)

Advertising

We may direct some amount (the “Advertising Allocation”) of your royalty toward funding advertising and marketing programs and activities that are intended to increase the public’s awareness of the Sylvan Network, the Sylvan System, and the SylvanSync System generally (“Sylvan Advertising”). We determine the amount and frequency of the Advertising Allocation and may change the Advertising Allocation at any time. We have sole discretion to determine what advertising, marketing, and public relations programs, and activities we undertake within Sylvan Advertising, and we have sole discretion over the creative concepts, materials, and endorsements used in such Sylvan Advertising and the geographic, market, and media placement and allocation of advertising and marketing materials in connection with Sylvan Advertising. The License Agreement does not require that Sylvan Advertising benefit licensees directly or on a pro rata basis, so we are not required to spend any amount on advertising in your Territory. We may, at our sole discretion, modify, decrease, suspend, and/or increase expenditures and/or operations of Sylvan Advertising from time to time. You are required to participate in all Sylvan Advertising activities and programs that Sylvan designates, but you are not required to make expenditures outside of the Advertising Allocation and/or your local advertising expenditure requirements and the limits on those in the License Agreement. (License Agreement—Section 7.5.2). The amounts collected in connection with the Advertising Allocation are not audited, however, unaudited financial statements are available to franchisees upon request. The amount of your Advertising Allocation may be determined from time to time based on an “alternative funding formula” (“AFF”). Licensees who signed License Agreements prior to March 2016 are on various earlier forms of Sylvan License Agreements. We call those earlier forms “Legacy License Agreements.” Certain Legacy License Agreements provide for an AFF that sets the level of those licensees’ spend on the types of activities pursued in Sylvan Advertising. For the purposes of setting your Advertising Allocation, if an AFF is proposed to licensees in the United States under the terms of the Legacy License Agreements, you shall be deemed to have agreed to the AFF, and the Advertising Allocation to Sylvan Advertising from your royalty shall be in the amount set forth in the AFF for the term of the AFF, if the AFF is approved by licensees owning at least two-thirds (2/3) of outstanding License Agreements in the United States. In all other cases, Sylvan will determine the Advertising Allocation amount as we describe in the first paragraph of this “Advertising” section of Item 11.

In the third quarter of 2016, we established and administered a Licensee Advertising Advisory Committee (the “Committee”) that consults with us concerning the selection and placement of Sylvan Advertising. Sylvan appoints three licensees to sit on the Committee for a one calendar year term; members may be reappointed for additional terms. Each licensee member must be in good standing under all of its License Agreements with Sylvan during such licensee member’s term on the Committee; otherwise, Sylvan may remove them from the Committee. Licensee members do not have voting power in Sylvan’s decisions. Sylvan meets with the Committee as appropriate up to four times per calendar year. All meetings are held by telephone unless Sylvan designates an alternate means of meeting. (License Agreement— Section 7.5.1.) We have the power to form, change, dissolve, or merge the Committee, and any other licensee advisory council.

We will report to licensees annually about advertising, marketing, and public relations activities we conducted and propose for the future, and about the amount that we expend on Sylvan Advertising.

Sylvan-owned Centers are not contractually obligated to contribute an Advertising Allocation, but in the past have contributed to funding advertising on the same basis as licensee Centers.

Most licensees on Legacy License Agreements make their advertising contributions through a National Advertising Fund (the “Fund”). Contributions by licensees on Legacy License Agreements to the Fund are administered by SLC National Advertising Fund, Inc. (“SNAF”) and its four directors, two of whom are appointed by Sylvan, and two of whom are appointed by the SFOA. We do not have any voting power within SFOA. The monies in the Fund were spent in the 2022 fiscal year as follows (based on unaudited figures):

	<u>Percentage of Total</u>
Advertising Production	4%
Media Placement	35%
CRM Enterprise Solution & Website	17%
Local and Social Marketing and Public Relations	15%
General and Administrative	
<i>(including internal resources dedicated to marketing efforts)</i>	<u>29%</u>
Total	100%

The main Sylvan company website features a link to a microsite with information about becoming a Sylvan franchisee. Other than these assets, SNAF has never used any of the Fund for solicitation of new licensees.

In addition to the contributions you are required to make via your Advertising Allocation, you are required to expend certain amounts on local advertising (see Item 6). We will provide you with advertising materials. You may not use any other advertising materials unless we give our prior approval.

We may require you to contribute up to 100% of your local advertising expenditures to an advertising cooperative. An Acknowledgment of Request to Contribute to Advertising Cooperative (the “Acknowledgement”) is attached to the License Agreement as Exhibit D. We will require you to sign the Acknowledgment when you sign the License Agreement. Membership in advertising cooperatives is usually based upon market areas defined by media rating agencies such as Arbitron or Nielsen. Cooperative members administer the advertising cooperatives. Sylvan advertising cooperatives are not required to operate from written documents, but most do, and these should be available for your review by contacting the cooperative membership. Many Sylvan advertising cooperatives prepare annual financial statements that should be available for your review by contacting the cooperative membership. We may require any advertising cooperatives to be formed, changed, dissolved, or merged. Sylvan is not required to participate in any cooperative for its company-owned Centers, but may choose to do so. We will require you to contribute to your local advertising cooperative on the same basis as a majority of the other members contribute, for up to three years.

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

Training

We provide you and your staff certain training through our “Sylvan University” department and through “Sylvan University Now” (“SUN”), our proprietary online learning management system for Sylvan franchisees and staff. The Confidential Operations Manuals contain the detailed requirements and features of our training programs for the respective system at any given time. Sylvan currently provides the Initial Training Program free of charge for up to three members of your staff (including you) who must complete it within 180 days after you sign your License Agreement, as described below. Sylvan may elect to charge a refundable initial training fee of up to \$1,000 for the training courses that you are required to complete. If Sylvan begins to charge such a fee, it would be fully refundable upon completion of all of Sylvan’s requirements, provided that you complete all requirements within the 180-day timeframe. Alternatively, Sylvan may elect to charge the fee only if a franchisee does not complete the initial training requirements by the specified deadline. If Sylvan elects to charge a Supplemental Training and Administrative Fee to new franchisees who enter the Sylvan System by purchasing an existing territory through a resale transaction, then the cost of the initial training would be included in such Supplemental Training and Administrative Fee. If Sylvan does not charge the Supplemental Training and Administrative Fee upfront, Sylvan reserves the right to charge it if a franchisee does not complete the initial training requirements by the specified deadline. For all other training, we may charge you a reasonable fee.

We may offer training via instructor-led in-person sessions, group webinars, and online via SUN and online discussion boards. We may change our training requirements (including without limitation programs and fees) from time to time via changes to our Confidential Operations Manuals or otherwise in writing, and you and your staff must comply with such changed requirements. The “Training Programs” chart later in this Item 11 provide details of training programs we currently offer as of the issuance date of this Disclosure Document.

Our Initial Training Program; Your Initial Training Requirements

We provide to licensee an Initial Training Program, which we describe later in this Item 11. If you are licensing an undeveloped territory, our License Agreement requires you to open your Primary Center within 180 days of the effective date of the agreement (or another date on which you and Sylvan agree). You must ensure that the following initial training requirements are met in connection with opening your Primary Center or commencing delivery of Sylvan and SylvanSync System programs at any other site, whether in person or online:

TRAINING PROGRAMS

SUBJECT	HOURS OF IN-PERSON TRAINING	HOURS OF IN-CENTER TRAINING	TRAINING DESCRIPTION	LOCATION
Initial Training Program: Director Certification (Note 1)	0	149	Introductory conference call. (Duration varies.) Approximately 45 hours of online training, 90 hours of self-directed activities, and 14 hours of live webinars over no less than 7 weeks.	Webinars via Zoom Online: via live, online platforms and in SUN In-Center
Initial Training Program:	10	25	Approximately 5 hours of on-demand training coupled with 13.5 hours of live	Online in SUN In a Sylvan Learning

SUBJECT	HOURS OF IN-PERSON TRAINING	HOURS OF IN-CENTER TRAINING	TRAINING DESCRIPTION	LOCATION
Franchisee Certification (Note 2)			webinars over the course of no less than 4 weeks. Additionally, one day will be spent in a Sylvan Learning Center. Several personal consultations are also required and conducted throughout this training. (Duration varies.)	Center of Sylvan's choosing. Participants will secure their own travel and lodging arrangements, as necessary.
Optional Training Courses on SUN (Note 3)	0	0	Approximately 100 hours of online self-directed activities and training in addition to the other programs in this table	Online in SUN
In-Center Training (Note 4)	Approximately 6	0	0	Varies
Annual Conferences (Note 5)	Approximately 24	0	0	In-person; varies

All training may be held in-person, online, or at the location that we designate (which may be Sylvan's office in Hunt Valley, Maryland or at a Center), at our option. We may modify the location of training, or the format (e.g., utilizing Zoom or another virtual interface) at any time. As of this issuance date of this Disclosure Document, all initial training activities are being delivered by Sylvan virtually, through online platforms with both pre-recorded and live, instructor-lead content.

NOTE 1: Initial Training Program: Director Certification

The Director Certification is the first part of the Initial Training Program for the franchisee and includes the training you and members of your staff must complete in order for us to certify you (and the member(s) of your staff) as a Director of Education or Center Director. This training is mandatory for all franchisees and each Director. You must complete the Director Certification curriculum within 180 days of signing the License Agreement. See Item 15 of this Disclosure Document for our current staffing requirements. These criteria are subject to change.

Curriculum: Approximately 45 hours of online training, 90 hours of self-directed activities, and 14 hours of live webinar events. The Director Learning Path may cover, among other subjects, the Sylvan Insight Assessment, prescription quality reviews, instruction management, and education programs along with customer services, sales, assessments, and marketing.

Fees: Currently there is no fee for this training, but Sylvan reserves the right to charge a reasonable fee in the future. The cost of the Director Certification for licensee (you or, if licensee is a corporation, one of its shareholders) is included in your Initial License Fee or your Supplemental Training and Administrative Fee, as applicable.

When Offered: The Director Certification component of Initial Training Program is offered several times throughout a calendar year, subject to the availability of Sylvan's instructors. Online components are continuously available in SUN.

NOTE 2: Initial Training Program: Franchisee Certification

This is the second part of the Initial Training Program that licensee (you or, if the licensee is a corporation, one of its shareholders) must complete in connection with opening your Center to the public, as described above. We provide our Franchisee Certification part of the Initial Training Program for up to three members of your staff (including yourself).

Curriculum: Our Franchisee Certification program begins with a conference call with a New Franchise Services consultant. During that consultation, the recommended sequence of training courses for you and your stakeholders as well as scheduling details will be discussed. Among other subjects, the Franchisee Certification program covers an overview of a Center's educational services, the customer lifecycle, marketing, sales, operations, management, center technologies, education, SylvanSync, Satellites, and online reputation management.

Fees: Currently, you receive up to three seats in our Franchisee Certification program at no charge under your Initial License Fee, as long as the seats are claimed within the first 180 days after you sign your License Agreement. However, as described in Item 5 and Item 6, we may in the future charge a refundable training fee of up to \$1,000. For franchisees who do not pay an Initial License Fee because they purchase an existing Sylvan Learning Center business, Sylvan may charge a Supplemental Training and Administrative Fee, as described above in Item 5 and Item 6, which would include the cost of the full Initial Training Program (including the Director Certification and the Franchisee Certification). The licensee (you or, if licensee is a corporation, one of its shareholders) must complete the full Initial Training Program within 180 days of signing the License Agreement. We may charge you an extra fee if you wish more than three people to participate in the Franchisee Certification component. If it becomes necessary, after you open your Primary Center, to send a new staff member to participate in our Franchisee Certification component of the Initial Training Program because you are replacing a member of your staff, or if you complete the Initial Training Program after the one-year anniversary of the Effective Date of your License Agreement, we may charge you a reasonable fee for training.

When Offered: We offer our Franchisee Certification component of the Initial Training Program from time to time in connection with new licensees entering into License Agreements and subject to the availability of Sylvan's instructors.

NOTE 3: Optional Trainings Available on SUN

SUN also contains approximately 100 hours of additional single-subject and curriculum trainings. All trainings are self-directed and offered online. There is no additional fee for any of these trainings so long as you are current on payment of your royalty. Our then-current online trainings are available online at all times.

NOTE 4: In-Center Instruction

We may, but are not obligated to, offer trainings to you and your staff on an ad hoc basis at your Center, or at another location we select at our discretion.

NOTE 5: Annual Conferences

At least once every two years, Sylvan will hold an Annual Conference at a location we determine (though we refer to these as "Annual Conferences," we may choose to offer them only every other year). Annual Conferences will last no more than five days. We will determine the topics and agenda for Annual Conferences, which generally include updating our licensees on new developments affecting them and

exchanging information between our licensees and our personnel concerning the operations and programs of Centers. We may charge you a reasonable fee for you and your staff to participate in any Annual Conference, and you must pay all costs and expenses you or your staff who participate incur, including travel and living expenses and wages for you and your staff. The current fee for the Annual Conference is approximately \$800 - \$1,000 and is subject to change from time to time based on Sylvan's costs related to the Annual Conference and in Sylvan's sole discretion.

The purpose of the training programs described in this Item 11 and in Item 15 is to apprise senior Center personnel of Sylvan brand standards, so that the senior personnel may deliver, and train the Center's staff to deliver, consistent, high value service under the "Sylvan" and "SylvanSync" marks from all Sylvan Learning Centers. The training that Sylvan provides to you and to your employees does not constitute employment, direction, or supervision of you or your employees by Sylvan. You shall be fully and solely responsible for all employment actions and decisions related to your employees during training and during their employment in the Licensed Business.

Instructors: Sylvan System and SylvanSync System

Erin Conery is the Senior Director of Training and Communication. She holds a B.A. in Comprehensive English Education from University of Wisconsin–Eau Claire and an M.S. in Instructional Design from Walden University. After working in franchised Sylvan Learning Centers for 3 years, Erin joined the Sylvan Franchise Services team in 2006 and began training SylvanSync in November 2011. Erin has over 20 years of training, teaching, and facilitation experience.

Erin Sumpter is the Manager of Training. Erin holds a B.A. in Education from Miami University (Ohio) and received her M.A. in Special Education from Northern Kentucky University. She recently earned a Graduate Certificate in Instructional Design from the University of Wisconsin–Stout. Erin joined Sylvan University in 2015 and has over 10 years of training experience working for Sylvan franchisees.

Julie Snively is a Training Specialist. Julie holds a B.S. Degree in Elementary Education from Pennsylvania State University. Julie first joined the Sylvan family 18 years ago and has held several positions within the company at both a franchise location and the corporate office. Julie returned to Sylvan in 2017 in her current role. Julie has over 20 years of training experience.

Leslie Poteet is the Vice President of Operations. Leslie holds a B.A. in English from Suffolk University and an M.A. in Classical Studies from Boston University. After working in both company-owned and franchised Centers for 5 years, Leslie joined the Sylvan Franchise Services team in 2011 and began training on contract services and SylvanSync. Leslie has 16 years of training, operations, business development, and product management experience.

Mary Alice Carlson is a Senior Franchise Business Consultant. Mary Alice holds a B.S. in Elementary Education from Montana State University. Mary Alice joined Sylvan in 1997 with 5 years of classroom teaching and training experience. In 2008, Mary Alice joined Franchise Services and began training SylvanSync in December 2011. Mary Alice has over 25 years of training, education, and consulting experience.

Melanie Hadley-Franklin is a Senior Franchise Business Consultant. Melanie holds a B.S. in Education from the University of Wisconsin – Whitewater, as well as certifications in Early Childhood-Elementary Education and Adult Education. After working in franchised Sylvan Learning Centers for 6 years, Melanie joined the Sylvan Franchise Services team in 2003 and began training SylvanSync in November 2011. Melanie has over 20 years of training, teaching, and franchise experience.

Melissa Jungnitsch is a Senior Franchise Business Consultant. Melissa holds a B.S. in Secondary Education from Ferris State University, and received her M.A. in Instructional Design and Technology from Walden University. Melissa joined Sylvan University in 2016 and has over 10 years of training, teaching, coaching, course development, and educational technology experience.

Erica Ford is a Senior Franchise Business Consultant. Erica holds a B.S. in Education from the University of New Mexico, and received her M.A. in Education from Regis University. Erica joined Sylvan University in 2016 and has 15 years of teaching experience and over 5 years of online training experience.

Tashia Hernandez is a Franchise Business Consultant. Tashia holds a B.A. in Sociology from the University of California Los Angeles. After working in franchised Sylvan Learning Centers for 5 years, as both a Center Director and Senior Director of Contract Services, Tashia further developed project management, sales, and education skills with other industry leaders. Tashia joined the Sylvan Franchise Services team in 2021. Tashia has over 10 years of sales, project management, and operations experience.

Tandy Stephens is a Franchise Business Consultant. Tandy holds a B.S. in Mathematics from McMurry University. After working in franchised Sylvan Learning Centers as a Teacher, Director, and Executive Director for 7 years, Tandy further developed her sales and service skills in the EdTech industry. She joined the Sylvan Franchise Services team in 2022. Tandy has 10 years of sales, customer service, and operations experience.

Many other instructors will be involved in training licensees. Many instructors are experts in education generally and Sylvan in particular. They have backgrounds in one or more areas including education, instructional design, technology, marketing, business development, and management.

Additional Programs

Sylvan has developed additional programs and may continue to develop other additional educational programs and packages, such as the Sylvan EDGE Program and the Ace it! Program, which are not part of the Sylvan System or the SylvanSync System. If Sylvan develops additional education programs, Sylvan may, but is not obligated to, offer the additional programs to licensees. These additional programs are optional. In order to participate in the additional programs, you may be required to sign a separate license agreement, pay additional initial and ongoing fees, and satisfactorily complete additional training relating to the program.

ITEM 12: TERRITORY

You will be assigned a protected territory (your “Territory”) by your License Agreement, and you will be licensed to deliver the Sylvan System and SylvanSync System programs and services in your Territory. Using demographic data, Sylvan will work with you to determine the territory boundaries to promote growth of the Licensed Business. A typical territory is an area with a radius of three to five miles, depending upon the density of the population in the territory. However, a territory in a metropolitan area might be much smaller, and a territory in a rural area might be much larger. Each territory is delineated by geographical or political boundaries, latitude and longitude, streets, or an area within a specified radius from an identified point.

We have a Territory Boundary Policy (the “Policy”), which we may modify from time to time. Under our current Policy, each Center and Satellite must be located within your Territory. Each Center should be centrally located within your Territory at a site chosen based upon population density and demographic data. You may not open a Center which is less than one quarter of a mile from any border of your Territory. Sylvan reserves the right to withhold its approval of any Center site proposed to be located less than two miles from your Territory boundary, based solely on the proximity of such proposed Center site to a bordering territory, regardless of whether such bordering territory is licensed by Sylvan at the time of your proposal. Sylvan may allow you to open a Center between one quarter of a mile and two miles inside the border of your Territory if you satisfy the Policy’s then-current population density requirements and other guidelines. If you open a Center close to the boundary of your Territory, you risk that a neighboring franchisee may open another Center similarly close to the same border within its own territory. Sylvan expressly disclaims any and all liability which may result from its approval of multiple Centers located in close proximity to one another. If and when applicable, Sylvan may notify neighboring franchisees of your intention to open a Center within two miles of your Territory border; alternatively, Sylvan may require you

to do the same in writing. You may operate one or more Satellites within your Territory with Sylvan's prior approval, which may offer services in compliance with Sylvan's Confidential Operations Manual in-person or virtually. If Sylvan approves any Satellite location which is less than two miles from your Territory border, Sylvan may notify the appropriate neighboring franchisee or require you to do so in writing. We must approve all locations in advance; you must not commence operations in any Center or Satellite location (including a virtual Satellite) without first obtaining Sylvan's prior written approval. We may make exceptions to the Policy from time to time at our sole discretion.

You may relocate any existing Center within your Territory with our prior written approval, and subject to our then-current Territory Boundary Policy and standards and procedures for approval.

Your license permits you to operate one Primary Center within your Territory. If you desire to open an additional Center in your Territory, you must obtain our written approval and pay us \$1,000 for each additional Center to compensate us for our expenses in site review and plan approval. For all Center openings, we require you to comply with the Territory Boundary Policy described above.

Your Territory is protected, which means that, except as we provide in the License Agreement and in this Item 12, we will not operate or license to others the right to operate a Sylvan Learning Center utilizing the Sylvan System within your Territory so long as your License Agreement remains effective, and you are in compliance with its terms and conditions. We reserve all other rights. As an example, and not a limitation, among other examples, Sylvan may sell, provide, and deliver, directly or through affiliates or third parties, Sylvan System programs pursuant to school system or local, State or Federal government-sponsored or funded contracts or corporate contracts, which require the delivery or performance of Sylvan System services within your Territory. Further, and for the avoidance of doubt, any third-party licensee, franchisee, or a corporate affiliate of Sylvan may provide virtual services to any student, wherever he/she is located, including students who reside within your Territory.

We may sell, operate directly and license and franchise others to sell and use within your Territory under Sylvan's trademarks or under different names or trademarks programs and products that primarily emphasize vocational training and skills in the adult workplace or the delivery of computer-based testing. We may also use the Licensed Marks and other aspects of the Sylvan System in conjunction with activities not contemplated by Sylvan as being conducted solely through Centers; and to offer, distribute, use and/or sell components of the Sylvan System through courses or programs offered and conducted by methods or other channels of distribution or through facilities other than Centers, within your Territory or outside your Territory, including but not limited to: (i) the Internet; (ii) CD-ROM, books, audio or video tapes; (iii) sales for home use by students; or (iv) other concepts currently in existence or as may be developed in the future, for example, through advancements in technology. Sylvan franchisees do not have the right to use other channels of distribution or methods or facilities outside of their territories.

As described in Item 1, our affiliate, SIH is in the process of launching an in-home and online tutoring initiative utilizing the Marketplace Platform developed by Sylvan and SIH. As of the issuance date of this Disclosure Document, SIH is advertising the Marketplace Platform in the District of Columbia Metropolitan area and surrounding Maryland suburbs; Brentwood, California; Irvine, California; Central Colorado; East Central Delaware; Dr. Phillips, Florida; Fort Myers, Florida; Lakeland, Florida; Pompano Beach, Florida; Tampa/St. Petersburg, Florida; Boise, Idaho; Metro-East Illinois; North Chicago, Illinois; Southeast Louisiana; Greater Boston, Massachusetts; Central Maryland; Central Michigan; Northern Michigan; Central Minnesota; Springfield, Missouri; Central Nebraska; Brooklyn, New York; Manhattan, New York; Queens, New York; Columbus, Ohio; Northwest Ohio; Southwest Ohio; Central Oregon; Easton-Allentown, Pennsylvania; Greater Philadelphia, Pennsylvania; Rhode Island; East Dallas, Texas; Houston, Texas; Katy, Texas; Killeen, Texas; South Central Washington State; and Milwaukee, Wisconsin. SIH intends to expand its offerings across the United States in the future, though specific areas have not yet been determined. SIH reserves the right to advertise the Marketplace Platform and allow affiliated tutors to deliver services inside and outside of your Territory. Sylvan currently allows existing franchisees to participate voluntarily in tutoring offerings by SIH and the Marketplace Platform, pursuant to the mySylvan Marketplace+ Franchisee Participation Pilot Agreement, attached as Exhibit G. Sylvan does not guarantee that it will continue to allow franchisees to participate beyond the pilot phase of the program, and Sylvan is

not required to do so. If Sylvan elects to allow participation by franchisees beyond the pilot phase, participation will be optional and governed by a separate product agreement between Sylvan and each participating franchisee. Participation will be subject to certain fees, training, and other requirements, as determined by SIH and Sylvan at their discretion.

We and our affiliates currently operate and may open and operate Centers outside of your Territory. We have the right to license third parties to open and operate Centers outside of your Territory. Also, we may conduct and operate businesses, and offer and sell services, programs, and products, within or outside of your Territory, that do not comprise the Sylvan System and that use the Sylvan, or other, trademarks and names.

We have the right to offer products and services under the “SylvanSync,” “Sylvan EDGE” and/or “Ace it!” brands and marks within your Territory and to license others to do so. We have not done so.

As described above, your territorial protection and exclusivity is limited by certain rights reserved to us or other licensees, regarding the use of and/or offer of the SylvanSync System, Sylvan EDGE Program or Ace it! Program in your Territory. Therefore, you will not receive an exclusive territory regarding the offer of the SylvanSync System, Sylvan EDGE Program, or Ace it! Program products and services. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

However, our rights with respect to the SylvanSync System, the Sylvan EDGE Program, and the Ace it! Program will not affect your territorial rights and exclusivity within your Territory with respect to your operation of the Sylvan Learning Center under your License Agreement.

If you sign the optional Sylvan EDGE Package License Agreement for your Territory, then, during the term of that agreement, so long as you are in material compliance with all of the terms of that agreement and of the Sylvan License Agreement, we will not use, nor license any third party to use, the EDGE Package in your Territory. We may, however, use the Licensed Marks and certain aspects of the Sylvan EDGE Program in conjunction with activities not contemplated by Sylvan as being conducted solely through Centers; and to offer, distribute, use and/or sell components of the Sylvan EDGE Program through courses or programs offered and conducted by methods or other channels of distribution or through facilities other than Centers, within your Territory or outside your Territory, including but not limited to: (i) the Internet; (ii) CD-ROM, books, audio or video tapes; (iii) sales for home use by students; or (iv) other concepts currently in existence or as may be developed in the future, for example, through advancements in technology. Sylvan franchisees do not have the right to use other channels of distribution or methods or facilities outside of their territories.

If you sign the optional Ace it! Tutoring System License Agreement for your Territory, then, during the term of that agreement, so long as you are in material compliance with all of the terms of that agreement and of the Sylvan License Agreement, we will not use, nor license any third party to use, the Ace it! System in your Territory to serve Third-Party Contracts.

You may not promote, market, offer, use, or deliver any portion of Sylvan EDGE Program or the Ace it! Program at or to any location, or to any recipient or device, outside of your Territory. While you may accept inquiries from customers outside of your Territory, you may not sell, offer, or deliver products or services, or conduct operations of the Sylvan EDGE Program or the Ace it! Program outside of your Territory.

As noted above, we and our affiliates may offer certain products and services through other channels of distribution, including through the Internet. If we offer or sell products or services through the channels of distribution, we are not obligated to pay any fees or other compensation to franchisees if sales are made to customers in their territories.

We have not offered SylvanSync, Sylvan EDGE Program or Ace it! Program products or services under Sylvan's marks or under different trademarks or marks to customers within a franchisee's territory.

You must generate at least a certain amount of gross revenues each year in your Licensed Business and pay to Sylvan a Minimum Annual Royalty for each calendar year in order to maintain your rights under the License Agreement. For each calendar year, you are required to generate sufficient gross revenues in your Licensed Business so that the total royalties that you pay to Sylvan for each calendar year, after reductions to and refunds of gross revenues, will total at least the Minimum Annual Royalty. The Minimum Annual Royalty at the Effective Date of your License Agreement is \$32,000, and you must meet this level each year during the initial term and each renewal term of your License Agreement, beginning in the calendar year that follows your Required Open Date stated in the License Agreement. The Required Open Date is typically 180 days after the Effective Date of your License Agreement. If your Required Open Date falls in the second half of the calendar year, your Minimum Annual Royalty for your first year is reduced to \$20,000. If you fail to open a Primary Center by the original Required Open Date, and Sylvan extends the Required Open Date as an accommodation to you, Sylvan reserves the right to enforce the Minimum Annual Royalty requirement as if you had opened the Primary Center on time, according to the original requirement. The Minimum Annual Royalty may be increased for cost-of-living adjustments beginning in the sixth year of the initial term of your License Agreement. See Item 6 for how the cost-of-living adjustment is calculated.

If you do not meet the gross revenue level sufficient for your royalties to us to be at least the Minimum Annual Royalty for a given calendar year, you can cure the first two such failures during a given term of your License Agreement by paying to Sylvan the difference ("Shortfall") between your actual royalty generated and paid, and the Minimum Annual Royalty level. To cure these breaches, you must pay the Shortfall to Sylvan at the same time that your monthly royalty payment is due in the January immediately following the calendar year for which the gross revenue level did not meet the required level.

If you fail more than two times (each a "Subsequent Failure") to generate sufficient gross revenues for your royalty to meet the Minimum Annual Royalty during a given term of your License Agreement, you cannot cure the third or Subsequent Failure through payment. Instead, Sylvan may consider the third and any successive failure to be an incurable material default of your License Agreement, and Sylvan will have the right to terminate your License Agreement after giving you at least 20 days to appeal, but Sylvan has this right only during the six months beginning in the January immediately following the calendar year for which the gross revenue level did not meet the required level. If Sylvan does not terminate your License Agreement during this six-month period, then Sylvan loses the right to terminate your License Agreement for that particular Subsequent Failure, and you are not required to pay any Shortfall for that Subsequent Failure.

You have the right to appeal Sylvan's intended termination of your License Agreement for a Subsequent Failure. See the License Agreement for the full appeals process. If you appeal according to the process described in the License Agreement, the termination is stayed until Sylvan rules on your appeal in writing. To appeal, you must send to Sylvan your appeal in writing within the appeal period that Sylvan sets out to you in writing, and you must commit to paying the Shortfall within 15 days of Sylvan's ruling on your appeal. Sylvan is required to give you at least 20 days to appeal. Sylvan has the right to deny or accept your appeal. If Sylvan accepts your appeal, and you pay the Shortfall to Sylvan within 15 days of Sylvan's ruling on your appeal, then Sylvan will rescind the termination for Subsequent Failure. If Sylvan accepts your appeal, but you do not pay the Shortfall to Sylvan within the 15-day period, then Sylvan may terminate your License Agreement immediately. If you do not appeal, Sylvan may terminate your License Agreement at the end of the appeal period.

You must exercise your best efforts to cultivate and develop and expand the market in your Territory.

During the initial term of your License Agreement, we will not modify your territorial rights, except with your agreement. However, if you are in good standing under your License Agreement, we may choose to give you the option of modifying your Territory in one of two ways. To exercise either of these options, you must pay us the fee specified in the Confidential Operations Manual. We may change the fees stated below from time to time.

Affiliates' Businesses

Certain products or services from our affiliates (including, but not limited to, Buddy's, AF, PSP, Vitamin Shoppe, Badcock Home Furniture, and WNW, see Item 1), whether currently existing, in research and development, or developed in the future, may be distributed in your Territory by our affiliates, or franchisees, licensees or designees of those affiliates, in the manner and through such channels of distribution as we and our affiliates determine at our sole discretion without compensation to you.

Territory Expansion

The first option for modifying your Territory is to expand it. With our approval, you may sign an amendment to your current License Agreement that restates your Territory and describes your additional duties. (The amendment is called the "Amendment to License Agreement for Territory Description," and a copy of this form is attached to this Disclosure Document as Exhibit C.) If we permit you to expand your Territory, you must agree to open and keep open at all times at least two Centers in your Territory within 180 days of the date of executing the Amendment. The fee to exercise this option is specified in the Confidential Operations Manual and may change from time to time. We currently charge \$10,000 for territory expansions. You must sign a then-current form of Sylvan License Agreement to take advantage of this expansion option.

Territory Split

We also offer a second option to modify your Territory. If you are in good standing under your License Agreement and the demographics of your Territory will support two Centers in accordance with our then-current criteria for each Center, you may split your Territory and operate two Centers, one within your original territory and the other within the newly created territory. You must sign our then-current form of Sylvan License Agreement to create the new territory and open the second Center, or create the new territory, commence operations therein, and sell it. The fee to exercise this second option is specified in the Confidential Operations Manual and may change from time to time. We currently charge \$5,000 to split a territory.

If you expand your Territory, we subdivide your newly expanded territory into two sub-territories, each of which is required to have at least one Center. One sub-territory will contain your operating Center. You are required to open a Center in the other sub-territory within 180 days of our agreeing to allow you to expand your Territory. If you fail during that 180-day period to open a Center in the sub-territory that does not have one, or if at any time you abandon a Center (which includes closing a Center for a period of 10 or more consecutive days) without our prior written approval, and the result is that a sub-territory does not have a Center located within it, then the rights to that sub-territory may, at our sole discretion, revert to us. If this happens, your license will be terminated as to the sub-territory that has no Center, and your revised Territory will cover only the sub-territory that has at least one Center located within it. The reduction of your Territory becomes effective upon our providing you written notice and a revised description of your Territory. If you lose a sub-territory, we do not refund the fee that you must pay to expand your Territory.

Except with our consent and to the extent some forms of media advertisement cannot be restricted to your Territory, you may not place advertisements for the Sylvan System in another licensee's territory or in any territory where a Sylvan-owned Center operates. For forms of media advertisement that cannot be restricted to your Territory, you must comply with our guidelines set forth in the Confidential Operations Manual or otherwise in writing.

Optional Programs: Sylvan EDGE Program and Ace it! Program

If you choose to participate in the Sylvan EDGE Program and/or the Ace it! Program, your Territory for those optional programs will be the same as that which is licensed to you under your License Agreement. Under both programs, you will deliver products and services at your Center and at other approved locations within your Territory in accordance with the respective license agreement for each program.

You must generate a minimum amount of gross revenues from the Sylvan EDGE Program for the first full calendar year of the term sufficient to reach and pay to Sylvan a minimum of \$2,100 in royalties; you must generate a minimum amount of gross revenues sufficient to reach and pay to Sylvan a minimum of \$4,200 in royalties for the second calendar year and each subsequent calendar year of the term from the Sylvan EDGE Program, to maintain your rights under the Sylvan EDGE Package License Agreement.

You must generate a minimum amount of gross revenues from the Ace it! Program for each calendar year sufficient to reach and pay to Sylvan a minimum of \$1,200 in royalties for each calendar year to maintain your rights under the Ace it! Tutoring System License Agreement.

These minimum annual royalties are subject to increase for cost of living. See Item 6 for how the cost-of-living adjustments are calculated.

ITEM 13: TRADEMARKS

We grant you the right to operate your facility under the name Sylvan Learning Center. You also may use our other principal trademarks listed below to identify your facility and services provided at your facility. The term “principal trademarks” means primary trademarks, service marks, names, logos, and commercial symbols used to identify the franchise. You will operate your franchise under these primary trademarks and any other name or mark that we designate. You may also use our other current or future marks to identify your franchise, as we designate.

United States Registered Marks

We or our predecessors have registered the following principal trademarks with the United States Patent and Trademark Office (USPTO). All trademarks are registered on the Principal Register unless otherwise indicated:

	Service Mark and/or Trademark	Registration or Service Number	Registration Date or Application Date
1	Sylvan	1,410,891	September 23, 1986
2	SYLVAN INSIGHT	4,227,443	October 16, 2012
3	SylvanSync	4,467,950	January 14, 2014
4	SYLVAN ADVANCED STUDY SKILLS	4,732,189	May 5, 2015
5	SylvanSync	4,756,178	June 16, 2015

	Service Mark and/or Trademark	Registration or Service Number	Registration Date or Application Date
6		5,087,116	November 22, 2016
7		5,142,208	February 14, 2017

We have filed all required affidavits and renewal documentation for all registered marks listed above.

We do not know of any presently effective determinations of the United States Patent and Trademark Office, the trademark trial and appeal board, the trademark administrator of any state or any court, any pending infringement, opposition, or cancellation proceeding or any pending material litigation involving these trademarks which is relevant to their use in any state in which your franchise is to be located.

There are no agreements currently in effect which significantly limit our rights to use or license the use of these trademarks in any manner material to your license.

You must follow our rules when using our trademarks. You cannot represent that you have acquired any ownership rights in any of our trademarks. You cannot infringe upon our trademarks. You also cannot contest or help others to contest the validity of our right to use our trademarks or take any other actions in derogation of our use of these marks. You cannot commit any act causing an incurable tarnishment of our trademarks or the reputation or goodwill associated with the Sylvan System or the SylvanSync System.

You must monitor the use of our trademarks. You must notify us promptly of any claim that we may have as a result of any person's unauthorized attempt to use any of our trademarks. At our request and expense, you must assist us in taking appropriate action to stop these activities. You cannot, however, take any action or incur any expenses on our behalf without our prior written approval. If we defend or prosecute any claims concerning our trademarks, you must sign any documents and take any actions that our legal counsel deems necessary. We shall have the right to any damages, settlement proceeds, or benefit from a third party's infringement, challenge, or claim.

You must operate and advertise your Licensed Business only under the trademarks that we designate. You must use our trademarks only in the manner we prescribe, and you must not use our marks to perform any activity or to incur any obligation that may subject us to liability. You must observe all laws concerning the registration of trade names and assumed names and include in any application for a trade name or assumed name a statement that your use of our trademarks is limited. You must provide us with copies of these applications and other registration documents. You also must observe the requirements for our trademark registrations, including affixing "SM," "TM" or "®" adjacent to all our trademarks and using other appropriate notice of ownership and registration.

We may designate one or more modified or replacement marks for use by our licensees and we may require you to use these different marks. If this happens, you will have 120 days from receipt of notice from us to

make any changes we require in signage or outdoor advertising, and you must pay all costs and expenses associated with the use of the modified or replacement marks. If we require you to change your signage or outdoor advertising more than once during the initial or any extended term of your License Agreement, we will reimburse you the reasonable costs of altering your signage or outdoor advertising.

You are not entitled to any compensation if you lose your right to continue to use our trademarks.

We do not know of any infringing uses of our trademarks which could materially affect your use of our trademarks.

ITEM 14: PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

You must keep our proprietary information confidential and disclose it only to your employees and others affiliated with your Center who have a need to know the information and who have signed employee nondisclosure agreements (see Item 15).

If we decide to add, modify, or discontinue the use of an item or process covered by a patent or copyright, you must also do so. This might result in additional costs to you.

You do not receive the right to use any item covered by a patent related to the Sylvan System. You may use the proprietary information in our Confidential Manuals, instructional materials, SylvanSync Software, Sylvan Insight Assessment Suite, Hub software, STS/SAAS software, EdAdmin, and other software that we may make available. Sylvan has not filed an application for a copyright registration for any of these materials, however, we claim copyrights on these materials, and they are proprietary. We may charge you a fee for licensing and support of Hub, STS/SAAS, EdAdmin, and other software.

You also receive the right to use the methods and equipment utilizing processes that are the subject of the pending and issued patents that are described in the table below. We hold licenses from the patent owners to use and to license others to use each of the processes below through December 31, 2030. All applications and patents are owned by Learning System of the Future, LLC ("LSF"), an affiliate company of Sylvan, unless another owner is identified below. LSF holds a license from the owners of the other applications and patents to use and to license others to use them. Patent-owner Laureate Education, Inc. operates businesses that concern international education in the college and post-secondary sectors.

Our right to use or license these patents is not materially limited by any agreement or known infringing use. There are no currently effective determinations of the United States Copyright Office or any court, nor any pending litigation or other proceedings, regarding any copyrighted materials or patents.

You must tell us immediately if you learn about an infringement or challenge to our use or license of any of these patents. We will take action that we think is appropriate. The License Agreement does not address patent infringement claims; however, we intend to protect the patent rights and to defend you against infringement claims arising from your use of patented items in accordance with our standards and specifications. You must also agree not to contest our interest in these or our other trade secrets.

[See next page for chart of patents]

Pending Patent Applications

U.S. Patent Application Number	Date Filed	Type	Application Title	Brief Description
PCT/US2012/046230	07/11/2011	Software Utility	Methods and Apparatus for Sharing a Tablet Computer During a Learning Session	Filed by LSF, LLC. Methods and apparatus for displaying data on a multi-user display device in two different orientations, each with respect to a different user. Which subset of the data is displayed to which user is based at least in part on identifying information associated with each user.
PCT/US2012/046232	07/11/2011	Software Utility	Methods and Apparatus for Scoring a Learning Session	Filed by LSF, LLC. Methods for scoring a learning session including a plurality of problems for a student include one or more of: (i) the teacher evaluating the correctness of the student's answers and determining the score or grade earned by the student, (ii) the teacher evaluating the correctness of the student's answers and the system assisting in determining the score or grade earned by the student, and (iii) the system automatically evaluating the correctness of the student's answers and computing the score or grade earned by the student.
US2013/0311872 A1	5/17/2012 (assigned to a corporate affiliate of Sylvan 1/26/2016 and recorded 8/13/2019)	Software Utility	Aggregating Missing Bibliographic Information in a Collaborative Environment.	Techniques are provided which aggregate user selected content using a browser extension. A user may select content displayed in a web browser. The selected content may be captured, and the corresponding bibliographic information may be extracted by the browser extension. The user may input notes relating to the selected content. The selected content, bibliographic information and notes may be transmitted by the browser extension to one or more servers for storage, and may be associated with a user project entry. A subset of the bibliographic information may be presented to the user in accordance with a user selected bibliographic format.

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

Your Center must at all times meet franchisee management, educational staffing, and certification requirements. Our Confidential Operations Manual provides the details of our Center franchisee management, educational staffing, and certification requirements. These requirements are subject to change from time to time.

Franchisee Management Requirement

Sylvan does not permit absentee ownership by the franchisee. To satisfy the management requirement, you must be fully involved in the operation of your Center(s). The Sylvan business model requires that the franchisee provide hands-on leadership, oversight, and support to employees who provide services to customers. If the franchisee entity is a partnership, corporation, or other business entity, at least one of the owners must be designated to fulfill the management requirement. We refer to this individual as your “Managing Principal.” At all times, at least one owner shall be fully involved as the Managing Principal in whichever full-time role benefits the business most.

An individual owner/franchisee is not required to fill the role of Director, but you may do so. It is common for franchisees to hire a Director to manage the day-to-day operations of the Center so that the Managing Principal can take on business growth responsibilities, such as community involvement, fiscal management, local marketing, and awareness building of the brand. It is required that all Managing Principals complete Franchisee Certification training, as well as Director Certification training, and Managing Principals who do not serve as Directors should be prepared to step in to mitigate risk in the event of staff turnover in such key position. In addition, Managing Principals must be fully engaged with representatives from the Sylvan Corporate staff; this includes, without limitation, regular and ongoing communication with the Franchise Business Consultant, participation in training activities, and attendance at Town Hall calls.

If an owner retains another business interest or full-time job, Sylvan may require that a Director or other key staff member in the business be added as an owner in the License Agreement to fulfill the Managing Principal role.

Educational Staffing and Certification Requirements

Each of your Centers must have at least one primary Center Director on an ongoing basis once you begin to offer services. The Center Director is not required to have an ownership interest in the Center. A Center with more than 100 students enrolled in mandatory programs also must have a second Director (either a Director of Education, or a second Center Director) or a lead teacher or program manager.

The primary Center Director must work full-time in the Center. The other Director(s), lead teachers, and program managers may be full-time or part-time.

You may be a Director, but you are not required to be a Director. You are required to complete the Director Certification Curriculum regardless of whether you plan to act as a Director.

An individual may not serve as Center Director for more than one brick-and-mortar Center location. Directors of Education may be the Director of Education in multiple Centers and Satellites.

All Directors must be Director-certified within six months of starting to work at your Center. In addition, each teacher that delivers SylvanSync must have an effective SylvanSync Certification. Sylvan will provide Director Certification to Directors who meet the following criteria:

Director of Education
State or provincial teaching certification
Demonstrates mastery of the educational skills necessary to administer diagnostic tests and individualized learning progressions
Satisfactorily completed Sylvan's required training on Sylvan and SylvanSync with a material mastery score of 80% or better
A four-year post-secondary degree is recommended

Center Director
Demonstrates appropriate business management skills
Satisfactorily completed Sylvan's required training with a material mastery score of 80% or better

Center Certification Requirements

Your Center must have all of the following Certifications in effect from the time you begin to operate:

- 1) **Sylvan Franchisee Certification.** Sylvan will confer this Certification on a Center if the licensee (or, if the licensee is a corporation, at least one of its shareholders) has successfully completed Sylvan's Franchisee Certification curriculum.
- 2) **Sylvan Director Certification.** Sylvan will confer this Certification on a Center if licensee (or, if licensee is a corporation, at least one of its shareholders) has successfully completed Sylvan's Director Certification curriculum.
- 3) **STAR Assessment Certification.** Sylvan will confer this Certification on a Center if all Directors and staff who deliver assessments have successfully completed Sylvan's required Assessment Training and passed the associated online assessments.

The details of each of the learning paths and Certification assessments are described in our Confidential Operations Manual. These requirements are subject to change from time to time at Sylvan's discretion.

Required Operating Hours

To promote a consistent customer experience among Centers in the System, each of your Centers must be open during all operating hours we designate.

Your Center must be open and fully staffed for instruction for at least three consecutive hours per day, at least five days per week, of which one day must be a weekend day. These are the "Minimum Instructional Hours" during the term of the License Agreement. Sylvan makes no guarantee that the Minimum Instructional Hours will result in any minimum performance, revenue, or outcome for the Licensed Business. We recommend that most Centers be open and operating for longer than the Minimum Instructional Hours, and be available to serve the needs and desires of the students and the families in your Territory, but we cannot require you to do so.

Telephone, Web, and Email Response Times

All telephone calls to your Licensed Business must be answered by a live person during the period from 8:00 a.m. to 8:00 p.m. local time during at least six days of each calendar week. The live person answering must be either a member of your staff, or a person who works through an answering service or contact center that you hire.

You must ensure that all web and email inquiries to the Licensed Business are responded to in an appropriately personalized and courteous manner within one business day but in no event longer than two calendar days and via the communications channel(s) that Sylvan reasonably designates in the Confidential

Operations Manual from time to time. These communication channels may be email, voice/telephone, or some other channel. You must maintain at your expense a telephone answering function that is active during all times when the Licensed Business is closed. On this answering function, you must use the outgoing message we designate in the Confidential Operations Manual or otherwise in writing.

During any period where your Licensed Business is operating without someone meeting our management or educational services certification requirements, we may enter and manage or offer educational services at your Licensed Business on an interim basis and in return for a reasonable management fee.

Sylvan may from time to time offer a Contact Center Program. Sylvan currently has in place a Contact Center Program, and Sylvan has partnered with a third-party vendor to offer contact center services to franchisees. As of the issuance date of this Disclosure Document, new franchisees are required to participate the Contact Center Program for the first twelve months of their Primary Center's operation (from the date the Center opens for business until the first anniversary of that date). See Item 6 and Item 7 for more information concerning fees charged by Sylvan in connection with the Contact Center Program. Franchisees who participate in the Contact Center Program are exempt from the telephone, web, and email response times required above.

You must execute nondisclosure agreements with all employees and managers at your Center who have or could have access to our proprietary material to maintain the confidentiality of the proprietary information described in Item 14. We will be a third-party beneficiary of these nondisclosure agreements and must approve them in writing. You cannot modify or terminate these agreements without our prior written consent.

You, and if you are a corporation, your directors, officers, and shareholders, must not, during the term of the License Agreement, engage as an owner, operator, or manager in any educational business except your Center. For your noncompetition requirements after termination or expiration of your License Agreement, see Item 17.

The minimum staffing requirements and the hours of operation described in the License Agreement and Confidential Operations Manuals have been established exclusively for the purpose of preserving Sylvan's brand standards. You will have sole authority and discretion regarding all employment matters pertaining to your personnel, including, without limitation, hiring, firing, discipline, promotion, compensation, benefits. And scheduling. Those decisions and actions are yours to make, as the independent owner and operator of your Licensed Business, and such decisions and actions will not be, nor be deemed to be, a decision or action of ours, even if we provide any advice or recommendations on any issue.

ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

The courses of instruction and services that you may offer in your Licensed Business are limited to (1) the educational programs we license to you pursuant to the License Agreement; and (2) any other programs that we specifically approve in writing. You are not required to offer all of the educational programs we license, but you are required to offer those indicated as mandatory in this document, in the Confidential Manuals, or otherwise in writing. We have the right to change the types of programs (or other goods and services) that you are authorized to sell at the Center during the term of the License Agreement, and there are no contractual limitations on this right.

The License Agreement prohibits persons closely connected with your Licensed Business from engaging in any type of notorious behavior that would tend to bring the reputation of your Licensed Business or Sylvan's instructional techniques into disrepute. By implication, this could prohibit those persons from selling certain types of goods or services or could restrict them from publicly dealing with certain classes of businesses or individuals.

We impose no other restrictions that restrict either the goods or services you may offer or the customers to whom you may sell.

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 LICENSE AGREEMENT	SUMMARY
a.	Term of the License Agreement	Section 10.1	Term is 10 years.
b.	Renewal or Extension of Term	Sections 10.2 and 10.3	If you are not in default under the License Agreement, have complied with its terms, and can continue to occupy your facility, you can renew for unlimited successive additional terms of 10 years each. A month-to-month renewal is also possible, subject to 30 days' notice of termination by you or Sylvan.
c.	Requirements to Renew or Extend	Section 10.2	Comply with terms and conditions for granting renewals at that time, including notice at least 180 days before expiration, executing a general release, never failing during last three years of term to timely cure a curable default, never committing an incurable material default, executing Sylvan's then-current License Agreement (provided that if the monthly royalty fees in Sylvan's then-current License Agreement are less favorable than those in your current License Agreement, you may retain the monthly royalty fees set forth in your current License Agreement), and modernizing your Center. When renewing, you may be asked to sign a contract with materially different terms and conditions than your original contract.
d.	Termination by You	Section 11.5	You may terminate the License Agreement for any reason upon 120 days' notice. This provision is subject to state law.
e.	Termination by Sylvan— Without Cause	Not applicable	
f.	Termination by Sylvan— With Cause	Section 11.1	Sylvan may terminate only for cause following incurable material breach or failure to cure a curable default.

	PROVISION	SECTION IN LICENSE AGREEMENT	SUMMARY
g.	"Cause" Defined— Curable Defaults	Section 11.2	You have at least 10 days to cure nonpayment of financial obligations and at least 30 days to cure non-monetary defaults that are curable. Curable defaults include noncompliance with any law or regulation, or breach of the License Agreement or Confidential Manuals, including failure to pay obligations or provide reports when due, first two failures during a term to achieve gross revenues sufficient to achieve the Minimum Annual Royalty, offering unapproved programs, making unapproved guarantees of results of study programs, not providing adequately trained instructors, notorious behavior, absentee management, improper advertising, failure to open your Center on time and failure to maintain insurance.
h.	"Cause" Defined— Incurable Defaults	Section 11.3	Non-curable defaults include insolvency or bankruptcy, violation of transfer and assignment provisions, repeated breaches even if cured, violation of confidentiality provisions, criminal charge or conviction or harm to Sylvan's reputation, abandonment, maintaining books and records or submitting reports which are in Sylvan's reasonable judgment intentionally false, submitting reports which underestimate gross revenues or are otherwise substantially incorrect (and are not corrected by you before Sylvan gives you written notice), third and subsequent failures during a term to generate gross revenues sufficient to achieve the Minimum Annual Royalty (if you do not appeal or if Sylvan declines your appeal), breaching the terms of the License Agreement four or more times in a twelve-month period, and failure to attend two out of three mandatory regional or annual conferences.
i.	Your Post-Termination Obligations	Section 12	Obligations include complete de-identification with Sylvan, payment of all amounts due, return of Confidential Manuals and other property of Sylvan, transfer of all telephone numbers, email addresses, social media accounts, Internet domain names and the like, and advertisements, removal of all signs indicating a connection with Sylvan, settlement of outstanding contracts with customers, and may, in the event of breach, require payment of liquidated damages (see Item 6).
j.	Assignment of Contract by Sylvan	Section 9.1	Sylvan may transfer its interest to any party that agrees to assume its obligations under the License Agreement.

	PROVISION	SECTION IN LICENSE AGREEMENT	SUMMARY
k.	Transfer by You	Section 9.2	Includes sale, assignment, transfer, conveyance, give away, pledge, mortgage, or other encumbrance of any interest in your License Agreement or that reduces the ownership share of your initial principals to less than 51%.
L.	Sylvan's Approval of Transfers	Section 9.3	Sylvan must give its prior written approval of all transfers. Sylvan will not unreasonably withhold its approval.
m.	Conditions for Sylvan's Approval of Transfer	Section 9.3	Your obligations to Sylvan fully satisfied, current Disclosure Document provided to and executed by new franchisee, transfer fee of \$6,000 (\$3,000 if transfer is to existing franchisee) paid, general release signed, new franchisee travels to Sylvan headquarters and qualifies, transferee's obligations to Sylvan fully satisfied, quality review of Center by Sylvan, if required, and any deficiencies corrected, new franchisee completes training and, if required by Sylvan, executes a new License Agreement (also see I below).
n.	Sylvan's Right of First Refusal to Acquire Business	Section 9.6	Sylvan has right of first refusal to purchase any interest in the sale or transfer of your License Agreement on the same or better terms as those offered by a third party. This right of first refusal does not apply to a transfer to (i) any existing holder of a minority interest in licensee which results in the transferee continuing to hold a minority interest in licensee or (ii) an heir of the first degree of licensee or the holder of a majority interest in licensee (to be exercised only once).
o.	Sylvan's Option to Purchase Business	Not applicable	
p.	Your Death or Disability	Section 9.5	Upon death or incapacity of anyone upon whose skill and experience Sylvan relied in granting the franchise, Sylvan may assist you or your heirs in providing a substitute to assume control of your Center. Sylvan may manage your Center on interim basis for compensation. Your heirs may transfer License Agreement on same terms you could.
q.	Non-Competition Covenants— During Term	Section 12.5.1	No involvement in any educational business by you or, if you are a corporation, by your shareholders.

	PROVISION	SECTION IN LICENSE AGREEMENT	SUMMARY
r.	Non-Competition Covenants—Post-Termination	Section 12.5.2	No involvement in competing educational business for two years in your Territory or within 50 miles of it, or within 25 miles of any other Center, by you or, if you are a corporation, by your shareholders.
s.	Modification of Agreement	Sections 1.8.1, 1.8.2, 1.8.3, 2.1.1, 7.9.3, 8.1.1, 25, and 26.10	No amendments or modifications to License Agreement except by mutual writing. Sylvan standards, policies, and Confidential Manuals subject to change.
t.	Integration/ Merger	Section 26.9	Only the terms of the License Agreement are binding (subject to state law). Any representations or promises made outside of the Disclosure Document and License Agreement may not be enforceable.
u.	Dispute Resolution	Section 7.9.4	Disputes concerning Center remodeling will be resolved through arbitration. All other disputes will be resolved through litigation. This provision is subject to state law.
v.	Choice of Forum	Section 20	Under the License Agreement, if you sue Sylvan, litigation must be in Maryland, and if Sylvan sues you, litigation must be in the state of your Territory. Please see, however, any requirements of local law in Exhibit P to this Disclosure Document. This provision is subject to state law.
w.	Choice of Law	Section 20	Under the License Agreement, Maryland law applies. Please see, however, any requirements of local law in Exhibit P to this Disclosure Document. This provision is subject to state law.

Our right to terminate your License Agreement in the event of your bankruptcy may be restricted by federal bankruptcy law (11 U.S.C. Section 101 et seq.).

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the franchise related to the claim is sold.

ITEM 18: PUBLIC FIGURES

Sylvan does not use any public figures to promote our franchise.

ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential 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.

With respect to the Sylvan System, as of December 31, 2022, Sylvan had 429 licensed territories in the United States, including a total of 468 Centers, which provided revenue reports to us. Of these, 340 licensed territories operated continuously during the 24 calendar months of 2021 and 2022 under the same or similar form of joint Sylvan and SylvanSync License Agreement which is referenced by and included in this Disclosure Document. This Item 19 does not include revenue from any licensed territory which operated during 2021 or 2022 pursuant to an earlier form of License Agreement which did not include the SylvanSync System offering; all 340 territories that are the subject of this Item 19 used SylvanSync in 2022. This Item 19 also does not include revenue from any territories that closed or opened during 2021 or 2022, and therefore were not open for the full 24 months of 2021 and 2022. See Item 20 for openings, closings, and other unit changes during each of 2020, 2021, and 2022.

The Table below sets forth certain historic performance information for United States licensed territories that operated continuously throughout the 24 calendar months of 2021 and 2022 pursuant to a joint Sylvan and SylvanSync License Agreement. All such licensed territories are included in the following calculations. The term “licensee” as used in this Item 19 refers to a person or entity that entered into a joint Sylvan and SylvanSync License Agreement. The financial performance of company-owned territories is not included. The figures included in this Item 19 have not been audited.

Table: 2022 Sylvan Territory Gross Revenues by Quartile

This Table reflects the total gross revenues from the Sylvan businesses in the 340 reporting territories for 2022. The Table divides the group into quartiles, based upon gross revenue by territory. In addition, the Table reflects the gross revenues for each of the top 10 territories within each quartile, as well as the bottom 10 territories within each quartile.

Top 25% of Territories by Gross Revenue	Mid-Upper 25% of Territories by Gross Revenue	Mid-Lower 25% of Territories by Gross Revenue	Bottom 25% of Territories by Gross Revenue
Category Average Gross Revenues			
\$842,462 ¹	\$421,676 ²	\$279,474 ³	\$162,167 ⁴
Category Median Gross Revenues			
\$690,669 ⁵	\$426,547 ⁶	\$280,643 ⁷	\$169,383 ⁸
Gross Receipts of the Top 10 Territories in Each Quartile			
\$2,132,612	\$520,066	\$330,946	\$226,570
\$1,873,125	\$518,743	\$330,037	\$224,321
\$1,755,750	\$516,476	\$323,756	\$222,681
\$1,596,893	\$514,905	\$322,089	\$220,901
\$1,568,989	\$514,848	\$321,978	\$218,998
\$1,553,304	\$492,024	\$318,544	\$218,569
\$1,499,768	\$491,710	\$317,454	\$217,733
\$1,416,151	\$488,874	\$317,421	\$215,191
\$1,234,683	\$488,645	\$315,960	\$213,576
\$1,216,371	\$488,139	\$314,743	\$211,046
Gross Receipts of the Bottom 10 Territories in Each Quartile			
\$564,104	\$348,882	\$239,049	\$98,787
\$562,231	\$347,644	\$239,043	\$96,928
\$562,160	\$346,268	\$237,906	\$96,170

Top 25% of Territories by Gross Revenue	Mid-Upper 25% of Territories by Gross Revenue	Mid-Lower 25% of Territories by Gross Revenue	Bottom 25% of Territories by Gross Revenue
\$549,718	\$346,041	\$237,888	\$91,798
\$548,676	\$345,579	\$237,767	\$87,801
\$546,090	\$344,323	\$235,604	\$75,021
\$535,287	\$342,924	\$235,201	\$63,872
\$522,839	\$341,941	\$232,821	\$53,358
\$521,984	\$336,542	\$232,290	\$35,710
\$521,578	\$335,549	\$228,363	\$32,039

Notes to Table:

1. Of the 85 territories in this group, 30 territories, or 35% of this group, met or exceeded the group's average gross revenue of \$842,462.
2. Of the 85 territories in this group, 45 territories, or 53% of this group, met or exceeded the group's average gross revenue of \$421,676.
3. Of the 85 territories in this group, 40 territories, or 47% of this group, met or exceeded the group's average gross revenue of \$279,474.
4. Of the 85 territories in this group, 47 territories, or 55% of this group, met or exceeded the group's average gross revenue of \$162,167.
5. Of the 85 territories in this group, the median gross revenue was \$690,669, and the highest and lowest numbers in the range were \$2,132,612 and \$521,578, respectively.
6. Of the 85 territories in this group, the median gross revenue was \$426,547, and the highest and lowest numbers in the range were \$520,066 and \$335,549, respectively.
7. Of the 85 territories in this group, the median gross revenue was \$280,643, and the highest and lowest numbers in the range were \$330,946 and \$228,363, respectively.
8. Of the 85 territories in this group, the median gross revenue was \$169,383, and the highest and lowest numbers in the range were \$226,570 and \$32,039, respectively.
9. Gross revenue numbers in this Table include Sylvan System and SylvanSync System gross revenues, as well as Sylvan EDGE gross revenues and Ace it! gross revenues, if any, for the given territory. Not all franchisees delivered the Sylvan EDGE Program, which is optional. System-wide Sylvan EDGE Program gross revenues in 2022, as reported by franchisees, were \$2,425,519. Sylvan offered the Ace it! Program as a separate franchise opportunity from January 2006 until January 2016; Sylvan began to offer the Ace it! Program as an optional product license in 2016. Not all franchisees delivered the Ace it! Program, which is optional. System-wide Ace it! Program gross revenues in 2022, as reported by franchisees, were \$5,979,838.
10. Of the 340 total territories included, 91% operated 1 Center within the territory, and 99% operated 1 or 2 Centers within the territory.
11. Some licensed territories operated Satellites in the territory as part of the Licensed Business during this period. Satellites are optional. As described in Item 1, a "Satellite" may operate from one or more additional short-term or permanent locations in its territory, such as community centers, libraries, schools, and short-term and/or small retail locations. Satellites typically do not offer the full range of Sylvan programs. Generally, licensed territories which operate one or more Satellites generate more revenue than those which operate only one Center. You are not required to operate any Satellite in your Territory.

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

Sylvan offered substantially the same services to all of the 340 licensed territories included in the foregoing tables and substantially all of the licensed territories offered the same instructional services in reading, math, study skills, writing, and SAT/ACT test prep.

Some licensees open and operate more than one Center in their territory. Some licensees open and operate one or more Satellites in their territory.

You are urged to speak to existing licensees about their individual experiences. A list of our existing licensees can be found in Exhibit I. When you speak with existing licensees, you may want to ask them how the following factors have impacted their businesses:

- the licensee's knowledge of its local market;
- the amount and effectiveness of local marketing;
- the educational performance of the students to whom services are provided;
- the telemarketing skills of Center personnel in dealing with inquiries from prospective clients;
- the personal sales skills of Center personnel;
- the size and operating hours of the Center;
- the level of service provided by Center personnel;
- the level of staffing in each Center;
- the amount of local school contract services provided in the Center or Centers in the territory;
- the use of consumer loans by customers to finance the services to be provided;
- the presence in the market of other learning centers and tutors;
- the demographics of the territory;
- the location and appearance of the Center or Centers in the territory;
- the licensee's standing in the community and relationships with local schools;
- the reputation of the business in the community; and
- the number of Centers and Satellites in the territory.

We do not require our licensees to report fixed and variable expenses, and accordingly, we cannot estimate the average "break-even" sales volume of the reporting territories. We expect that our licensees' fixed and variable expenses vary widely from territory to territory. As a result, even if your gross revenues are similar to the 2022 average or median revenues reported by our licensees, there is no guarantee that your Territory will be profitable. The data received from reporting territories was accumulated using a uniform method that included direct reports to us by licensees. We have not independently verified the figures given by licensees. We do not require our licensees to utilize a uniform accounting method and therefore cannot confirm whether their revenue figures were compiled in accordance with generally accepted accounting principles.

Written substantiation for the financial performance representations in this Item will be made available to you upon your reasonable request; however, we will not disclose the identity of any specific licensee or the location of the territories in any category.

We do not make any representations about the future performance of any franchisee's territory or any company-owned territory.

You are urged to consult with appropriate financial, business, and legal advisors and existing Sylvan franchisees in connection with the use of any of the information contained in this Item 19.

Other than the preceding financial performance representation in this Item 19, Sylvan does not make any financial performance representations. We also do not authorize our employees or representatives to make

any such representations either orally or in writing. If you are purchasing an operating business in an existing territory, however, the selling franchisee and/or we may provide you with the actual records of that territory. If you are buying an operating business in an existing territory from a selling franchisee and the selling franchisee makes financial performance representations, such financial performance representations are those of the selling franchisee and not of Sylvan. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Kate McComiskey, General Counsel and Secretary, Sylvan Learning, LLC, 4 North Park Drive, Hunt Valley, Maryland 21030 and (410) 843-8000, the FTC, and the appropriate state regulatory agencies.

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ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

**Systemwide Outlet Summary
For Years 2020 to 2022**

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the end of the Year	Column 5 Net Change
Franchise	2020	485	466	-19
	2021	466	474	+8
	2022	474	468	-6
Corporate	2020	7	6	-1
	2021	6	6	0
	2022	6	5	-1
Total	2020	492	472	-20
	2021	472	480	+8
	2022	480	473	-7

Table No. 2

**Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor)
For Years 2020 to 2022**

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Arkansas	2020	1
	2021	0
	2022	0
California	2020	2
	2021	5
	2022	3
Colorado	2020	0
	2021	0
	2022	2
Florida	2020	1
	2021	3
	2022	1

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Georgia	2020	0
	2021	1
	2022	0
Illinois	2020	2
	2021	0
	2022	0
Kansas	2020	0
	2021	5
	2022	0
Louisiana	2020	1
	2021	0
	2022	0
Michigan	2020	0
	2021	4
	2022	0
Mississippi	2020	0
	2021	1
	2022	0
Missouri	2020	2
	2021	0
	2022	0
New Jersey	2020	0
	2021	0
	2022	1
New York	2020	1
	2021	0
	2022	0
North Carolina	2020	2
	2021	0
	2022	1
Ohio	2020	1
	2021	0
	2022	10
Pennsylvania	2020	1

Column 1 State	Column 2 Year	Column 3 Number of Transfers
	2021	1
	2022	2
Texas	2020	13
	2021	6
	2022	8
Utah	2020	0
	2021	0
	2022	5
Vermont	2020	1
	2021	0
	2022	0
Virginia	2020	1
	2021	0
	2022	0
Washington	2020	2
	2021	0
	2022	2
Total	2020	31
	2021	26
	2022	35

Table No. 3

**Status of Franchised Outlets
For Years 2020 to 2022**

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Termina- tions	Column 6 Non- Renewals	Column 7 Reacquired By Franchisor	Column 8 Ceased Operations- Other Reasons	Column 9 Outlets at End of the Year
Alabama	2020	7	0	0	0	0	0	7
	2021	7	0	0	0	0	1	6
	2022	6	0	0	0	0	1	5
Alaska	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Termina- tions	Column 6 Non- Renewals	Column 7 Reacquired By Franchisor	Column 8 Ceased Operations- Other Reasons	Column 9 Outlets at End of the Year
Arizona	2020	7	0	0	0	0	0	7
	2021	7	1	0	0	0	0	8
	2022	8	0	0	0	0	0	8
Arkansas	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	1	2
California	2020	58	3	0	0	0	6	55
	2021	55	4	0	0	0	1	58
	2022	58	2	0	0	0	1	59
Colorado	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Connecticut	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	1	3
Delaware	2020	1	1	0	0	0	0	2
	2021	2	1	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Florida	2020	37	0	0	0	0	3	34
	2021	34	2	0	0	0	4	32
	2022	32	3	0	0	0	2	33
Georgia	2020	10	0	0	0	0	3	7
	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
Hawaii	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Idaho	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Illinois	2020	24	2	0	0	0	6	20
	2021	20	1	0	0	0	0	21
	2022	21	0	0	0	0	2	19
Indiana	2020	16	0	0	0	0	0	16

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Termina- tions	Column 6 Non- Renewals	Column 7 Reacquired By Franchisor	Column 8 Ceased Operations- Other Reasons	Column 9 Outlets at End of the Year
Iowa	2021	16	0	0	0	0	1	15
	2022	15	0	0	0	0	0	15
	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Kansas	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
Kentucky	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	1	3
	2022	3	0	0	0	0	0	3
Louisiana	2020	13	0	0	0	0	1	13
	2021	13	0	0	0	0	2	11
	2022	11	0	0	0	0	2	9
Maryland	2020	2	0	0	0	0	2	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Massachusetts	2020	4	1	0	0	0	0	5
	2021	5	0	0	0	0	1	4
	2022	4	0	0	0	0	0	4
Michigan	2020	20	0	0	0	0	1	20
	2021	20	0	0	0	0	0	20
	2022	20	0	0	0	0	0	20
Minnesota	2020	11	0	0	0	0	0	11
	2021	11	0	0	0	0	0	11
	2022	11	2	0	0	0	0	13
Mississippi	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
Missouri	2020	9	0	0	0	0	2	9
	2021	9	2	0	0	0	1	10
	2022	10	0	0	0	0	1	9
Montana	2020	4	0	0	0	0	1	3
	2021	3	0	0	0	0	0	3

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Termina- tions	Column 6 Non- Renewals	Column 7 Reacquired By Franchisor	Column 8 Ceased Operations- Other Reasons	Column 9 Outlets at End of the Year
	2022	3	0	0	0	0	0	3
Nebraska	2020	3	0	0	0	0	1	3
	2021	3	0	0	0	0	0	3
	2022	3	1	0	0	0	0	4
Nevada	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	2	0	0	0	0	4
New Hampshire	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
New Jersey	2020	10	0	0	0	0	1	9
	2021	9	2	0	0	0	0	11
	2022	11	0	0	0	0	1	10
New Mexico	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	1	0	0	0	0	4
New York	2020	17	1	0	0	0	2	16
	2021	16	0	0	0	0	1	15
	2022	15	1	0	0	0	2	14
North Carolina	2020	25	0	0	0	0	0	25
	2021	25	0	0	0	0	0	25
	2022	25	2	0	0	0	0	27
North Dakota	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Ohio	2020	19	0	0	0	0	2	17
	2021	17	0	0	0	0	0	17
	2022	17	0	0	0	0	0	17
Oklahoma	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	1	4
Oregon	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	1	4

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Termina- tions	Column 6 Non- Renewals	Column 7 Reacquired By Franchisor	Column 8 Ceased Operations- Other Reasons	Column 9 Outlets at End of the Year
Pennsylvania	2020	8	2	0	0	0	0	10
	2021	10	1	0	0	0	0	11
	2022	11	0	0	0	0	1	10
Rhode Island	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
South Carolina	2020	7	0	0	0	0	0	7
	2021	7	1	0	0	0	0	8
	2022	8	0	0	0	0	0	8
South Dakota	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Tennessee	2020	8	0	0	0	0	1	7
	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
Texas	2020	58	3	0	0	0	3	58
	2021	58	6	0	0	0	0	64
	2022	64	3	0	0	0	2	65
Utah	2020	7	0	0	0	0	0	7
	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	1	6
Vermont	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Virginia	2020	14	0	0	0	0	0	14
	2021	14	1	0	0	0	2	13
	2022	13	0	0	0	0	1	12
Washington	2020	26	0	0	0	0	2	24
	2021	24	0	0	0	0	0	24
	2022	24	0	0	0	0	3	21
West Virginia	2020	1	0	0	0	0	1	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Termina- tions	Column 6 Non- Renewals	Column 7 Reacquired By Franchisor	Column 8 Ceased Operations- Other Reasons	Column 9 Outlets at End of the Year
Wisconsin	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Wyoming	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Total	2020	485	14	0	0	0	33	466
	2021	466	23	0	0	0	15	474
	2022	474	18	0	0	0	24	468

* If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

Table No. 4

**Status of Company-Owned Outlets
For Years 2020 to 2022**

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisees	Column 6 Outlets Closed	Column 7 Outlets Sold To Franchisees	Column 8 Outlets at End of the Year
Maryland	2020	5	0	0	0	0	5
	2021	5	0	0	0	0	5
	2022	5	0	0	0	0	5
Massachusetts	2020	1	0	0	0	1	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
New York	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	1	0	0
Total	2020	7	0	0	0	1	6
	2021	6	0	0	0	0	6
	2022	6	0	0	1	0	5

Table No. 5

Projected Openings as of December 31, 2022

Column 1 State	Column 2 License Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlets In the Next Fiscal Year (2023)	Column 4 Projected New Company-Owned Outlets In the Next Fiscal Year (2023)
Alabama	1	1	0
California	3	3	0
Florida	2	2	0
Georgia	2	2	0
Minnesota	1	1	0
Mississippi	1	1	0
New Jersey	2	1	0
Ohio	1	1	0
Oregon	1	1	0
Texas	4	4	0
West Virginia	1	0	0
Total	19	17	0

Exhibit I lists the name, address, telephone number and email address of all current Sylvan franchisees for each of their outlets as of March 15, 2023.

Exhibit J lists the name, city, state and current business telephone number (or if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business during the most recently completed fiscal year or who has not communicated with Sylvan within 10 weeks of December 31, 2022. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experiences, financings, and other matters with Sylvan. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate fully with you. Over the last three years, approximately three former franchisees signed agreements that included a confidentiality clause restricting disclosure of the terms and conditions of their agreements with Sylvan and other matters.

Current franchisees may receive a referral bonus for referring a potential franchisee candidate to Sylvan; such bonuses, if awarded at all, are granted regardless of whether the referred potential candidate purchases a franchise and becomes a Sylvan franchisee. In addition, current franchisees may participate in conference calls with prospective franchisee candidates to discuss the opportunity of purchasing a Sylvan franchise; such conference calls may be set up by Sylvan, though representatives from Sylvan do not participate in such conference calls. If a current franchisee participates in such a discussion, he or she may be compensated nominally for his or her time regardless of whether any of the prospective franchisee candidates with whom he or she speaks purchases a Sylvan franchise. The opportunity to participate in such conference calls would be made available to the entire Sylvan System if at all. Franchisees who

receive financial incentives to refer franchise prospects to Sylvan may be required to register as franchise brokers under the laws of Washington State.

Sylvan endorses the following trademark-specific franchisee organization associated with the franchise being offered you:

The Sylvan Franchise Owners Association, Inc.

www.sylvanfoa.com

(517) 897-9368

ITEM 21: FINANCIAL STATEMENTS

Exhibit K to this Disclosure Document contains the audited consolidated balance sheets of Sylvan Learning, LLC as of December 31 of each of 2021 and 2022, and the related consolidated statements of income, stockholder's equity, and cash flows for each of the three years in the period ended December 31, 2022.

ITEM 22: CONTRACTS

Exhibit A to this Disclosure Document is Sylvan's standard form of License Agreement, which includes Sylvan's Guaranty and Contact Center Franchisee Participation Agreement. Exhibit C to this Disclosure Document is Sylvan's current standard form of Amendment to License Agreement for Territory Description. Exhibit D is Sylvan's current standard form of SylvanSync Educational Software License and Terms of Use. Exhibit E Exhibit E is Sylvan's current standard form of Sylvan EDGE Package License Agreement. Exhibit F is Sylvan's current standard form of Ace it! Tutoring System License Agreement. Exhibit G is Sylvan's current form of mySylvan Marketplace+ Franchisee Participation Pilot Agreement. Exhibit R is the current standard form of Acknowledgment and Representations Statement.

ITEM 23: RECEIPTS

The last page of this Disclosure Document is Exhibit S in duplicate, which is a detachable acknowledgment that you have received this Disclosure Document.

Sylvan Learning, LLC

Exhibit A

License Agreement



License No. LicAgrNumber

**SYLVAN LEARNING AND SYLVANSYNC
LICENSE AGREEMENT**

© 2023
Sylvan Learning, LLC

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Exhibit A – Territory Agreement

Exhibit B – *[Reserved]*

Exhibit C – Guaranty

Exhibit D – Acknowledgment of Request to Contribute to Advertising Cooperative

Exhibit E – Contact Center Franchisee Participation Agreement

LICENSE AGREEMENT

DATED: _____ "Effective Date"

BETWEEN: Sylvan Learning, LLC "Licensor"
"Sylvan"
4 North Park Drive
Hunt Valley, MD 21030

AND: LicenseeName "Licensee"
StreetAddress
City, State/Province, ZIP/Postal Code

TERRITORY
COVERED: TerritoryCity, Territory State/Province

Background

A. Sylvan or its predecessors have developed certain proprietary programs, systems, teaching and management techniques, individualized diagnostic tests and academic and prescriptive educational courses or programs which are designed to be personally taught, supervised, or administered by trained instructors (the "Sylvan System") for use in operating learning centers ("Sylvan Centers"). The Sylvan System is licensed to others to conduct business at such Sylvan Centers pursuant to the Sylvan System.

B. Additionally, Sylvan, pursuant to rights granted to it by third parties, has developed and plans to further develop certain proprietary technology, digital assets, systems, business methods, techniques and methodologies designed to be used in connection with portable proprietary computer systems and the Internet to provide a digital learning environment incorporating assessment results, instruction and the management of student educational programs, referred to as the "SylvanSync System." The SylvanSync System is licensed to others to conduct business at locations within a defined geographical area pursuant to the SylvanSync System.

C. The businesses utilizing the Sylvan System and the SylvanSync System which Sylvan and its Licensees operate (the "Sylvan Network") are now identified by certain respective trade names, trademarks, service marks, logos, symbols and other indicia of origin (collectively, the "Licensed Marks") identified in the Confidential Operations Manual (hereinafter defined), including but not limited to, "Sylvan," "Sylvan Learning Center," and "Sylvan Learning" in the Sylvan System, and "SylvanSync" in the SylvanSync System, and such other trade names, trademarks, service marks, associated logos and symbols as are now designated by Sylvan (and as may hereafter be designated by Sylvan in writing).

D. Licensee desires to have Sylvan license the Sylvan System and the SylvanSync System to Licensee with the right to conduct business using the Sylvan System and the SylvanSync System under the respective Licensed Marks at the locations and within the Territory designated in this Agreement. The business that Licensee conducts in connection with these systems is referred to in this Agreement as the "Licensed Business."

NOW, THEREFORE, in consideration of the above premises, and of the additional mutual covenants and valuable consideration recited below, the parties agree as follows:

1. Grant of Licenses; Territory; Site Location.

1.1 Grant of Sylvan System License. Subject to the terms and conditions of this Agreement, Sylvan grants to Licensee the right and license, and Licensee accepts and undertakes the obligation, for the term established by Paragraph 10.1 of this Agreement: (a) to operate one or more Sylvan Centers (referred to hereinafter in this Agreement as “the Center,” whether one or more) and to use the Sylvan System at such Centers, including Sylvan’s proprietary programs, systems, and techniques and certain copyrighted materials, as the Sylvan System may be modified, changed, improved or further developed from time to time by Sylvan; and (b) to do so only at such site or sites mutually agreed upon as provided in Paragraphs 1.5 and 1.7.

1.2 Grant of SylvanSync System License.

Subject to the terms and conditions of this Agreement, Sylvan grants to Licensee the right and license, and Licensee accepts and undertakes the obligation, for the term established by Paragraph 10.1 of this Agreement, to use the SylvanSync System, including Sylvan’s proprietary programs, systems, and techniques and certain copyrighted materials, as the SylvanSync System may be modified, changed, improved or further developed from time to time by Sylvan to conduct business (a) within each Center, and, if Licensee desires, (b) at such other site or sites, including without limitation one or more Satellites as defined in this Agreement, approved by Sylvan as provided in Paragraphs 1.5 and 1.7, serving retail-pay customers and, upon separate approval by Sylvan, institutional-pay customers.

1.3 Territory. Sylvan determines the size and boundaries of licensed territories depending upon its evaluation of such factors as the number of school-aged children who reside within a territory; the geographic size, population, and socio-economic factors of any territory; and such other financial and market factors as Sylvan may deem pertinent. The geographic area granted to Licensee (“Territory”) is described in Exhibit A, which is attached hereto and made a part hereof by reference. For the avoidance of doubt, the Territory does not include the metaverse, and Sylvan reserves, maintains, and controls all rights with respect to said metaverse.

1.4 Territorial Rights. During the term of this Agreement, and provided that Licensee is in compliance with the terms and conditions of this Agreement, Sylvan will not itself, or through any affiliate or subsidiary, operate or establish, nor license any third party to operate or establish, another Sylvan Center using the Sylvan System at any location within the Territory, except as otherwise provided in this Agreement. Sylvan retains all other rights, and may, among other things, on any terms and conditions Sylvan deems advisable, and without granting Licensee any rights therein:

1.4.1 own and operate (outright, through contract, joint-ventures or otherwise) Sylvan Centers at any location(s) outside of the Territory;

1.4.2 grant licenses for the operation of Sylvan Centers at any location(s) outside of the Territory as Sylvan, in its sole and exclusive discretion, deems appropriate;

1.4.3 conduct and operate businesses, and offer and sell services, programs and products within the Territory which do not comprise a part of the Sylvan System and, in connection therewith, to exploit Sylvan’s Licensed Marks, name, reputation and know-how;

1.4.4 use the Licensed Marks and other aspects of the Sylvan System in conjunction with activities not contemplated by Sylvan as being conducted solely through or at Sylvan Centers;

1.4.5 offer, distribute, use and/or sell components of the Sylvan System through courses or programs offered and conducted by methods or through facilities other than Centers, within the Territory or outside the Territory, including, but not limited to: (i) the Internet; (ii) CD-ROM, books, audio or video tapes and/or electronic media; (iii) sales for home use by students; or (iv) other concepts currently in existence or as may be developed in the future, for example, through advancements in technology;

1.4.6 sell, provide, and deliver, directly or through affiliates or third parties, Sylvan System programs pursuant to contracts with State, Federal or Local governmental entities and school districts, and corporate contracts which require the delivery or performance of Sylvan System services within the Territory ("in-Territory Services"). All operations by Sylvan, an affiliate or a third party in providing in-Territory Services pursuant to this Paragraph shall be conducted in compliance with the same standards and requirements established by Sylvan for its licensees generally; and

1.4.7 sell and operate directly and to license and franchise others to sell and use within the Territory under different names or marks and/or under the Licensed Marks services, programs and products which primarily emphasize vocational training and skills in the adult workplace including by way of illustration and not by way of limitation, various computer based training and testing software programs and instructional materials and services.

1.5 Initial Center; Initial Center Site. Within forty-five (45) days of the Effective Date of this Agreement, Licensee shall identify and submit to Sylvan for approval at least one proposed site for the location of the first Center to be opened in the Territory. Time is of the essence. Licensee shall submit fully completed site approval forms to Sylvan, as specified by Sylvan in the Confidential Operations Manuals. Sylvan shall review the proposed site approval forms, and may, but is not obligated to, conduct a physical on-site review of the proposed site. Sylvan shall, if necessary or requested by Licensee, provide reasonable assistance in finding other site locations. Sylvan shall pay for Sylvan's out-of-pocket expenses for travel, meals and lodging incurred in providing such assistance. Sylvan may withhold approval of a site that fails to meet its site location guidelines, which Sylvan may revise from time to time, provided that such approval shall not be withheld unreasonably. Should the site(s) proposed by Licensee not be approved by Sylvan, then Sylvan shall have the right to terminate this Agreement. Licensee shall not relocate any Center or portion thereof except within the Territory and then only with Sylvan's prior written approval of the proposed new site. Sylvan may withhold approval of a relocation site that fails to meet its then current location guidelines, which Sylvan may revise from time to time.

1.6 Licensee to Commence Performance and Full Operation of Primary Center; Required Open Date. Unless an extension is granted in writing, Licensee shall commence full and continuous operation of at least one Center in the Territory operating the Sylvan System and the SylvanSync System (the "Primary Center") at a site approved by Sylvan within one hundred eighty (180) days from the Effective Date of this Agreement (the "Required Open Date"). Time is of the essence. Sylvan may terminate this License Agreement if Licensee fails to meet this obligation, in which event none of the Initial License Fee shall be refunded. The Primary Center is a "Center" for the purposes of this Agreement, and all terms and conditions for a Center apply, including without limitation the Minimum Required Hours. At the Primary Center, Licensee must offer all products, programs, and services in the Sylvan System and the SylvanSync System specified by Sylvan in the Confidential Operations Manual or otherwise in writing as mandatory.

1.7 Additional Locations by Licensee within Territory. Contingent upon Sylvan's prior approval, Licensee may open one or more additional locations within the Territory subject to the terms and conditions of this Paragraph 1.7, and each additional location shall be identified as one of:

(a) an additional Center which operates the Sylvan System and the SylvanSync System (an "Additional Center"). All terms and conditions for the Primary Center, including without limitation the Minimum Required Hours, shall apply to such Additional Centers; or

(b) an additional Center in which Licensee may offer any portion or part of the Sylvan System and/or the SylvanSync System, and/or offer other programs and services approved by Sylvan (a "Flex Center"). Except for the requirement to offer all mandatory Sylvan and SylvanSync products, programs, and services, which does not apply to any Flex Center, all other terms and conditions for a Center, including without limitation the Minimum Required Hours, shall apply to such Flex Centers; or

(c) out of Center in the Territory at a location approved by Sylvan ("Satellite"), in which Licensee may offer any portion or part of the Sylvan System and/or the SylvanSync System, and/or

offer other programs and services approved by Sylvan. For example, and not as a limitation, a Satellite may be a space in a school or a community center. Satellites are not required to meet all requirements for Centers but must meet such requirements as Sylvan sets forth in the Confidential Operations Manual. Subject to Sylvan's prior written approval, and if Licensee meets the criteria, terms, and conditions that Sylvan may establish from time to time in the Confidential Operations Manual or otherwise in writing, Licensee may also deliver SylvanSync programs through a "Virtual Satellite" in the Territory whereby the SylvanSync sessions are delivered through live, online platforms. Licensee and such Virtual Satellite must meet all requirements that Sylvan sets forth in the Confidential Operations Manual.

1.7.1 Licensee must notify Sylvan in writing of Licensee's intention to open another Center or Satellite and shall submit to Sylvan for approval other information as is then required by Sylvan of licensees opening additional centers or satellites in their territories, including but not limited to business plans, pro formas addressing new and existing Center and Satellite operations, and financial information.

1.7.2 Licensee must obtain Sylvan's approval of such new Center or Satellite in writing, which Sylvan may withhold in its reasonable discretion, applying Sylvan's then-current standards and procedures for approval, including, but not limited to, receipt of satisfactory required documentation, and evaluation of Licensee's prior performance under this Agreement, and the proposed site and layout, decor and equipment as are then currently required for initial centers or additional locations, as determined by Sylvan.

1.7.3 For each additional Center, but not for any Satellite, Licensee must pay Sylvan a fee of One Thousand Dollars (\$1,000) to compensate Sylvan for its expenses incurred in site review and additional center plan approval. Said sum is payable upon approval of the new Center in writing by Sylvan.

1.7.4 Licensee shall have no right to sublicense under this License Agreement.

1.8 The Sylvan System; The SylvanSync System; Products, Programs, and Services Offered and Not to Be Offered; Licensee's Acknowledgment.

1.8.1 The Sylvan System. Sylvan may, in its sole discretion, change, modify, delete from, supplement, improve or further develop the Sylvan System and the services, programs, products, and other components comprising the Sylvan System from time to time, through the Confidential Operations Manual, as provided in Paragraph 2.1.4 or otherwise upon written notice to Licensee. Licensee agrees to comply with all Sylvan's requirements in such regard, including, without limitation, offering and selling products, programs, and services that Sylvan specifies.

1.8.2 The SylvanSync System. Sylvan may, in its sole discretion, change, modify, delete from, supplement, improve or further develop the SylvanSync System and the services, programs, products, and other components comprising the SylvanSync System from time to time, through the Confidential Operations Manual, as provided in Paragraph 2.1.4 or otherwise upon written notice to Licensee. Licensee agrees to comply with all Sylvan's requirements in such regard, including, without limitation, offering and selling products, programs, and services that Sylvan specifies.

1.8.3 Products, Programs, and Services Offered. At the Primary Center and at all additional Centers under Paragraph 1.7 (a), Licensee must offer all products, programs, and services that comprise the Sylvan System and the SylvanSync System as specified by Sylvan in the Confidential Operations Manual or otherwise in writing. Additional Centers under Paragraph 1.7 (b) and Satellites have different product, program, and services requirements as set forth in Paragraph 1.7.

1.8.4 Products, Programs, and Services. If Sylvan includes new products, programs, or services as part of the Sylvan System or as part of the SylvanSync System, and/or offers to Licensee the right and opportunity to offer new products, programs, and services at or from the Licensed Business, Sylvan may implement new and/or different standards of operations for such new products, programs, and

services, and/or charge fees for such products, programs, and services that are different from those fees charged under this Agreement. In every Center and Satellite, Licensee must refrain from offering or selling products, programs, or services that are not then-approved by Sylvan and otherwise as directed by Sylvan.

1.8.5 Licensee's Acknowledgment Concerning Separate Systems. Sylvan began offering the Sylvan System license and the SylvanSync System license in a joint license agreement in April 2016, although such systems and license grants are distinct from one another. Previously, Sylvan offered the two systems and license grants under two separate documents: (i) a Sylvan System license, and (ii) an optional SylvanSync System product license. Licensee acknowledges and agrees that the Sylvan System and the SylvanSync System are separate systems and that Sylvan includes both systems in this Agreement for efficiency only.

2. Confidential Operations Manual.

2.1 Confidential Operations and Instruction Manual. Sylvan shall lend to Licensee, at no additional charge, certain Confidential Operations and Instruction Manual (hereinafter referred to as the "Confidential Operations Manual," whether one or more). The Confidential Operations Manual contains both mandatory and required standards, methods, rules, and processes, and recommended policies and procedures.

2.1.1 Sylvan has determined that certain programs, and certain other policies, systems, techniques, and materials are essential to the successful operation of the Licensed Business, in accordance with the standards of the Sylvan System and the SylvanSync System. In order to protect the reputation and goodwill of the businesses operating under the Sylvan System and the under the SylvanSync System and to maintain standards of operation under the Licensed Marks, Licensee agrees to operate the Licensed Business in accordance with the Confidential Operations Manual, including such amendments thereto, as Sylvan may publish from time to time, all of which Licensee acknowledges belong solely to Sylvan and shall be on loan from Sylvan during the term of this Agreement. Should Licensee lose one or more of the Confidential Operations Manual or supplements, Sylvan may impose a reasonable charge for replacement manuals or supplements issued to Licensee. The standards, specifications, or requirements established by Sylvan for Licensee, unless otherwise indicated, shall be set forth in this Agreement or may, from time to time, be set forth by Sylvan in the Confidential Operations Manual.

2.1.2 The Confidential Operations Manual may consist of multiple volumes of printed text, video and/or audio tapes and files, computer disks, and other electronically stored data, and various and periodic or episodic operational and/or management bulletins, in any format, and Licensee acknowledges and agrees that Sylvan may provide a portion or all of the Confidential Operations Manual (including updates and amendments) and other instructional information and materials in, or via, electronic media, including, without limitation, through the Internet.

2.1.3 Licensee shall at all times use its best efforts to keep the information in the Confidential Operations Manual, the Confidential Operations Manual themselves, and any other manuals, materials, goods, and information created or used by Sylvan and designated for confidential use within the Sylvan System or the SylvanSync System confidential and shall limit access to employees of Licensee on a need-to-know basis.

2.1.4 Licensee understands and acknowledges that each of the Sylvan System and the SylvanSync System serve markets and operates under market conditions that are continuously changing and evolving, and that new and different standards, procedures, and techniques will be developed and recommended by Sylvan in response to those changes, or other conditions in the Sylvan System or the SylvanSync System, to maintain and/or enhance the quality of Sylvan System and/or SylvanSync System services provided by Licensee in the Licensed Business, and the reputation and goodwill of the Sylvan System, the SylvanSync System, and the Sylvan Network. Accordingly, Licensee understands and acknowledges that Sylvan may, from time to time, revise the contents of the Confidential Operations Manual to implement new or different requirements for the Sylvan System and/or the SylvanSync System, and Licensee expressly agrees to comply with all such changed requirements which are by their terms

mandatory; provided that such requirements shall also be applied in a reasonably nondiscriminatory manner to comparable businesses operated under the Sylvan System or the SylvanSync System, respectively, by other licensees having similar license agreements, and that the fundamental terms and conditions of this Agreement shall not be altered.

2.1.5 Licensee shall at all times ensure that its copy of the Confidential Operations Manual is kept current and up to date. In the event of any dispute as to the contents of the Confidential Operations Manual, the terms and dates of the master copy of same maintained by Sylvan at its principal place of business shall be controlling.

3. Protection of Sylvan's Proprietary Rights.

3.1 Confidential Information and Trade Secrets. Licensee understands and agrees that he/she will come into possession of certain of Sylvan's trade secrets concerning the manner in which it conducts business including, but not necessarily limited to, the following: methods of doing business or business processes; strategic business plans; customer lists and information; marketing and promotional campaigns; software; and Sylvan's materials clearly marked or labeled as trade secrets. Licensee agrees that the foregoing information, which may or may not be considered "trade secrets" under prevailing judicial interpretations or statutes, is private, valuable, and constitutes trade secrets belonging to Sylvan and its affiliates. Licensee agrees that Sylvan derives independent economic value from the foregoing information not being generally known to, and not being readily ascertainable through proper means by, another person. Licensee acknowledges Sylvan's proprietary rights in the Sylvan System and the SylvanSync System programs, systems, techniques, and manuals, which may constitute trade secrets, are confidential information which will be disclosed to Licensee under this Agreement, and further acknowledges that Licensee does not acquire any right or interest therein beyond the rights expressly granted to it under this Agreement. By execution of this Agreement, Licensee also acknowledges that the know-how and operating format related to Sylvan's proprietary methods and materials is also proprietary to Sylvan and will not be disclosed by Licensee except in connection with Licensee's required activities as authorized by this Agreement. Licensee agrees to maintain adequate security in the control, use, and handling of proprietary materials and/or trade secrets Sylvan supplies to Licensee in accordance with the practices described in the Confidential Operations Manual or as stated otherwise in writing from time to time. Unless expressly waived by Sylvan in writing, Licensee shall require all persons who have or could have access to Sylvan proprietary materials and/or trade secrets to sign written confidentiality agreements pertaining to the security of Sylvan proprietary materials and/or trade secrets, which agreement shall be in a form reasonably acceptable to, and approved in advance by, Sylvan. Licensee shall immediately notify Sylvan of any unauthorized use of Sylvan's proprietary information and/or trade secrets, or any infringement of Sylvan's copyrights. Sylvan shall have sole discretion to take such action or inaction as it deems appropriate. Notwithstanding any other provision of this Agreement, there may be certain, limited circumstances where applicable law allows for the disclosure of certain trade secrets, as specified in the Confidential Operations Manual.

3.2 Licensed Marks.

3.2.1 Licensee expressly acknowledges Sylvan's rights in and to the Licensed Marks and agrees not to represent in any manner that Licensee has acquired any ownership rights in the Licensed Marks. Licensee agrees not to use any of the Licensed Marks or any marks, names or indicia which are or may be confusingly similar in its own corporate or business name except as authorized in this Agreement. Licensee further acknowledges and agrees that any and all goodwill associated with each of the Sylvan System and the SylvanSync System and identified by the Licensed Marks shall inure directly and exclusively to the benefit of Sylvan and that, upon the expiration or termination of this Agreement for any reason, no monetary amount shall be attributable to any goodwill associated with Licensee's use of the Licensed Marks.

3.2.2 Licensee understands and agrees that any use of the Licensed Marks other than as expressly authorized by this Agreement, without Sylvan's prior written consent, is an infringement of Sylvan's rights in the Licensed Marks and that the right to use the Licensed Marks granted herein does not

extend beyond the termination or expiration of this Agreement. Licensee expressly covenants that, during the term of this Agreement and thereafter, Licensee shall not, directly or indirectly, commit any act of infringement or contest or aid others in contesting the validity of Sylvan's right to use the Licensed Marks or take any other action in derogation thereof.

3.2.3 Licensee acknowledges an obligation to monitor its own and other parties' use of the Licensed Marks and agrees to do so. Licensee shall promptly notify Sylvan of any claim, demand, or cause of action that Sylvan may have based upon or arising from any unauthorized attempt by any person or legal entity to use the Licensed Marks, any colorable variation thereof, or any other mark, name, or indicia in which Sylvan has or claims a proprietary interest. Licensee shall assist Sylvan, upon request and at Sylvan's expense, in taking such action, if any, as Sylvan may deem appropriate to halt such activities, but shall take no action nor incur any expenses on Sylvan's behalf without Sylvan's prior written approval. If Sylvan undertakes the defense or prosecution of any litigation relating to the Licensed Marks, Licensee agrees to cooperate with and assist Sylvan as Sylvan may reasonably request in the defense or prosecution of any such action, and Sylvan shall reimburse Licensee for Licensee's reasonable out-of-pocket expenses incurred in providing such assistance.

3.2.4 Licensee further agrees and covenants to use the Licensed Marks solely in the manner prescribed by Sylvan; to observe all laws with respect to the registration of trade names and assumed or fictitious names, to include in any application therefore a statement that Licensee's use of the Licensed Marks is limited by the terms of this Agreement, and to provide Sylvan with a copy of any such application and other registration document(s); and to observe such requirements with respect to trademark and service mark registrations and copyright notices as Sylvan may, from time to time, require, including, without limitation, affixing "SM", "TM", or "®" adjacent to the Licensed Marks. Licensee agrees that it shall not commit any act causing an incurable tarnishment of the Licensed Marks or the reputation and goodwill associated with the Sylvan System or the SylvanSync System.

3.2.5 Sylvan reserves the right, in its sole discretion, to designate and require that Licensee use one or more new, modified, or replacement Licensed Marks. If as a result of such requirement, Licensee should be required to alter any signage or outdoor advertising, Licensee shall have one hundred twenty (120) days from receipt of Sylvan's requirement to comply with same, at Licensee's sole cost and expense, except that if Licensee shall be required more than once during the initial term or during any renewal term of this Agreement to alter any signage or outdoor advertising as a result of such requirement, Sylvan shall reimburse Licensee for Licensee's reasonable costs in altering, for the second or more time, such signage or outdoor advertising.

3.2.6 In connection with Sylvan's or a permitted licensee's or third party's conduct of any business or enterprise in the Territory and under the Licensed Marks, that does not comprise a part of the Sylvan System or of the SylvanSync System, Sylvan agrees that it shall not commit, or permit any of its licensees to commit, any act that will cause an incurable tarnishment of the Licensed Marks or the reputation and goodwill associated with the Sylvan System or of the SylvanSync System.

4. Obligations of Sylvan; Supervision, Assistance and Services.

4.1 Before Opening. The obligations and services to be performed by Sylvan prior to the opening of the Licensed Business and at no charge to Licensee are:

4.1.1 Site Selection. Sylvan will assist Licensee in the selection of a location for the Center and, following the guidelines and standards contained in the Confidential Operations Manual, make recommendations and suggestions regarding the layout and décor of the Center to ensure compliance with Sylvan standards for the Sylvan System and for the SylvanSync System. Sylvan must approve all floor plans and signage of your Center and, if any, your Satellite.

4.1.2 Confidential Operations Manual. The Confidential Operations Manual will be loaned to Licensee.

4.1.3 Training. Sylvan will provide an initial training program as described in the Confidential Operations Manual for up to three members of Licensee's staff, inclusive of Licensee or, if Licensee is a corporation, partnership, limited liability company, or limited liability partnership, one of Licensee's principals who is designated to supervise the operation of the Licensed Business, has been previously approved by Sylvan, owns a beneficial equity interest in the Licensee entity, and has executed the Guaranty appended to this Agreement as Exhibit C (the "Managing Principal"), and such other employee(s) of Licensee whom Sylvan shall have the right to approve. Sylvan reserves the right to charge a refundable initial training fee (the "Initial Training Fee") of up to One Thousand Dollars (\$1,000). The Initial Training Fee, if charged by Sylvan, shall be due and payable upon execution of the License Agreement, and shall be refundable upon the completion of the initial training program required by Sylvan by Licensee or Managing Principal; provided, however, that Licensee or Managing Principal must successfully complete the initial training program by the deadline specified by Sylvan in order to qualify for a refund of the Initial Training Fee and comply with any other requirements that Sylvan may designate from time to time. Sylvan may at its discretion elect not to charge the Initial Training Fee. However, if the Managing Principal does not complete the initial training program by the deadline specified by Sylvan, then under such circumstances, the Initial Training Fee will be charged if not done so previously, and the Initial Training Fee shall not be refundable. In the future, Sylvan has the sole right to require in-person training, which would take place at Sylvan's facilities in Hunt Valley, Maryland or another office or place designated by Sylvan. Sylvan estimates that the current estimated cost for travel, food, and lodging would range from \$650 to \$1,500 per person in attendance (including between \$100 and \$800 round trip travel, \$150 per day for lodging, and \$25 per day per person for meals for the four-day initial training program), but this may change in the future. Licensee or Managing Principal shall attend and successfully complete, to Sylvan's satisfaction, the initial training program offered by Sylvan within one hundred eighty (180) days of the Effective Date. Time is of the essence. If Licensee or Managing Principal does not successfully complete (to Sylvan's satisfaction) the initial training program within one hundred eighty (180) days of the Effective Date (provided that the training is made available during such time), Sylvan may terminate this Agreement, in which case Sylvan shall not refund any portion of the Initial License Fee or the Initial Training Fee. Sylvan's training obligation hereunder automatically expires one hundred eighty (180) days after the Effective Date, after which Sylvan may charge fees in its discretion for providing such training, such fees to be reasonable taking into account the proprietary and specialized nature of such training. All training is intended to guide Licensee and, through Licensee, certain of Licensee's employees in the delivery and sale of products and services in accordance with the standards of the Sylvan System and the SylvanSync System. Licensee shall be fully and solely responsible for all employment actions and decisions related to its employees during training, and during their employment in the Licensed Business.

4.1.4 Training Materials and Forms. Sylvan will furnish Licensee certain materials deemed by Sylvan to be appropriate for instruction of Licensee's personnel in the conduct of the licensed instructional programs. Sylvan reserves the right to charge separate fees for (a) additional training materials provided to Licensee for Licensee's employees; (b) specialized training materials for specific programs, courses, or materials; (c) specialized training conducted utilizing different methodologies or delivery systems, including, without limitation, electronically delivered training programs or materials; and/or (d) additional or supplemental training, charged on a per-person basis, such fees to be reasonable taking into account the proprietary and specialized nature of such training.

4.2 During Term at No Charge. The obligations of Sylvan during the term of this Agreement, for which Licensee shall not be subject to any charge, are:

4.2.1 Action Plan. Sylvan will assist Licensee in developing an initial action plan for Licensee to follow and implement in operating the Licensed Business, which includes a marketing strategy, an estimate of expenses, and sales goals. Neither Sylvan nor Licensee shall be bound to implement the action plan, nor shall any action plan constitute a representation by Sylvan with respect to actual, average, projected, or forecasted volume, sales, profits, or earnings of Licensee if Licensee follows and implements such plan.

4.2.2 Toll-Free Number. Sylvan will maintain a toll-free number for Licensee's use in contacting employees of Sylvan at Sylvan's headquarters.

4.2.3 Advertising Materials. Sylvan will provide to Licensee, from time to time, certain advertising, marketing, and/or promotional materials, in forms and media determined by Sylvan in its sole discretion, approved and updated at least every two (2) years by Sylvan.

4.2.4 Quality Assurance Review. Sylvan will maintain a procedure and checklist for the review of all aspects of Licensee's operation of the Licensed Business ("Quality Assurance Review") whereby Sylvan can determine the extent to which Licensee's operations are or are not in compliance with the standards, methods, and procedures Sylvan establishes for its licensees. Approximately one hundred twenty (120) days after Licensee first opens the Licensed Business, Sylvan will conduct a Quality Assurance Review of Licensee's Center. Such Quality Assurance Review may be conducted on-site and in person by a Sylvan representative, or through an off-site or remote review of documents, materials, and other information as determined by Sylvan. At Licensee's request, Sylvan will have a Sylvan representative conduct a Quality Assurance Review of the Licensed Business once in every two (2) calendar year period if Sylvan has not itself initiated such action. Licensee may request that such Quality Assurance Review be conducted on-site and in person by a Sylvan representative, and Sylvan shall have a Sylvan representative conduct such Quality Assurance Review, provided that Licensee is in compliance with all financial and reporting obligations to Sylvan and is not subject to default or termination under this Agreement. If Licensee is not in such compliance, and/or is subject to default or termination under this Agreement, Licensee still may request that such Quality Assurance Review be conducted on-site and in person by a Sylvan representative, and Sylvan shall have a Sylvan representative conduct such Quality Assurance Review, provided that Licensee shall reimburse Sylvan for its and its representative's travel, lodging, meal, and other actual costs incurred in connection with providing such on-site Quality Assurance Review in person. At Licensee's request, Sylvan will provide Licensee with the materials and forms used in the Quality Assurance Review process for Licensee's use in reviewing Licensee's operations.

4.2.5 Ongoing Assistance. If a Sylvan representative has not already conducted two visits to the Licensed Business for a Quality Assurance Review or otherwise, then Sylvan will at Licensee's request cause a Sylvan representative to provide assistance and offer suggestions and recommendations within his or her knowledge toward the betterment of the Licensed Business, such assistance to be provided either via up to two (2) one (1) day on-site visits each calendar year or via other customary means of providing advice, at Sylvan's sole discretion. Visits to the Licensed Business under this paragraph shall be scheduled by Sylvan according to the availability and prior commitments of Sylvan representatives.

4.2.6 Latest Developments. Sylvan shall endeavor to keep abreast of the most recent and advanced knowledge concerning instructional equipment and new reading and mathematics or other instructional techniques. Sylvan will, based on its good faith determination of the applicability of such knowledge to licensee operations, make certain such knowledge is available to Licensee and to licensees generally.

4.2.7 Sylvan Hardware and Sylvan Software for Use in the SylvanSync System. Sylvan shall loan or otherwise provide to Licensee certain Sylvan Hardware and Sylvan Software (as those capitalized terms are defined in Paragraph 8.1.7 of this Agreement) that Licensee must use as part of Licensee's operation of the SylvanSync System. The Sylvan Hardware and Sylvan Software to be loaned or provided at any given time shall be identified by Sylvan in the Confidential Operations Manual and are subject to change by Sylvan at any time and from time to time.

4.2.8 Mandatory Assessments. Sylvan shall make available to Licensee at no charge each assessment that Sylvan deems mandatory in any mandatory Sylvan System or SylvanSync System program, and Licensee may use such assessment at no charge in all Sylvan System and SylvanSync System programs, whether optional or mandatory, in which Sylvan approves use of such assessment.

4.3 During Term and May be Subject to Charge. The services which Sylvan must provide during the term of this Agreement, and for which Sylvan may charge Licensee, are:

4.3.1 National Conference. From time to time, but at least bi-annually, Sylvan will hold a national conference of not more than five (5) days duration at a location to be selected by Sylvan. Sylvan

shall determine the topics and agenda for such conference to serve the purpose, among other things, of updating licensees on new developments affecting licensees, and exchanging information between licensees and Sylvan personnel regarding Sylvan System and SylvanSync System operations and programs. Sylvan may charge a reasonable fee for attendance at a national conference. All travel, room and board, and registration expenses for Licensee and Licensee's personnel attending a national conference shall be borne by Licensee.

4.4 Other: Regional Training. From time to time, Sylvan may conduct training sessions at a location other than its headquarters. Attendance at such training may be made mandatory for Licensee and Licensee's Sylvan-certified personnel. Sylvan may charge a reasonable fee for attendance at regional training sessions. All travel, room and board, and registration expenses for Licensee and Licensee's personnel attending the training shall be borne by Licensee.

5. Training.

5.1 Training Programs and Requirements. The success of every student enrolled at a Sylvan location depends upon the quality and integrity of the program in which that student receives instruction, and in turn the quality and integrity of the program depends upon the proper initial and continuous training of Licensee's personnel involved in the delivery of the Sylvan System and SylvanSync System programs. To assist Licensee in the operation of its Licensed Business and the proper delivery of the Sylvan System and the SylvanSync System and the student instructional programs under each system, Sylvan agrees to provide "Training Programs" as set forth in the Confidential Operations Manual. Licensee agrees that it shall comply with Sylvan's standards and requirements for certifications Licensee (or Licensee's Managing Principal) and Licensee's personnel must obtain, and for training Licensee (or Licensee's Managing Principal) and Licensee's personnel, including without limitation Licensee's obligations under Paragraph 4.1.3 of this Agreement, and including any training subscription fees or other payments required by Sylvan from time to time, as designated in the Confidential Operations Manual and any changes, additions or modifications thereto. Prior to any training, Licensee and all other persons to be trained must sign, whenever requested, a confidentiality, non-disclosure, and covenant not to compete agreement on the form then used by Sylvan. The training that Sylvan provides to Licensee and to Licensee's employees does not constitute employment, direction, or supervision of Licensee or Licensee's employees by Sylvan. Sylvan does not hire, fire, manage, supervise, schedule, discipline, or set compensation for Licensee or Licensee's employees, and all decisions and actions related to Licensee's employees are the sole responsibility of Licensee.

5.2 Expenses. Travel and living expenses for Licensee and Licensee's staff while attending Sylvan's Training Programs are at Licensee's expense. Sylvan may charge a reasonable fee for attendance at Regional Training Programs and National Conference. Sylvan may require Licensee to pay a fee to attend the initial training program, as described in Section 4.1.3. Sylvan agrees that training fees payable to Sylvan shall be reasonable, taking into account the proprietary and specialized nature of such training.

6. Fees.

6.1 Initial License Fee. Licensee agrees to pay to Sylvan an Initial License Fee of Thirty-Four Thousand, Nine Hundred Dollars (\$34,900). Payment shall be made as stated in the Licensee's Application Agreement, provided in Sylvan's Franchise Disclosure Document.

6.2 Monthly Royalty Fee; Minimum Annual Royalty.

6.2.1 Monthly Royalty Fee. At all times after the commencement of operations by Licensee, Licensee shall pay Sylvan a monthly royalty for the preceding month equal to sixteen percent (16%) of gross revenues (hereinafter defined). The term "gross revenues," as used in this Agreement, shall mean the aggregate gross amount of all revenues from whatever source derived (based upon the cash method of accounting) which arise from or are derived by Licensee or by any other person from business conducted or which originated in, on, from, or through the Licensed Business or from the sale of any

products or services associated with the use of the Licensed Marks, whether such business is conducted in compliance with or in violation of the terms of this Agreement, excluding only sales or other tax receipts (the collection of which is required by law), and any documented refunds, chargebacks, credits, and allowances made to customers in good faith by Licensee. Gross revenues shall not include any amounts paid to Licensee by Sylvan pursuant to any subcontract that may be entered into between Licensee and Sylvan under Paragraph 1.4.6 above.

6.2.2 Minimum Annual Royalty. To induce Sylvan to enter into this Agreement with Licensee, Licensee agrees and acknowledges that Licensee shall generate sufficient gross revenues so that the royalty fees that Licensee pays to Sylvan under Paragraph 6.2.1 for each calendar year, net of all subsequent reductions to and refunds from such gross revenues, shall be at least equal to the Minimum Annual Royalty, as defined in this Paragraph, beginning with the calendar year that follows the Required Open Date. The “Minimum Annual Royalty” is Thirty-Two Thousand Dollars (\$32,000) per calendar year; provided, however, that if the Required Open Date falls in the second half of a calendar year, then the Minimum Annual Royalty for and only for the immediately following calendar year shall be Twenty Thousand Dollars (\$20,000). If Licensee fails to open a Primary Center by the original Required Open Date, as set forth in Paragraph 1.6 above, and Sylvan extends such Required Open Date as an accommodation to Licensee, Sylvan reserves the right to enforce the Minimum Annual Royalty requirement as if Licensee had opened such Primary Center on time, according to the original requirement. Licensee agrees and acknowledges that the Minimum Annual Royalty is not a projection, forecast, or guarantee of Licensee’s actual gross revenues in the Territory, and that Sylvan expressly disclaims making any representation concerning Licensee’s actual gross revenues and performance in the Territory. The Minimum Annual Royalty shall apply in the initial term and each renewal term of this Agreement. Upon the first and second times in a given term of this Agreement that Licensee fails to generate sufficient gross revenues for the royalty fees due under Paragraph 6.2.1 to meet or exceed the Minimum Annual Royalty, such failure shall constitute a curable material default of this Agreement; such default shall be deemed cured by payment to Sylvan of the difference (the “Shortfall”) at the same time as and in addition to the monthly royalty payment due in the January immediately following such calendar year. In the event of any subsequent failure (each a “Subsequent Failure”), after the first two failures in a term, by Licensee to generate sufficient gross revenues for the royalty fees due under Paragraph 6.2.1 to meet or exceed the Minimum Annual Royalty in a calendar year during a given term of this Agreement, regardless of whether the earlier failures were cured in accordance with this Agreement or waived by Sylvan, such Subsequent Failure shall be deemed an incurable material default of this Agreement and, subject to the appeal provisions of Paragraph 6.2.3, Sylvan may terminate this Agreement at any time from the monthly royalty payment due date in the January immediately following the calendar year until June 30 of such calendar year (the “Termination Period”). If Sylvan does not terminate this Agreement by written notice to Licensee during the Termination Period, then Sylvan shall be deemed to have waived its rights to terminate this Agreement for such Subsequent Failure, and such Subsequent Failure shall not be deemed an incurable material default for the purposes of Paragraph 10.2.3 and Paragraph 11.3.9. Sylvan’s notice of termination to Licensee shall stipulate an appeal period (“Appeal Period”) of not less than twenty (20) days before the termination takes effect. During the Appeal Period, Licensee may appeal the termination pursuant to the process set forth in Paragraph 6.2.3; otherwise, the termination shall take effect upon the expiration of the Appeal Period. Payment of and/or Sylvan’s acceptance of payment of a given Shortfall shall not constitute a cure or stay of termination for any Subsequent Failure, except in the event that Sylvan approves an appeal pursuant to Paragraph 6.2.3

6.2.2.1 Notwithstanding Paragraph 6.2.2, the Minimum Annual Royalty shall be waived for the Transferor and the Transferee for the calendar year of the Effective Date of this Agreement if Licensee enters into this Agreement as the Transferee in an approved Transfer.

6.2.3 Process to Appeal Termination for Subsequent Failure. Licensee may appeal Sylvan’s termination for a Subsequent Failure by appealing in writing to Sylvan within the Appeal Period as defined in Paragraph 6.2.2 and promising to pay the Shortfall, and all late fees, interest, and penalties in connection therewith, within fifteen (15) days following Sylvan’s written ruling on Licensee’s appeal (the “Cure Date”). Beginning on the date Sylvan receives Licensee’s written appeal (provided same is received within the Appeal Period), termination pursuant to Paragraph 6.2.2 and Paragraph 11.3.9 shall be stayed

until Sylvan sends to Licensee Sylvan's written ruling on the appeal. Sylvan shall have the right to deny or accept Licensee's appeal, in Sylvan's sole discretion, and is not required to accept any appeal. During the Appeal Period, Licensee's obligation to pay the Minimum Annual Royalty under appeal is suspended, but all of Licensee's other obligations, financial and otherwise, remain in effect, including without limitation the requirement to pay ongoing royalties and other amounts. If Sylvan denies the appeal in writing, the termination automatically shall become effective ten (10) days after the date of Sylvan's written denial to Licensee. If Sylvan accepts the appeal in writing, termination shall be stayed until the Cure Date or such later date as Sylvan stipulates. If, Sylvan having accepted the appeal in writing, Licensee subsequently pays to Sylvan the Shortfall by the Cure Date, then the termination automatically shall be rescinded, and the underlying Subsequent Failure shall not be deemed an incurable material default for the purposes of Paragraph 10.2.3 and Paragraph 11.3.9; otherwise, the termination shall become effective automatically on the day after the Cure Date without further notice or opportunity to cure, and Licensee shall not be obligated to pay the Shortfall. The provisions in this Paragraph apply only to termination for Subsequent Failure as defined in Paragraph 6.2.2 and do not apply to any other event of default or termination.

6.3 Monthly Royalty Payment Date. The payments under Paragraph 6.2 shall be due and payable to Sylvan at Sylvan's office or at such location as Sylvan shall establish in the Confidential Operations Manual, or otherwise in writing, by the 15th day of the calendar month for revenues received by Licensee in the immediately preceding month. If payment is made by mail, the payment must be postmarked not later than the 15th day of the calendar month to be considered paid when due. Sylvan reserves the right to require in the Confidential Operations Manual, or otherwise in writing, that Licensee make payments directly to Sylvan, its affiliates, its bank, or such financial institution account that Sylvan specifies, by electronic funds transfer, pre-authorized auto-draft arrangement, or such other method as Sylvan from time to time may specify (collectively, "electronic transfer of funds") on the 15th day of the calendar month. If the 15th day of the calendar month falls on a U.S. national holiday or Saturday or Sunday, the electronic transfer of funds shall be made on the next business day on which U.S. banks are open. Licensee agrees to comply with such requirement and shall furnish to Sylvan or its designee such information and authorizations as may be necessary to permit Sylvan or its designee to make withdrawals by electronic funds transfer or auto-draft arrangement. Sylvan shall promptly return any funds to Licensee that were improperly or erroneously deposited into a Sylvan account via an electronic transfer of funds, and shall reimburse reasonable out-of-pocket costs that Licensee incurs that result directly from improper deposit. Within 15 days after expiration or termination of this Agreement, Licensee shall pay Sylvan the royalty for the period immediately preceding expiration or termination. Licensee's obligation to pay sums due under Paragraph 6.2 for revenues received during the term of this Agreement shall survive termination of this Agreement.

6.3.1 Late Fees and Interest Charges. For all amounts due to Sylvan pursuant to this Agreement, Licensee agrees to pay a late charge of ten percent (10%) upon any sum not paid when due, plus interest of one and one-half percent (1 ½%) per month or portion thereof that the amount due remains unpaid. The obligation to pay a late charge is in addition to the potential liability for termination under Paragraph 11. Acceptance by Sylvan of any payments or partial payments due to it under this Agreement shall not be deemed a waiver by Sylvan of any preceding or succeeding breach by Licensee of any terms, provisions, covenants, or conditions of this Agreement (including Sylvan's right to require Licensee to pay a late fee and interest charges), or other amounts due.

6.4 Gross Revenue Report. Licensee's monthly payment shall be accompanied by fully completed and accurate (a) gross revenue and (b) income and expense reports on forms as required by Sylvan, setting forth the gross revenues received during the previous month, the number of students currently enrolled by Center or program category, any advertising expenditures paid, and any further information Sylvan may request. Licensee's reports shall also include such information as Sylvan requests on services provided on a scholarship or reduced- or no-fee basis. Such forms and information required therein may be changed by Sylvan from time to time. Licensee shall keep adequate records and retain appropriate data and receipts to verify the information provided in such reports and shall provide such backup data as Sylvan may request from time to time. Licensee shall certify the accuracy of such data on each such report. Annually, not later than April 30th for the prior year ended December 31, Licensee shall provide Sylvan with a profit and loss statement and a balance sheet for Licensee's operation, in such form

and method of transmission as requested by Sylvan or prescribed in the Confidential Operations Manual. Such profit and loss statement and balance sheet may at Sylvan's specific request be a compilation prepared by a Certified Public Accountant. Also, annually, Licensee shall provide Sylvan with federal and state income tax and sales tax returns within one hundred twenty (120) days of the end of Licensee's tax year. Sylvan may require that Licensee submit monthly reports electronically, no later than five days (excluding holidays) following the end of each calendar month for the immediately preceding calendar month. Licensee shall have until the 10th day of the calendar month to submit an amended report for the purpose of correcting errors. Sylvan may require submission of reports more frequently, including submission of daily automated reports, as established in the Confidential Operations Manual, or otherwise in writing, provided, however, that Sylvan agrees that it shall not begin to require daily reporting until such time as Sylvan's technology and accounting systems allow for automatic submission of same.

6.5 Establishment of Tuition Charges. Licensee shall establish the tuition and other charges to Licensee's students, and shall make such revenue information available to Sylvan on request, as necessary for the purposes of Sylvan's audit procedures and other purposes.

6.6 Records, Inspection and Auditing. Licensee shall use a Sylvan approved bookkeeping and accounting system. Licensee shall accurately record gross revenues in the Computer System on the day they are received, or in such other manner and frequency that Sylvan prescribes. Licensee is responsible for hiring its own accountant. Licensee shall sign such documents as Sylvan may at any time request which will authorize Sylvan to endorse for deposit in Sylvan's account checks payable to Licensee's order in the event Sylvan elects to manage the Licensed Business pursuant to Paragraph 9.5.

Licensee shall allow Sylvan or its representatives to inspect all premises of the Licensed Business, the books of account and federal and state income tax and sales tax returns of Licensee pertaining to the Licensed Business during reasonable times of the business day with or without notice, and, in the event Sylvan or its representatives conduct such inspection remotely, Licensee agrees to make available to Sylvan or its representatives for inspection all such materials, or certified true, correct and complete copies thereof, via electronic or physical transmission in the form and on or before the delivery time designated by Sylvan. Materials that Licensee must maintain in the Computer System or other electronic format pursuant to this Agreement shall be made available immediately upon request. For materials that Licensee is not required to maintain electronically pursuant to this Agreement, and that Licensee certifies are not available in electronic format, Sylvan may designate a delivery time no fewer than two (2) calendar days following Sylvan's request. Sylvan shall use reasonable efforts not to disrupt the operations of the Licensed Business during on-site inspections. Licensee shall maintain on the Center premises, or at a mutually agreed upon location, for a period of at least three (3) years, all sales slips, cancelled checks and receipts, and all books of account. If Sylvan's audit discloses a liability for any fees due to Sylvan, Licensee shall pay the amount of the deficiency, including late charges due under Paragraph 6.3.1, within thirty (30) days of Sylvan's notice to Licensee of the deficiency. Should the audit reflect a balance due Licensee, Sylvan agrees to pay said balance within thirty (30) days of completion of the audit report. If the deficiency (excluding late charges) is three percent (3%) or more of the fees Licensee was required to pay hereunder for the relevant period, Licensee shall pay Sylvan its reasonable costs incurred in performing the audit in addition to the amount of the deficiency. Nothing in this paragraph shall limit Sylvan's right to terminate Licensee under Section 11 for Licensee's failure to pay when due royalties owing Sylvan.

Sylvan agrees that it will maintain the confidentiality of all financial information it shall obtain about Licensee's operations, and shall not disclose such financial information to any third party who is not bound to maintain the confidentiality of such information; provided however, that (i) Sylvan may use such information in preparing earnings claims, financial performance representations, or similar franchise disclosures, so long as the information about Licensee's operations is not identified or indicated as pertaining to Licensee, and (ii) Sylvan may prepare a composite list of financial performances by its licensees for dissemination among the licensees, identifying key operating metrics and financial information of the Licensed Business, and (iii) Sylvan may disclose such information in response to a government or judicial subpoena, provided, however, that Sylvan shall use reasonable efforts to notify Licensee of any such subpoena so that Licensee may seek a stay of enforcement of the subpoena.

In addition to the reports described in Paragraph 6.5 and Paragraph 6.6 above, Licensee shall provide to Sylvan such additional or substitute reports, at such times and with such data and information as Sylvan may request from time to time, and in the form and manner as specified by Sylvan in the Confidential Operations Manual, which reports may be electronic reports transmitted via the Computer System as defined in Paragraph 8.1 of this Agreement, or other methods specified by Sylvan.

6.7 Licensee to Pay Taxes. Licensee shall pay all taxes, regardless of their nature, assessed against it when due and before delinquent except when being contested in good faith by appropriate proceedings. Licensee agrees to pay, in addition to the monthly royalty fee, an amount equal to any sales, gross receipts, or similar tax imposed on Sylvan and calculated solely on payments required to be made by Licensee to Sylvan under this Agreement, unless such tax is an optional alternative to an income tax otherwise payable by Sylvan. Licensee shall pay such taxes on Sylvan's behalf except when being contested in good faith by appropriate proceedings. In no event shall Licensee be required to pay any income tax otherwise payable by Sylvan.

6.8 Payment of Accounts. Sylvan may, from time to time, and at its sole option and discretion, allow Licensee to purchase goods, materials, equipment, forms, printed matter, and programs on an open or revolving account, or through special installment payment plans. Any limitation on the amount Licensee may charge to an account or payment plan will be determined by Sylvan, taking into consideration the credit worthiness, financial capability, and business history of Licensee. All items charged to Licensee's account(s) shall be supported by invoice. Licensee shall promptly pay Sylvan for all charges made to Licensee's account(s). Invoiced charges are due and payable thirty (30) days after date of the invoice. If not paid by then, the unpaid balance will be considered past due, and balances not paid when due shall be subject to late charges and interest as set forth in Paragraph 6.3.1 of this Agreement. No payment by Licensee, nor any endorsement or statement on any check or writing accompanying any check or payment, may be deemed an accord and satisfaction unless agreed by Sylvan in a separate writing. Sylvan may accept any such check or payment without prejudice to Sylvan's right to recover any balance remaining or pursue any remedy available to Sylvan. Sylvan may require payment by electronic transfer of funds as provided in Paragraph 6.3.

6.9 Corporate Partnership Program. Licensee shall participate in all Corporate Partnership Program (CPP) agreements entered into by Sylvan on behalf of the Sylvan Network. Licensee acknowledges that Sylvan alone shall negotiate and establish discounts and procedures with CPP clients that will be uniformly adhered to by all CPP-participating licensees, and Licensee will offer and provide the Sylvan-established discounts from Licensee-established tuition rates subject to the following limitations:

6.9.1 Maximum tuition discount. Licensee shall not be required to extend a discount to CPP customers in excess of fifteen percent (15%) off regular tuitions set by Licensee.

6.9.2 Maximum testing fee discount. Licensee shall not be required to extend a discount to CPP customers in excess of fifty percent (50%) off regular testing fees set by Licensee.

6.9.3 Waiver of registration fees. Licensee can be required to waive all registration fees for CPP customers.

Sylvan will represent to CPP clients that the Licensed Business is a participant in the program, and will in turn authorize the CPP client to represent to members of the group defined in the CPP agreement (as examples and not as limitations, the defined group may be employees, members, and/or customers of the CPP client, consumers responding to a particular promotion, etc.) that the Licensed Business is a participant in the program. Licensee shall not be required to honor or provide any other discounts to customers who enroll in the Licensed Business pursuant to a CPP program, but may do so at Licensee's discretion. Licensee may refuse to enroll CPP customers if available space or class time is limited due to full capacity enrollment. Licensee shall periodically report the number of students, newly enrolled and existing, in the Licensed Business pursuant to CPP programs.

6.10 Cost of Living Adjustments. The flat dollar amounts set forth in Paragraph 7.9.4 (Upkeep and Refurbishments), Paragraph 7.11 (Educational Programs), Paragraph 6.2.2 (Minimum Annual Royalty), and Paragraph 7.8.1 (the cap on Monthly Territory Advertising Minimums) may be adjusted annually ("Cost of Living Adjustment") by Sylvan as set forth herein based upon changes in the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers: All items (1982-1984 = 100) ("Consumer Price Index") published by the Bureau of Labor Statistics, United States Department of Labor. The base index ("Base Index") shall be the Consumer Price Index for January 1 of the calendar year of the Effective Date. Sylvan may adjust any, some, all, or none of the four (4) flat dollar amounts identified in this Paragraph so that the adjusted flat dollar amount for a given year shall be equal to the product of (a) a fraction, the numerator of which is the Consumer Price Index for January of the year of such adjustment, and the denominator of which is the Base Index, multiplied by (b) the flat dollar amount set forth in such Paragraph.

The Cost of Living Adjustment shall apply to the flat dollar amounts in Paragraph 7.9.4 (Upkeep and Refurbishments) and Paragraph 7.11 (Educational Programs) from the Effective Date, and to the flat dollar amounts in Paragraph 6.2.2 (Minimum Annual Royalty) and Paragraph 7.8.1 (the cap on Monthly Territory Advertising Minimums) beginning in the sixth calendar year of the term of this Agreement.

7. Licensee's Obligation to Comply with Standards of Operation.

7.1 Compliance with Standards. Licensee agrees that the Licensed Business shall be managed and administered in a competent manner, in full compliance with this Agreement and the Confidential Operations Manual to preserve, maintain, and enhance the goodwill associated with the Sylvan System, the SylvanSync System, and the Licensed Marks. Licensee shall use only the Sylvan System and SylvanSync System educational training and other programs that Sylvan licenses to it under this Agreement, or courses which Sylvan specifically approves in writing. Licensee agrees to comply with Sylvan's standards, specifications, and other reasonable requirements which Sylvan may make in writing from time to time concerning the décor, design, and layout of the Licensed Business. Sylvan may prescribe specific standards for all signs identifying the Licensed Business locations, and Licensee shall place and maintain at least one sign at each location meeting Sylvan's standards for such type of location, subject to local ordinances. Licensee agrees to offer for sale at the Center only the programs, products, and services that Sylvan designates or approves from time to time, which Sylvan may modify at its option.

Licensee shall purchase from Sylvan all required diagnostic tests, education programs, programs, and student record forms, parent information booklets, and explanatory and promotional brochures developed and copyrighted by Sylvan. These materials are unique and are available from no other source. Licensee must at all times maintain an inventory of such materials sufficient to service customers and students, and to maintain the quality standards of the Sylvan System and of the SylvanSync System.

Sylvan warrants that proprietary products purchased by Licensee from Sylvan hereunder meet Sylvan's specifications for such products. Sylvan neither makes, nor does it authorize Licensee to make any other warranties, express or implied, with respect to proprietary products delivered under the License Agreement, and Sylvan expressly excludes and disclaims all implied warranties of merchantability and fitness for a particular purpose with respect to proprietary products delivered under the License Agreement.

Licensee shall also purchase certain commercially available equipment and materials required by Sylvan in the Confidential Operations Manual or otherwise in writing for use in a licensed business operating the Sylvan System or the SylvanSync System. The approved sources of such equipment and materials shall be designated by maker or author, publisher, and title in the Confidential Operations Manual. Licensee is free to choose in accordance with the approved sources list the wholesale or retail distributor from which it purchases such equipment and materials. The equipment, materials, and furniture used by Licensee must be consistent with the type, quantity, quality, and variety as Sylvan requires in the Confidential Operations Manual or otherwise in writing. Additional sources may, in Sylvan's discretion, be approved in the future. Licensee may request that Sylvan consider a proposed additional source by following the procedure stated in the Confidential Operations Manual.

Licensee shall also purchase certain commercially available furniture products which meet the specifications of Sylvan. Sylvan will provide Licensee with specifications as set forth in the Confidential Operations Manual. If the furniture does not meet Sylvan's specifications, Licensee may not use such furniture in the Licensed Business, and a Center will not be considered open for purposes of Paragraph 1.6 unless and until such conforming furniture is installed.

Licensee shall not purchase equipment, furniture items or other materials for which Sylvan has designated specifications from any supplier which does not meet Sylvan's specifications.

Sylvan intends that Sylvan company-owned Centers comply with the foregoing standards.

7.2 Center Staff Requirements; Accreditation.

7.2.1 Staff Requirements. To maintain the high image and quality standards of Sylvan's proprietary programs and materials, Licensee agrees to provide sufficient and competent management (including, without limitation, operational, financial, and marketing management), staff, and Sylvan-certified personnel at the Licensed Business to deliver high-quality instruction and service across all programs. Sylvan does not permit absentee management by Licensee. Licensee or, if Licensee is a corporation, partnership, limited liability company, or limited liability partnership, Licensee's Managing Principal, shall be fully involved in the operation of the Licensed Business, providing hands-on leadership, oversight, and support to employees. The operation, growth, and success of the Licensed Business must be the Managing Principal's primary professional responsibility; the Managing Principal may serve in whichever full-time role benefits the business most in Licensee's professional judgment. Licensee or Managing Principal must be available to engage and communicate with members of the Sylvan Corporate staff regarding the Licensed Business during normal working hours. Licensee agrees that it shall comply with Sylvan's standards and requirements for staffing the Licensed Business, as designated in the Confidential Operations Manual, and any changes, additions, or modifications thereto.

7.2.2 Accreditation. Licensee agrees that if accreditation for supplemental education programs or services offered by Licensee is available from an accrediting body or organization, Licensee will at Sylvan's request comply with the standards necessary to attain and maintain such accreditation.

7.3 Advertising To Promote Sylvan System Services and SylvanSync System Services. Except for media forms whose circulation cannot be limited to Licensee's Territory, Licensee shall not, under any circumstances, place advertisements promoting and publicizing Sylvan System or SylvanSync System programs in another Licensee's territory or in the territory of a Sylvan Company-owned Center without Sylvan's prior written permission. For media forms whose circulation cannot be limited, Licensee shall conform to Sylvan's guidelines set forth in the Confidential Operations Manual or otherwise in writing.

7.3.1 Sylvan will make available to Licensee from time to time certain advertising materials which have been approved by Sylvan as being suitable for advertising and promotional purposes. Licensee shall not make any changes to such pre-approved advertising materials without the advance written consent of Sylvan. Sylvan may subsequently withdraw its approval of any previously approved advertising materials in which event Licensee shall cease using such advertising within a reasonable period of time, which shall in no event exceed ninety (90) days.

7.3.2 Licensee shall not publish any advertising which has not been previously approved or provided by Sylvan. If Licensee wishes to publish any advertising which has not been previously approved by Sylvan, Licensee shall submit a copy of each new advertisement to Sylvan prior to the first publication of that advertisement, and shall not publish any advertising without the express written approval of Sylvan. Any advertisement submitted to Sylvan for approval shall be deemed approved if not expressly disapproved by Sylvan within twenty-one (21) calendar days after receipt by Sylvan. Failure to obtain prior approval constitutes a breach of this Agreement. Once an advertisement has been approved or deemed approved by Sylvan, Licensee may update Licensee's address, telephone number(s), fax number(s), web address(es), and operating hours on the advertisement from time to time without submitting same to Sylvan for approval, provided no material changes are made to the advertisement. Licensee shall not use the

name of any public figure or celebrity in its advertising without Sylvan's prior written approval. Licensee's obligations hereunder also apply to advertising and marketing activities in which Licensee engages through any local or regional cooperative as further described in Paragraph 7.8.2.

7.3.3 In transmitting and causing any other party to transmit advertisements or solicitations by e-mail or other electronic media, Licensee shall comply with and shall cause other parties to comply with Sylvan's standards and policies and the Confidential Operations Manual.

7.4 Answering Service and Response Times. In order to assure the quality of services Licensee offers under this Agreement, all telephone calls to the Licensed Business must be answered by a live person during the period from 08:00 a.m. to 08:00 p.m. local time in the Territory during at least six (6) days of each calendar week. The live person shall be either a member of Licensee's personnel or work through an answering service or contact center. In addition, Licensee shall ensure that all web and email inquiries to the Licensed Business are responded to in an appropriately personalized and courteous manner within one (1) business day but in no event longer than two (2) calendar days and via the communications channel(s) that Sylvan reasonably designates in the Confidential Operations Manual from time to time, which may include, as examples and not as limitations, email or voice/telephone. Licensee shall maintain at Licensee's expense a telephone answering function that is active during all times when the Licensed Business is closed. The required message for the answering function shall be designated in the Confidential Operations Manual or otherwise in writing. Sylvan has established a contact center program whereby Sylvan either elects to provide certain contact center services and/or designates a third-party vendor to provide certain contact center services to Licensee (the "Contact Center Program"). Commencing on the date the Center opens for operation and continuing until the one (1)-year anniversary thereof, Licensee is required to participate in the Contact Center Program and to pay the associated fees that Sylvan designates from time to time. Licensee must also enter into the form of agreement designated by Sylvan in connection with Licensee's participation in the Contact Center Program, and Sylvan's current form of "Contact Center Franchisee Participation Agreement" is attached to this License Agreement as Exhibit E. Sylvan reserves the right to modify the Contact Center Program fees, and modify the Contact Center Program agreement, from time to time. All fees that Sylvan designates in connection with the Contact Center Program shall be paid by Licensee to Sylvan or a third-party, at Sylvan's option, at such time and in such manner as Sylvan designates.

7.5 Sylvan Advertising.

7.5.1 Licensee Advertising Advisory Committee. Sylvan shall establish and administer a Licensee Advertising Advisory Committee (the "Committee") that shall consult with Sylvan concerning the selection and placement of Sylvan Advertising as defined in Paragraph 7.5.2. The Committee shall be composed of three (3) licensees appointed by Sylvan. Each licensee member shall serve for a one (1) year term corresponding to the calendar year. Any licensee member may be successively reappointed, and any vacancy shall be filled by prompt appointment by Sylvan. Each licensee member must be in good standing under all of its license agreements with Sylvan during such licensee member's term on the Committee; otherwise, Sylvan may remove such licensee member from the Committee. Sylvan shall meet with the Committee as appropriate, but Sylvan shall not be obligated to participate in more than four (4) such meetings per calendar year. All meetings shall be held by telephone or other communications channel designated by Sylvan.

7.5.2 Advertising Allocation; Advertising, Marketing and Public Relations. Subject to the other provisions of this Agreement, Sylvan has the right to direct some amount (the "Advertising Allocation") of Licensee's royalty toward funding advertising and marketing programs and activities intended to increase the public's awareness of the Sylvan Network, the Sylvan System, and the SylvanSync System generally ("Sylvan Advertising"). Sylvan undertakes no obligation to ensure that any individual licensee benefits directly or on a pro rata basis from Sylvan Advertising. The amount and frequency of the Advertising Allocation shall be determined in Sylvan's sole discretion and are subject to change at any time. Sylvan may, in its sole discretion, modify, decrease, suspend, and/or increase expenditures and/or operations of Sylvan Advertising from time to time. Sylvan has sole discretion to determine what advertising, marketing, and public relations programs and activities Sylvan undertakes within Sylvan Advertising, and has sole

discretion over the creative concepts, materials, and endorsements used in such Sylvan Advertising and the geographic, market, and media placement and allocation of advertising and marketing materials in connection with Sylvan Advertising. Licensee agrees to participate in all Sylvan Advertising activities and programs that Sylvan designates, provided that Licensee is not required to make expenditures outside of the Advertising Allocation and/or Licensee's local advertising expenditure requirements as set forth in and limited by this Agreement. Sylvan shall report to licensees annually concerning advertising, marketing, and public relations activities conducted and proposed for Sylvan Advertising and also concerning amounts expended on same. Sylvan has no obligation to audit the amounts collected in connection with the Advertising Allocation, however, it may choose to make unaudited financial statements regarding the Advertising Allocation available upon request.

7.5.3 Website. Sylvan shall arrange for maintenance of a Website for the benefit of Sylvan and the Sylvan brand and Sylvan Network generally as funded from Advertising Allocations. Provided that Licensee is not in default under this Agreement, Sylvan shall provide one or more references or webpage(s) to Licensee's Center, as Sylvan may periodically designate, within Sylvan's Website. Licensee shall ensure the accuracy and timeliness of all information in all such references and webpage(s) concerning Licensee's Center. (The term "Website" as used in this Agreement means one or more related documents, designs, pages, or other communications that can be accessed through electronic means, including but not limited to the Internet, World Wide Web, social networking sites (including but not limited to Facebook, Twitter, LinkedIn, Google Wave, YouTube, etc.), blogs, vlogs, and other applications, etc.). Licensee agrees not to establish or use any Website or authorize any other party to establish a Website that relates in any manner to the Licensed Business or refers to the Proprietary Marks except with Sylvan's prior written approval, which Sylvan may withhold in its sole discretion.

7.5.4 Legacy Forms and Alternative Funding Formula. Certain legacy license agreements provide for an "alternative funding formula" ("AFF") that sets the level of those licensees' spend from time to time on advertising of the type described in Paragraph 7.5.2. If an AFF is proposed to licensees in the United States pursuant to such legacy license agreements, Licensee shall be deemed to have agreed to such AFF with respect to this Agreement, and Licensee's Advertising Allocation to Sylvan Advertising shall be in the amount set forth in the AFF for the term of the AFF, if the AFF is approved by licensees owning at least two-thirds (2/3) of outstanding license agreements in the United States. No third party is a beneficiary to the provisions in this Paragraph 7.5.4. In all other cases, Sylvan will determine the Advertising Allocation amount as described in Paragraph 7.5.2.

7.6 Licensee to Obtain Permits and Licenses. Prior to commencing business operations, Licensee shall obtain all local and state permits, licenses, and certifications necessary to operate the Licensed Business. Licensee shall also comply at all times with all educational, safety, building, or other local, state, and federal statutes, ordinances, regulations, codes, licensing requirements, or standards applicable to the Licensed Business. Sylvan shall in no manner be liable for advising Licensee of such matters or determining Licensee's compliance therewith and Licensee will defend, indemnify, and hold Sylvan harmless from any claims or loss relating to same.

7.7 Best Efforts. Licensee shall at all times during the term hereof actively promote and sell Sylvan System and SylvanSync System services at and from the Licensed Business and will use its primary and best efforts to cultivate, develop, and expand the market for same within the Territory consistent with Sylvan's evaluation of the potential of the Territory taking into consideration such factors as the size of population in and market potential of the Territory, competition in the marketplace, the prior performance of Licensee or other licensees in other geographic areas, and such other financial and market factors as Sylvan may deem pertinent. Licensee agrees that the Licensed Business shall be open and fully staffed during periods specified in the Confidential Operations Manual or otherwise by Sylvan in writing (subject to the limitations in the next sentence) to the extent that such hours do not violate the provisions of Licensee's premises lease. Each Center must be open and fully staffed for instruction for at least the "Minimum Instructional Hours," defined as not fewer than three (3) consecutive hours per day, five (5) days per week, of which one day must be a weekend day, and in no event shall Sylvan require any Center to be open in excess of the Minimum Instructional Hours during the term of this Agreement. Licensee acknowledges and agrees that the Minimum Instructional Hours are an absolute minimum and that Sylvan makes no guarantee

that the Minimum Instructional Hours will result in any minimum performance, revenue, or outcome for the Licensed Business.

7.8 Monthly Territory Advertising Minimum and New Primary Center Advertising Minimum; Local and Co-operative Advertising Expenditures.

7.8.1 In order to promote its Licensed Business and the Sylvan System and SylvanSync System generally, Licensee agrees that it shall expend each month, on approved local advertising using the type of advertising specified in Paragraph 7.3 or on other marketing and advertising materials and activities approved by Sylvan, a "Monthly Territory Advertising Minimum" equal to eight percent (8%) of Licensee's prior month's gross revenues. Licensee shall expend not less than Ten Thousand Dollars (\$10,000) on advertising and marketing approved by Sylvan to promote the Primary Center during the three (3) month period beginning in the month before the Primary Center opens, and such expenditures shall be recognized toward the Monthly Territory Advertising Minimum for the month in which they are expended and in the subsequent month(s) until the total expenditure has been so recognized; this Primary Center expenditure obligation does not apply to relocations. Licensee shall keep appropriate records and receipts for all advertising or marketing expenditures for at least three years, and shall provide substantiating data for such expenditures upon request by Sylvan. Notwithstanding the foregoing, if and at such time as Licensee has expended Forty Thousand Dollars (\$40,000) per Territory in a given calendar year on local advertising under this Paragraph approved by Sylvan, then Licensee's Monthly Territory Advertising Minimum obligations automatically shall be waived for the remainder of such calendar year.

7.8.2 Upon Sylvan's request, Licensee shall be required to contribute up to one hundred percent (100%) of the amounts provided in Paragraph 7.8.1 to a local or regional advertising cooperative comprising a geographic region and such licensee operated licensed businesses and Sylvan operated licensed businesses therein as Sylvan may designate in its sole and reasonable judgment. For absence of doubt, the parties agree that a cooperative may consist of a single licensed business or more than one licensed business. At Sylvan's request, a representative of Licensee shall participate in the administration of such advertising cooperative. All advertising and marketing decisions of any such cooperative, including without limitation, content and media placement, shall be subject to Sylvan's prior approval and shall comply with the terms and conditions of this Agreement, including without limitation Paragraph 7.3. Licensee's payment obligations to such cooperative shall be offset by Licensee's verified New Center Advertising expenditures described in Paragraph 7.8.1 of this Agreement.

7.9 **Quality Assurance.** In order to enhance the public image and reputation of the Sylvan System and the SylvanSync System and maintain and ensure the quality and consistency of services provided thereunder, Sylvan may, without notice, perform a Quality Assurance Review either remotely or by sending a Sylvan representative or other designated representative to the Licensed Business or any part thereof, and Licensee shall allow Sylvan's and Sylvan's representative to observe Licensee's operation and methods. Licensee will fully cooperate with such representative and will make available any data concerning the Licensed Business and its operation as reasonably requested by such representative. For each Quality Assurance Review, Sylvan's representative will produce and deliver to Licensee a Quality Assurance Review document which will describe the results of the Review and include a Correction Plan setting forth any material deficiencies observed and recommendations relating thereto. Licensee will, within the time limits set forth in such Correction Plan, comply with and fully implement any corrective action designated therein as mandatory or required, and will consider in good faith any other recommendations or suggestions. The representative will endeavor to minimize the disruption of the educational services being provided by Licensee while the representative is present in the Licensed Business.

7.9.1 Licensee shall maintain the Licensed Business locations, the equipment in the Licensed Business (including, without limitation, computers, computer and other software, telephones, Internet, telecommunications or other communications equipment, utilities, interior signage, fixtures, furniture, furnishings, décor, and interior), and the signs and exterior of the Licensed Business locations in good condition and repair continually during the term of this Agreement. Licensee agrees to adhere to Sylvan's standards, specifications and procedures for signs, fixtures, furnishings, carpeting, interior paint,

equipment, color schemes and trade dress for locations in the Licensed Business as described in the Confidential Operations Manual or otherwise by Sylvan in writing from time to time.

7.9.2 Notwithstanding Paragraph 7.9.1 above, in the event that Sylvan finds Licensee in default for failure to comply with the provisions of Paragraph 7.9.1, Licensee may seek suspension of such default if Licensee demonstrates that the Sylvan licensed businesses in general owned by Sylvan and its affiliates fail at that time to meet the provisions of Paragraph 7.9.1. In interpreting this Paragraph 7.9.2, the Sylvan licensed businesses owned by Sylvan and its affiliates shall be considered generally so that Licensee may not seek suspension of its obligations under Paragraph 7.9.1 by comparing the Licensed Business to any single Sylvan licensed business or group of Sylvan licensed businesses not constituting all of the Sylvan licensed businesses in general owned by Sylvan and its affiliates.

7.9.3 Sylvan shall have the sole right to add to, modify, or delete from the standards, specifications, policies, and procedures for signs, furnishings, and equipment for the Licensed Business to conform to the trade dress, color schemes, and presentations of the marks in a manner consistent with the then-current image of Sylvan licensed businesses. If Sylvan modifies, adds to, or deletes from its standards, specifications, and procedures, Licensee agrees to update, refurbish, and improve the Licensed Business as Sylvan may require as soon as reasonably possible, or discontinue the use of equipment, furnishings, or equipment that Sylvan specifies.

7.9.4 Maintenance, refurbishment, modification, and upgrading of the Licensed Business shall be at Licensee's expense; provided, however that Sylvan shall not require Licensee to expend sums on such modifications, upgrades, additions, or deletions in excess of the following amounts:

(a) Five thousand dollars (\$5,000) per Center, not to exceed Ten Thousand dollars (\$10,000) per Territory, annually for the Computer System, excluding licensing fees;

(b) In addition to its maintenance obligations set forth in Paragraph 7.1 and 7.9.1, Five Thousand dollars (\$5,000) per Center, not to exceed Ten Thousand dollars (\$10,000) per Territory, annually for refurbishing and upgrading fixtures, furnishings, décor, and trade dress, excluding costs and expenses required under Paragraph 7.9.4(a) and (c);

(c) Once during the term of this Agreement, but not before the third (3rd) anniversary of the Effective Date hereof, and once during each renewal term, Seventy-Five Thousand dollars (\$75,000) total for the Territory, which may be divided among any number of Centers in the Territory or allocated to one Center, in Sylvan's discretion, toward bringing the Center(s) into compliance with the then-current standards for center design, layout floor plan, furnishings, signage, and trade dress ("Center Remodel"). Expenses for one relocation in each term shall count toward the expenditure cap under (c) in that term. In the event that Licensee does not agree with Sylvan concerning the work Licensee must complete in order to comply with Sylvan's standards concerning a Center Remodel (the "Center Model Requirement"), the work necessary for the Center Remodel shall be determined as follows:

(i) Licensee shall advise Sylvan of such objection in writing, and Sylvan and Licensee shall negotiate for a period of thirty (30) days the specific remodeling and/or refurbishing requirements applicable to the Center in accordance with the standards and requirements of this Agreement and the then-current standards for center design. If the parties agree on such specifics, then the Licensee's Center Remodel Requirement work shall be deemed agreed upon, and all such work shall be performed by Licensee as required by this Agreement.

(ii) If the parties are unable to agree on a remodeling and/or refurbishing plan, then Sylvan may, in its sole discretion, declare an impasse in negotiations, and the parties shall then have the matter arbitrated pursuant to the terms of this section.

(iii) The matter shall be referred to a Remodeling Arbitrator. The Remodeling Arbitrator shall be a neutral architect selected by agreement of Sylvan and Licensee. However,

if Sylvan and Licensee do not agree upon an architect to act as Remodeling Arbitrator, then Sylvan and Licensee shall, within thirty (30) days of Sylvan's declaration of an impasse, each select an architect, and those two selected architects shall then jointly identify a third neutral architect, and the third neutral architect will then serve as the Remodeling Arbitrator under the rules of the American Arbitration Association and this Agreement.

(iv) Sylvan and Licensee shall equally divide the costs of any Remodeling Arbitrator.

(v) Within fifteen (15) days of the selection of the Remodeling Arbitrator, Sylvan and Licensee shall each submit their Center Remodel Requirement proposals to the Remodeling Arbitrator. The Remodeling Arbitrator shall then set a hearing date to be conducted within fifteen (15) days of the Remodeling Arbitrator's receipt of the competing proposals. Hearings may be conducted in person, by videoconference, by teleconference, or by any other means agreed upon by the parties. Any party may waive a personal appearance and not appear, or may appear by telephone or video conference. Each party shall have thirty (30) minutes to present its proposal to the Remodeling Arbitrator, except that such time may be extended at the discretion of the Remodeling Arbitrator.

(vi) During the hearing the Remodeling Arbitrator may offer suggestions for compromise and may attempt to mediate a resolution of the competing proposals. Upon completion of the hearing, the proposals will be deemed submitted to the Remodeling Arbitrator for decision, subject to such reasonable rules or provisions as the Remodeling Arbitrator may impose.

(vii) Within fourteen (14) days after completion of the hearing, the Remodeling Arbitrator shall issue a ruling on whether the Sylvan proposal or the Licensee proposal shall be required to be performed by Licensee to comply with the Center Remodel Requirement. The Remodeling Arbitrator may take into consideration the remodeling provisions of each proposal, the Sylvan standards for the Center Remodel Requirement imposed by this Agreement, the then-current standards for center design, and Sylvan's rights under this agreement to modify the Sylvan standards for center design. The Remodeling Arbitrator shall have no authority to modify or compromise the two proposals, and the Remodeling Arbitrator's decision shall be final. In no event shall the Licensee be required to spend in excess of seventy-five thousand dollars (\$75,000) to complete the Center Remodel.

The expenditures required in (a) and (b) above shall not exceed thirty-six thousand dollars (\$36,000) minus expenditures on mandatory Sylvan System programs, enhancements, and updates, up to the maximum set forth in Paragraph 7.11 of this Agreement, in any three (3) year period. Each year's required expenditure cap under this Paragraph 7.9.4 shall be unique to that year and shall not be affected by expenses incurred in any other year. Licensee's voluntary (that is, not in response to a direction by Sylvan) expenditures in (a), (b), and (c) above shall count toward the maximums herein to the extent that such purchases further and do not diminish the Center's overall compliance with Sylvan's standards. No expenditure shall entitle Licensee to offset or fail to meet any other obligation pursuant to this Agreement, including without limitation obligations to meet operational requirements.

7.10 Attendance at Conferences. The Licensee shall attend national and regional conferences, and Licensee's Sylvan-certified personnel shall attend regional conferences designated as mandatory or required in the Confidential Operations Manual or otherwise by Sylvan. If Licensee is a partnership, corporation, or other business entity, the requirements of this paragraph will be met if the national conference is attended by Licensee's Managing Principal. Licensee must bear all expenses of attending such conferences, including but not limited to registration and/or attendance fees, travel, lodging, meals, and entertainment. All registration and/or attendance fees paid to Sylvan shall be reasonable.

7.11 Compliance with Educational Standards; Mandatory Programs and Training. Sylvan has established certain defined standards in teaching methods and procedures for the delivery of its educational and instructional programs, and will offer help and assistance to the Licensee in attaining and maintaining those standards. Licensee shall comply with all educational standards designated as required or mandatory by Sylvan in its Confidential Operations Manual or otherwise in writing. From time to time, Sylvan may

develop or have developed for it new or enhanced programs or modules designated for use in the Sylvan System or the SylvanSync System, and shall make such programs or modules available to Licensee as either mandatory or optional items. In the event a Sylvan System item is designated as mandatory, Sylvan may not require implementation of that item in the Licensed Business earlier than one hundred eighty (180) days after the item is generally made available to Sylvan's licensees. In the event that a SylvanSync System item is designated as mandatory, Sylvan may not require implementation of same earlier than thirty (30) days after the item is generally made available to Sylvan's licensees. Mandatory Sylvan System and SylvanSync System programs and enhancements or updates to same shall be provided to Licensee at Sylvan's cost. Licensee shall be required to purchase, implement, and make available to its customers each such mandatory program, enhancement, or update to mandatory program no later than the required implementation date for each as determined by Sylvan in accordance with the provisions of this paragraph. Optional Sylvan System and SylvanSync System programs and updates to same will be made available to Licensee for such charges as Sylvan shall establish. Licensee acknowledges and agrees that Sylvan may require Licensee, Managing Principal, and/or Licensee's personnel to successfully complete designated training and/or obtain designated certifications before releasing programs, updates, or modules to Licensee. Licensee's failure to complete such requirements or cause personnel to complete such requirements (provided that the training is made available to Licensee) shall not constitute a defense of Licensee's failure to obtain and implement any mandatory program or module on or before the required implementation date. For any calendar year in which Licensee is required to expend more than Five Thousand Dollars (\$5,000) per Center, not to exceed Ten Thousand Dollars (\$10,000) per Territory, (which maximum shall be adjusted each calendar year based upon the cost of living adjustment in Paragraph 6.10 of this Agreement) altogether on mandatory Sylvan System and/or SylvanSync System programs required to be implemented beginning in that year, Licensee shall be permitted to extend payment of the amount in excess of such maximum to the following calendar year(s) for so long as Licensee's obligations in any given year exceed the maximum. Expenditures on mandatory programs, enhancements or updates purchased and implemented after their required implementation date has already passed shall not count toward the maximums in this Paragraph 7.11 and in Paragraph 7.9.4. As set forth in Paragraph 4.2.8, Sylvan shall make available to Licensee at no charge each assessment that Sylvan deems mandatory in any mandatory Sylvan System or SylvanSync System program, and Licensee may use such assessment at no charge in all Sylvan System and SylvanSync System programs, whether optional or mandatory, in which Sylvan approves use of such assessment. Optional assessments in the Sylvan System and SylvanSync System will be made available to Licensee for such charges as Sylvan shall establish.

7.12 Customer Information.

7.12.1 All information that Licensee collects, receives, or otherwise possesses relating to past, current, future, or prospective customers is referred to in this Agreement as "Customer Information." Sylvan may periodically establish policies respecting the collection, maintenance, storage, and use of the Customer Information by Sylvan franchisees, including Licensee, and Licensee agrees to comply with such policies. Licensee shall input and maintain in the Computer System all Customer Information which is capable of being so stored.

7.12.2 Licensee may not use the Customer Information for any purpose other than in the normal conduct of the Licensed Business. Licensee may not sell, loan, give, or otherwise disclose any Customer Information, including customer lists, to any party without Sylvan's prior written permission except in the normal conduct of the Licensed Business. Licensee must use commercially reasonable efforts to keep the Customer Information secure at all times.

7.12.3 Sylvan may have independent access to the Customer Information via connection to the Computer System. Nevertheless, upon Sylvan's request, Licensee shall promptly provide Sylvan a copy of all Customer Information in electronic or other format Sylvan designates.

7.12.4 Upon expiration or termination of this Agreement (except solely for termination as a result of an uncured default by Sylvan hereunder), Licensee shall send to Sylvan a true, accurate, and complete copy of all Customer Information in electronic or other format designated by Sylvan. Licensee acknowledges that, upon expiration or termination of this Agreement (except solely for termination of this

Agreement as a result of an uncured default by Sylvan hereunder), Licensee shall no longer have any right to use, and Licensee shall not use, the Customer Information for any purpose whatsoever.

7.12.5 Both during and after the term of this Agreement, Sylvan may use, and authorize others to use, the Customer Information only for purposes that, in Sylvan's exclusive business judgment, will benefit the Sylvan Network or the Sylvan brand. Except for the purposes set forth in the foregoing sentence, Sylvan shall not share Customer Information with any third party, including without limitation persons or entities that, even though affiliated with Sylvan, do not operate under or perform functions in support of the Sylvan Network or the Sylvan brand. Before using or authorizing others to use the Customer Information for any purpose other than data analysis, research, or maintenance, Sylvan shall advise the Licensee Advertising Advisory Committee as it exists at such time, or a successor to the Licensee Advertising Advisory Committee, of how and when the Customer Information is proposed to be used or to be authorized to be used. Sylvan shall not share with any other Sylvan franchisee any segment of Customer Information that personally identifies customers of the Licensed Business, except with Licensee's written consent, and shall not require Licensee to do so except in the normal course of facilitating the instruction of a transferring student.

7.12.6 Neither Sylvan nor Licensee shall use the Customer Information in any manner that would violate any applicable laws governing the privacy rights of any customer, and their use of Customer Information is subject to the provisions of Paragraph 8.3 concerning privacy. In the event either Sylvan or Licensee provides any Customer Information to a third party, the furnishing party shall require the receiving third party to also comply with all applicable laws governing the privacy rights of any customer.

7.13 Membership in FOA during the Initial Period. The Sylvan Learning Center Franchise Owners Association ("FOA") is an organization of Sylvan licensees that is administered by The Sylvan Franchise Owners Association, Inc., a Maryland corporation. Licensee shall become a member of the FOA on the Effective Date, and shall maintain Licensee's FOA membership during the "Initial Period," which is the remainder of the calendar year of the Effective Date plus the subsequent calendar year. Licensee's membership in the FOA after the Initial Period is optional. The FOA collects annual membership dues from its members. FOA annual membership dues are based on the number of Centers a licensee is licensed to operate. Licensee is responsible for Licensee's FOA membership costs, dues, fees, and activities. Licensee acknowledges and agrees that Sylvan does not own or control any part of the FOA or of The Sylvan Franchise Owners Association, Inc. In the event that fewer than twenty-five percent (25%) of active Sylvan licensees in the United States and Canada are members of the FOA as of December 31 of a given calendar year, Licensee's obligations in this Paragraph shall not apply during the subsequent calendar year.

7.14 Purpose of Standards, Training, and Assistance. Sylvan and its representatives provide standards, training, and assistance to Licensee and Licensee's employees for the sole purpose of helping Licensee to properly utilize the Sylvan System and the SylvanSync System in conducting the Licensed Business. It is understood and agreed that standards, training, and assistance from Sylvan do not constitute or create any employer/employee relationship with Licensee or Licensee's employees. Licensee is solely responsible for all employment matters in connection with the Licensee's business, including without limitation all hiring, termination, supervision, compensation, and discipline matters.

8. Technology.

8.1 Computer System. Sylvan has the right to specify certain information and communications technologies, equipment, systems, and formats, including, but not limited, to electronic personal computers, networks and network configurations, software ("Required Software"), hardware, data storage, retrieval, and transmission systems, and internet access mode and speed, and minimum operating specifications for same, that Licensee must use in connection with its operation of the Licensed Business and communications with Sylvan and others. Collectively, all of the items of hardware, software, firmware, systems, and other elements referred to above in this Paragraph 8.1 are referred to in this Agreement as the "Computer System." Licensee agrees to comply with Sylvan's requirements with respect to the Computer System. In this regard:

8.1.1 Sylvan has the sole right to determine and designate which elements and/or components of the Computer System are mandatory, and which are optional.

8.1.2 Licensee agrees to install and use the Computer System and Required Software in the manner that Sylvan requires.

8.1.3 Subject to the cost protections provided in Paragraph 7.9.4(a), Licensee agrees to implement and periodically upgrade, update, and make other changes to the Computer System and Required Software as Sylvan may request in writing (collectively, "Computer Upgrades"). Sylvan may, but is not obligated to, implement such required Computer Upgrades for or on behalf of Licensee, and Licensee shall reimburse Sylvan for Sylvan's costs and expenses, under the following circumstances: (i) in the event that Licensee does not meet any obligation concerning Computer Upgrades within the time period specified by Sylvan; and (ii) for Computer Upgrades that can be remotely performed by Sylvan.

8.1.4 Licensee agrees to comply with Sylvan's written specifications (whether in the Confidential Operations Manual or otherwise) with respect to the Computer System and the Required Software, and with respect to Computer Upgrades, at Licensee's own expense subject to the maximums set forth in Paragraphs 7.11 and 7.9.4 of this Agreement.

8.1.5 Licensee agrees to afford Sylvan unimpeded access to Licensee's Computer System and Required Software in the manner, form, and at the times set forth in this Agreement and the Confidential Operations Manual and otherwise upon Sylvan's request.

8.1.6 Licensee shall establish and maintain Internet access and an electronic mail address, and shall keep Sylvan informed of such address and all changes thereto during the term of this Agreement. Licensee shall use such the electronic address or addresses and associated mailboxes that Sylvan specifies from time to time.

8.1.7 To the extent that any hardware ("Sylvan Hardware") or software ("Sylvan Software") for use within the Computer System is the property of Sylvan and is loaned or licensed by Sylvan to Licensee:

(a) Licensee shall maintain the Sylvan Hardware in good condition, normal wear and tear excepted. Licensee shall be responsible for loss of, or damage to, the Sylvan Hardware due to fire, theft, or other catastrophe, and agrees to keep the Sylvan Hardware insured against such catastrophic loss. Upon Sylvan's request, Licensee shall provide Sylvan with a certificate evidencing such insurance coverage;

(b) Sylvan shall provide certain maintenance and support services for the Sylvan Hardware and for designated software loaded onto the Sylvan Hardware. The definition, scope, nature, and extent of the support services will be set forth in a written or electronic service level agreement, which agreement may be modified and updated by Sylvan from time to time. Sylvan agrees to be bound by its obligations under such service level agreement.

(c) No Warranties. LICENSEE UNDERSTANDS AND ACKNOWLEDGES THAT THE SYLVAN HARDWARE AND SYLVAN SOFTWARE IS PROVIDED TO LICENSEE "AS IS." SYLVAN DISCLAIMS ANY AND ALL WARRANTIES AND GUARANTEES RELATED TO THE SYLVAN HARDWARE OR SYLVAN SOFTWARE, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

(d) Such Sylvan Hardware and Sylvan Software shall remain the property of Sylvan.

8.2 Data and Reporting. Sylvan has the right to periodically specify in writing, in the Confidential Operations Manual or otherwise, the information that Licensee must collect and maintain on the Computer System, including, without limitation, the Customer Information as defined in Section 7.12, and Licensee agrees to provide Sylvan with the reports that Sylvan may reasonably request from the data so collected and maintained. Licensee agrees to: (a) upload to Sylvan daily (or at such other intervals that Sylvan may reasonably require) all information and materials that Sylvan may require in connection with Licensee's operation of the Licensed Business; and (b) permit Sylvan access to download information from Licensee.

8.3 Privacy Laws; Laws Pertaining to E-Mails. Licensee and Sylvan agree to abide by all applicable laws pertaining to the privacy of consumer, employee, and transactional information ("Privacy Laws").

8.3.1 Licensee agrees to comply with Sylvan's standards and policies pertaining to Privacy Laws. If there is a conflict between Sylvan's standards and policies pertaining to Privacy Laws and actual applicable law, Licensee shall: (i) comply with the requirements of applicable law; (ii) immediately give Sylvan written notice of said conflict, identifying the applicable law; and (iii) promptly and fully cooperate with Sylvan and Sylvan's counsel in determining the most effective way, if possible, to meet Sylvan's standards and policies pertaining to Privacy Laws within the bounds of applicable law.

8.3.2 Licensee agrees not to publish, disseminate, implement, revise, or rescind a data privacy policy without Sylvan's prior written consent as to said policy.

8.3.3 In addition to any other provision of this Agreement, each party shall be responsible for its respective compliance with any laws pertaining to sending e-mails, including but not limited to the Controlling the Assault of Non-Solicited Pornography and Proprietary Marketing Act of 2003 (known as the "CAN-SPAM Act of 2003").

8.4 Licensee Agreements Concerning Websites. If Sylvan ever does approve in writing a request for Licensee to use a separate Website (but by including these terms, Sylvan is not deemed to have promised or represented that it will approve a separate Website for Licensee), then Sylvan has the right to require that Licensee meet any or all of the following requirements:

8.4.1 Licensee agrees that any separate Website that it owns or that is maintained for its benefit shall be deemed "advertising" under this Agreement and will be subject to, among other things, the terms and conditions of this Agreement, including, without limitation, Paragraph 7.3 above, and Sylvan's prior written approval.

8.4.2 Licensee agrees that, before establishing any Website, Licensee shall submit to Sylvan, for Sylvan's prior written approval, a sample of the proposed Website domain name, format, visible content (including, without limitation, proposed screen shots), and non-visible content (including, without limitation, meta data and meta tags) in the form and manner Sylvan may reasonably require.

8.4.3 Licensee agrees not to use or modify any such Website without Sylvan's prior written approval as to such proposed use or modification.

8.4.4 Licensee agrees to comply with Sylvan's written standards and specifications for Websites, as set forth in the Confidential Operations Manual and otherwise, in addition to any other applicable requirements. Such standards and specifications may concern, as an example and not as a limitation, Licensee's use of social media.

8.5 Use of the Proprietary Marks. Licensee agrees not to use or permit the use or display of the Proprietary Marks as part of any Internet domain name or website, or any other electronic identifier (including but not limited to e-mail addresses, account names in a social media site, and the like) of

Licensee or the Licensed Business in any forum or medium, except with Sylvan's prior written approval and in compliance with Sylvan's policies concerning same as set forth from time to time.

8.6 Changes to Technology. Because changes to technology are dynamic and not predictable within the term of this Agreement, and in order to provide for inevitable but unpredictable changes to technological needs and opportunities, Licensee agrees: (a) that Sylvan will have the right to establish, in writing, reasonable new standards to address new technologies, whether published in the Confidential Operations Manual or otherwise in writing, and that Sylvan has the right to implement those changes in technology into the Computer System and to add or modify fees accordingly, subject to the maximum required expenditures identified in this Agreement; and (b) to implement upgrades and updates to the Computer System and all other technology aspects of the Licensed Business at such times, and in the manner, specified by Sylvan.

9. Transfer and Assignment.

9.1 Transfer or Assignment by Sylvan. This Agreement and all rights and duties of Licensor hereunder may be freely assigned or transferred by Sylvan at its sole discretion to any person or legal entity which agrees to assume Sylvan's obligations hereunder, and shall be binding upon and inure to the benefit of Sylvan's successors and assigns including, without limitation, any entity which acquires all or a portion of the capital stock of Sylvan or any entity resulting from or participating in a merger, consolidation, or reorganization in which Sylvan is involved, and to which Sylvan's rights and duties hereunder are assigned or transferred.

9.2 Licensee's Obligations Are Personal; Approval of Transferees. Licensee understands and acknowledges that the rights and duties created by this Agreement are personal to Licensee, and that Sylvan has granted the Licenses in reliance on many factors, including, without limitation, the individual or collective character, skill, aptitude, and business and financial capacity of Licensee and Licensee's principals named on the signature page hereof. Accordingly, neither Licensee nor any person named on the signature page hereof shall, without Sylvan's prior written consent, which Sylvan may condition on such procedures as Sylvan may require, directly or indirectly sell, assign, transfer, convey, give away, pledge, mortgage, or otherwise encumber any interest in the Licenses, this Agreement or any portion or aspect thereof, or any equity or voting interest in Licensee (each a "Transfer"). Any purported Transfer occurring by operation of law or otherwise, including any assignment by a trustee in bankruptcy, without Sylvan's prior written consent shall be a material default of this Agreement. Any purchase and sale agreement entered into by Licensee for any Transfer must provide for and require that the Center must continue to operate without interruption during the Transfer.

9.3 Approval for Transfer of Majority Interest. Prior to Licensee effecting any Transfer hereunder, the effect of which would be to reduce the cumulative percentage interest of all persons named on the signature page to less than fifty-one percent (51%), Licensee must first have i) complied with all provisions and met all requirements of this Section 9, this Paragraph 9.3, and Paragraphs 9.3.1 through 9.3.10 hereto, and ii) obtained Sylvan's conditional approval of the proposed Transfer subject to compliance with this Section 9. Provided that Licensee and the proposed transferee comply with the provisions of this Section 9, Sylvan shall not unreasonably withhold its consent to a Transfer by Licensee of any interest in this License, this Agreement, or any equity or voting interest in Licensee (including, without limitation, any direct or indirect interest, such as by management contract, lease, proxy for voting of stock, or otherwise).

9.3.1 The proposed transferee shall travel to Sylvan's headquarters at the transferee's expense to meet with Sylvan's personnel. The transferee shall demonstrate to Sylvan's sole satisfaction that it meets all of Sylvan's requirements for becoming a licensee, including, without limitation, that it meets Sylvan's managerial, financial, and business standards then in effect; meets the financial requirements Sylvan shall deem appropriate in light of the terms and conditions of the proposed transfer; possesses a good moral character, business reputation, and satisfactory credit rating; will comply with all instruction and training requirements of Sylvan; and has the aptitude and ability to operate the Licensed Business (as may be evidenced by prior related business experience or otherwise).

9.3.2 As of the effective date of the proposed Transfer, all obligations of Licensee under this Agreement and under any other agreements between Licensee and Sylvan, its subsidiaries and affiliates are fully satisfied. Licensee shall have paid all outstanding debts and obligations to Sylvan, its subsidiaries and affiliates, and have brought current all accounts or balances Licensee may have with any advertising cooperative of which Licensee is a member.

9.3.3 As of the effective date of the proposed Transfer, all obligations of the proposed transferee to Sylvan, its subsidiaries, and affiliates must be fully satisfied.

9.3.4 Licensee must cause the prospective transferee to be provided with Sylvan's then-current form of disclosure document required by the Federal Trade Commission's Trade Regulation Rule on Franchising and/or other applicable state franchise registration/disclosure laws, and receipt for same shall be delivered to Sylvan, provided, however, Sylvan shall not be liable for any representations other than those contained in such disclosure document. Sylvan shall provide a copy of said disclosure document to Licensee upon request; provided, however, that in complying with Licensee's request, Sylvan shall not be required to register any disclosure document not then duly registered and approved by the authority having jurisdiction over said process. The transferee may be required to execute a disclosure letter concerning the Transfer and a waiver and release by the transferee of Sylvan for any amount paid to or representation made by Licensee.

9.3.5 If Sylvan is then offering license agreements to new licensees, the proposed transferee must execute such documents as are then required by Sylvan including Sylvan's then-current form of license agreement which may contain terms and conditions different from those in this Agreement. If Sylvan is not then offering License Agreements to new licensees, Licensee must execute Sylvan's most recent form of License Agreement offered to new licensees, which may contain terms, conditions and fees substantially different from those in this Agreement. Notwithstanding the foregoing, transferee's new agreement (whether the then-current or most recent form) shall expressly retain the monthly royalty rate (if more favorable) set forth in Paragraph 6.2.1 herein. Further, upon Transfer, if the transferee executes Sylvan's then-current or most recent form of Agreement, the transferee shall commence a new initial term beginning with the date of Sylvan's approval of the Transfer.

9.3.6 There shall have been paid to Sylvan a transfer fee in the amount of Six Thousand Dollars (\$6,000) for Transfers to new Sylvan licensees, and Three Thousand Dollars (\$3,000) for Transfers to licensees with a Sylvan License Agreement in effect at the time of the Transfer; provided, however, to qualify for the reduced transfer fee of Three Thousand Dollars (\$3,000), such licensee must have (1) completed the initial training requirements, and (2) operated a separate Sylvan Learning Center for at least six (6) months prior to the date of the Transfer. One-half ($\frac{1}{2}$) of the transfer fee shall be paid at the time Licensee submits its application to Sylvan for consideration of the proposed transfer, and such amount shall be non-refundable. The balance of the transfer fee shall be paid at the time the transfer is consummated or closes, and if the transaction is not consummated or does not close, the balance of the transfer fee is abated until such time as the Licensee subsequently consummates or closes the transfer. The transferee agrees to complete, to Sylvan's satisfaction, the training required by Sylvan, and agrees to pay the fee that Sylvan designates for such training (the "Supplemental Training and Administrative Fee").

9.3.7 Sylvan may perform a Quality Assurance Review with respect to the Licensed Business to be transferred and will make the results thereof available to Licensee and the proposed transferee, provided, however, that if Sylvan has not performed a Quality Assurance Review within one (1) year of the proposed transfer date, Sylvan shall perform such review. Thereafter, Licensee shall prepare and deliver to Sylvan, prior to the transfer, a written statement specifying how any deficiencies set forth in the Review will be corrected, and whether the expense thereof will be borne by Licensee or the proposed transferee; provided, however, that Sylvan assumes no liability or responsibility to Licensee or the proposed transferee with respect thereto.

9.3.8 Licensee agrees in writing to transfer to the proposed transferee all books, programs, materials and other items reasonably necessary to operate the Licensed Business, as set forth in the Quality Assurance Review referenced in Paragraph 9.3.7 above.

9.3.9 Licensee shall have executed a general release under seal where required, in a form satisfactory to Sylvan, of any and all claims against Sylvan, its current and former affiliates, and their respective past and present owners, officers, directors, agents, representatives, heirs, administrators, successors, and assigns, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances arising out of, or connected with, the performance of this Agreement. As a consideration for giving such release, Licensee may require a similar release in its favor from Sylvan.

9.3.10 Sylvan's consent to a transfer of any interest in the Licenses granted herein shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of Sylvan's right to demand exact compliance with any of the terms of this Agreement by the transferee.

9.4 Record of Ownership. Without regard to whether Sylvan's consent to the transfer is or may be required, Licensee shall submit to Sylvan prior to any proposed transfer of any equity or voting interest in Licensee, and at any other time upon request, a list of all holders of direct or indirect equity and voting interests of record reflecting their respective present and/or proposed direct or indirect interests in Licensee, in such form as Sylvan may require.

9.5 Rights of Licensee's Heirs or Personal Representative upon the Death, Absence or Incapacity of Licensee. This Agreement shall inure to and bind the respective heirs, executors, administrators, or successors of Licensee. In the event of death or incapacity of the Licensee or the death or absence from active participation in the business of any individual upon whose ability or experience Sylvan relied in granting the licenses of Paragraphs 1.1 and 1.2, Sylvan shall have the right, upon written notice to Licensee (or heirs), to assist the Licensee in providing for an orderly transition in finding a satisfactory substitute to assume control of the Licensed Business. Mutual agreement shall be reached in the selection of the individual to assume control of the Licensed Business. Failure of Licensee to provide an agreeable substitute shall be considered a breach hereof and cause for termination, unless cured as provided herein. During any period in which the Licensed Business is not being operated as required herein by a person upon whose ability or experience Sylvan relied in granting the licenses, Sylvan shall have the right to enter upon the Licensee's premises to manage the Licensed Business on an interim basis in return for a reasonable management fee to be paid to Sylvan as invoiced by Sylvan. The heirs or personal representatives of Licensee have the same rights and obligations as Licensee if they desire to sell or transfer the License Agreement.

9.6 Right of First Refusal. Before any Transfer described in Paragraph 9.2 or 9.3 above, other than a Transfer to an existing holder of a minority interest in Licensee which results in such transferee holding a minority interest in Licensee, and other than a transfer to an heir of the first degree of the holder of a majority interest in Licensee, to be exercised once only, Licensee must advise Sylvan in writing of the proposed transfer, including the name and background experience of the proposed transferee and all terms of the proposal set forth in a binding agreement. Sylvan shall have the right of first refusal, to be exercised within thirty (30) days of Sylvan's receipt of Licensee's written notice, to acquire such interest on the identical bona fide terms proposed by the transferee, or, at Sylvan's option, for the cash equivalent thereof. Licensee may not agree to a closing date for the transfer that is less than forty-five (45) days after Sylvan's receipt of Licensee's notice. If Sylvan exercises its right of first refusal, Licensee agrees to assign to Sylvan all of the rights Licensee granted to the transferee under the acquisition documents, and Sylvan agrees to assume transferee's obligations thereunder. In the event Sylvan does not elect to exercise its right of first refusal as provided, the other conditions of a sale, assignment or transfer stated herein must nevertheless be met, and Licensee may conclude the proposed transfer, but only if such transaction is closed within sixty (60) days of Sylvan's election not to purchase, and only if the transaction closes on the same terms and conditions as was advised to Sylvan. In the event the transaction is not so closed, Licensee must again comply with all of the terms of this right of first refusal before transferring to the proposed transferee or any other transferee.

9.7 Pledge of the License Agreement. The restrictions of Paragraph 9.2 to the contrary notwithstanding, Licensee may, from time to time, pledge its rights under this Agreement as collateral for the benefit of a bank or other commercial lender, but only with the prior written consent of Sylvan, which

consent may be conditioned upon the requirement that the security agreement or other document evidencing the pledge or granting of a security interest in the License shall contain the following language:

“The sale, transfer or assignment of the security interest created hereunder in and to Sylvan License Agreement No. _____, dated _____, (the “franchise”) together with the rights created hereunder or by law authorizing the Secured Party to repossess or foreclose, and subsequently retain or sell or dispose of said franchise, shall be subject to all those restrictions contained in Section 9 and Section 11 of said License Agreement.

The referenced provisions of the License Agreement are incorporated herein by reference to the same extent as if fully set forth herein at length, such that any sale, transfer or assignment of the security interest created hereunder, or any sale of the franchise, the licensed rights or interest of Licensee under said License Agreement pursuant to or following foreclosure or repossession under this security agreement, shall be void if made without the express written consent of the Licensors under the franchise, pursuant to said License Agreement provisions.”

Any purported assignment of the interest of the secured party, or foreclosure of the security interest, by operation of law or otherwise, without Sylvan's written consent shall not be binding upon Sylvan, and shall be a material default of this Agreement. Unless otherwise agreed to in writing, Sylvan shall not be obligated to provide any notice required to be provided to Licensee under this Agreement to any secured party or pledgee claiming any interest in this Agreement, under this paragraph or otherwise.

10. Term and Renewal.

10.1 Expiration Date. This Agreement commences on the Effective Date and will expire on the last day of the calendar quarter (i.e., on March 31, June 30, September 30, or December 31) in which the tenth anniversary of the Effective Date falls.

10.2 Renewal of License. Subject to this Paragraph 10.2, Licensee may serially renew the licenses granted pursuant to this Agreement for unlimited consecutive ten-year renewal terms. Without waiving its rights not to renew as provided in this paragraph, Sylvan will notify Licensee of the upcoming expiration date, and the procedures for securing approval of renewal, at least two hundred seventy (270) days prior to the expiration date. Renewal will be granted provided that Licensee meets the following conditions:

10.2.1 Licensee is in full compliance with all conditions and terms of this Agreement at the time of renewal.

10.2.2 Licensee has, during the last three years of the term of this Agreement, never failed to timely cure any default as to which Licensee was given a Notice of Default.

10.2.3 Licensee has never, during the term of this Agreement, committed a material breach of this Agreement which cannot be cured and as to which Licensee was given a Notice of Default.

10.2.4 Licensee gives Sylvan notice of its intention to renew in the last year of the ten (10) year term of the Agreement, but not less than one hundred eighty (180) days prior to the scheduled final day of the term. If Licensee fails to give such notice or to so agree, this Agreement shall expire on the expiration date of the term without further notice to Licensee.

10.2.5 Licensee has complied with Sylvan's requirements for additional performances or obligations of Licensee other than those set forth herein such as correction of deficiencies, modernization

or updating, which Sylvan believes in its good faith judgment shall be required and which may require significant additional capital expenditures by Licensee.

10.2.6 Licensee has paid Sylvan a renewal fee of Six Thousand Dollars (\$6,000). If Sylvan is then offering license agreements to new licensees, then Licensee must execute Sylvan's then-current form of license agreement, which may contain terms, conditions, and fees substantially different from those in this Agreement. If Sylvan is not then offering License Agreements to new licensees, Licensee must execute Sylvan's most recent form of License Agreement offered to new licensees, which may contain terms, conditions and fees substantially different from those in this Agreement. Notwithstanding the requirement to execute the then-current or most recent form of License Agreement, Licensee may retain the monthly royalty fee set forth in Paragraph 6.2.1 above if more favorable than the fee required by the new agreement.

10.3 Month-To-Month License. If Licensee fails to give notice of its election to renew the Licenses as provided in Paragraph 10.2 and Sylvan nonetheless permits Licensee to continue to operate the Licensed Business under the Licensed Marks and/or Sylvan System and/or the SylvanSync System, all terms of this Agreement shall be deemed to be extended on a month-to-month basis. In that event either party may terminate this Agreement effective the last day of any calendar month, upon thirty (30) days' notice to the other party.

10.4 Termination before Expiration. Notwithstanding Paragraphs 10.1 and 10.2, this Agreement may be terminated as provided in Section 11 hereof.

11. Termination.

11.1 Default and Termination Notices. If Licensee is in breach of any material provision of this Agreement, including, but not limited to Paragraphs 11.2.1 to 11.2.21 of this Agreement, Sylvan may give a Notice of Default and Opportunity to Cure which shall be not less than ten (10) days with respect to curable monetary defaults and thirty (30) days with respect to curable non-monetary defaults, after the date of the Notice. In no event, however, shall the number of days of notice be less than that required by any applicable statute or regulation of the state in which the Territory lies. If Licensee is determined by Sylvan to have cured the breach before the date stated in the Notice, such Notice shall be of no further effect. If the breach has not been cured before the cure date stated in the Notice, then Sylvan may give a Notice of Termination stating its intention to terminate on a certain date. With respect to breaches stated herein or otherwise determined to be incurable, Sylvan need not provide a period for cure.

11.2 Material Breaches That May Be Cured. The following types of activity are acknowledged by Licensee to jeopardize the goodwill associated with the Sylvan System or the SylvanSync System and the Licensed Marks, and shall, unless cured as provided herein, be cause for termination. Provided, however, that although Sylvan intends to allow Licensee to cure the defaults listed hereunder, if in Sylvan's good faith judgment, reasonably exercised, such default cannot reasonably be cured (such as, but not limited to damages to Sylvan from misrepresentations or warranties referenced in Paragraph 11.2.2), then such breaches shall be deemed incurable under Paragraph 11.3 hereof, and same shall be grounds for termination, effective on the earlier of delivery or three days after mailing by Sylvan of a written declaration of termination to Licensee.

11.2.1 To offer programs in the Licensed Business that are not approved by Sylvan or not part of the Sylvan System or the SylvanSync System.

11.2.2 Expressly or impliedly to misrepresent, warrant or guarantee the results of the licensed programs, except as specifically authorized by Sylvan.

11.2.3 To fail to pay when due any invoice of Sylvan or of any third party for goods or services Licensee has received; or any sales or other taxes when due and before delinquent, except when

being contested in good faith by appropriate proceedings; or any rental or other amount due under a lease covering the premises of the Licensed Business.

11.2.4 To fail to provide at the Licensed Business adequately trained personnel as required by this Agreement.

11.2.5 To fail to resolve disputes among the principals or shareholders of Licensee respecting conduct of the Licensed Business.

11.2.6 Notorious behavior by a principal, director, officer, agent or employee of Licensee which would tend to bring the Licensed Business or Sylvan's techniques of instruction into disrepute. If the activity is the type described in this subparagraph, Sylvan may require Licensee, in order to cure the breach adequately, to sever its relationship with the person whose behavior is offensive.

11.2.7 Absentee management of the Licensed Business, or being in breach of the requirements of Section 7.2.1. As used in this Paragraph, "absentee management" means that the Licensee or Managing Principal is not fully engaged in the operation of the Licensed Business, is not providing hands on leadership, oversight, and support to staff members on a full-time basis, or is not available to engage and communicate with members of the Sylvan Corporate staff regarding the Licensed Business during normal working hours.

11.2.8 To fail to open and commence full and continuous operation of the Center within one hundred eighty (180) days from the effective date of this Agreement or other mutually agreed required opening date that Sylvan approves in writing.

11.2.9 To fail to provide when due any Gross Revenue Report, any profit and loss statement, or any tax return as required under this Agreement or to fail to pay when due any royalty payment or any other fee or payment due hereunder, including, as an example and not as a limitation, any fee due to an advertising cooperative, but expressly excluding any failure to meet the Minimum Annual Royalty, which failure is a separate breach as described in Paragraph 11.2.20. In the event that Licensee fails four (4) times within any twelve (12) month period to pay any one or more of such sums or to provide any gross revenue report within ten days after the date same are due, and has each time been notified by Sylvan of said failure, Licensee may be deemed by Sylvan to have committed an incurable breach of this Agreement.

11.2.10 To fail to comply with mandatory or required standards and policies set forth in the Confidential Operations Manual and any changes, additions or modifications thereto, or to fail to implement a required or mandatory program, module or other materials, or to adhere to mandatory or required educational policies or standards, or to implement new mandatory programs, modules or materials as required by Sylvan.

11.2.11 To operate the Licensed Business without obtaining and maintaining all necessary permits and licenses, or to fail to comply with applicable laws.

11.2.12 To fail to permit Sylvan to inspect the premises, or observe the operation, or conduct an audit of the Licensed Business.

11.2.13 To allow unlawful activities to occur or to sell, utilize or exchange any unauthorized or illegal material at the Licensed Business.

11.2.14 To fail to maintain insurance as required by this Agreement.

11.2.15 To fail to provide a suitable individual to assume control of the Licensed Business in the event of death or incapacity of the Licensee or the death or absence from active participation in the Licensed Business of any individual upon whose ability or expertise Sylvan relied in granting the Licenses.

11.2.16 To fail to obtain Sylvan's written approval of the site, design, and layout for each Center and Satellite that is opened within the Territory.

11.2.17 To fail to implement or fully comply within the time prescribed, any items designated as mandatory or required on a Correction Plan delivered to Licensee pursuant to Paragraph 7.9 hereof.

11.2.18 To place an advertisement or cause an advertisement to be circulated in another Licensee's exclusive territory or in the territory of a Sylvan owned licensed business without the prior written approval of Sylvan, except pursuant to Paragraph 7.3 hereof, or to violate Sylvan's policies, as established from time to time, regarding advertising.

11.2.19 To fail to obtain Sylvan's prior approval, if Sylvan has asserted its approval right in accordance with Paragraph 7.8.2, for content and media placement by the cooperative in which Licensee is a member, and to which Licensee has not objected in writing.

11.2.20 Each of the first two failures during the initial term or during a renewal term of this Agreement to generate sufficient gross revenues in a calendar year such that the royalty fees that Licensee pays to Sylvan under Paragraph 6.2.1 meet or exceed the Minimum Annual Royalty.

11.2.21 To fail to adhere to any other material provision of this Agreement, any other agreements between Licensee and Sylvan, its subsidiaries or affiliates, or any authorized specification, standard, policy or operating procedure prescribed by Sylvan as mandatory or required.

11.3 Material Breaches That Cannot Be Cured. Sylvan may terminate this Agreement, effective on the sooner of delivery or three days after mailing a written declaration of termination to the Licensee if any one or more of the following material, non-curable breaches of this Agreement occur:

11.3.1 An assignment or sale without Sylvan's prior written consent which is prohibited under Section 9 of this Agreement.

11.3.2 Any incurable breach of Licensee's confidentiality obligations under Paragraph 3 of this Agreement.

11.3.3 Any act causing a tarnishment of Sylvan's reputation.

11.3.4 Assuming that Licensee operates but one Center in the Territory, the abandonment of the Center, including any closing of the Center for a period of ten (10) or more consecutive days, without the written approval of Sylvan. Sylvan's approval shall be given in those instances when the Center has been closed as the result of an act of God, fire or weather-related catastrophe, condemnation, or illness of Licensee, but only on the condition Licensee shall submit to Sylvan a plan for re-opening the Center within ninety (90) days of its closing. Sylvan's consent shall not be given in the event Licensee's closing of the Center is related to or pursuant to the events described in Paragraphs 11.3.5 to 11.3.7 below, or due to any adverse financial or economic condition suffered by Licensee.

11.3.5 The insolvency, bankruptcy, or reorganization of the Licensee under the bankruptcy laws.

11.3.6 The making by Licensee of an assignment for the benefit of creditors.

11.3.7 The appointment of a receiver or trustee of all or any part of the assets of Licensee or the Licensed Business.

11.3.8 Any act by Licensee or any person listed on the signature page hereof that a) results in a charge of, conviction of or pleading of nolo contendere or no contest to: (i) a misdemeanor

relevant to the operation of the Licensed Business, (ii) a misdemeanor that involves moral turpitude, or (iii) a misdemeanor that involves a person under the age of 19; b) results in any charge of, conviction of or pleading of nolo contendere to a felony; c) results in any civil or regulatory action that involves a person under the age of 19; or d) in Sylvan's reasonable judgment impairs the goodwill of the Licensed Marks. In the event of a charge filed pursuant to subparagraph a) or b) above without plea or conviction, Sylvan may require Licensee during a period of twelve (12) months to sell the Licensed Business at no less than fair market value. Fair market value shall be determined by the previous twelve-month average licensed business sales prices for the Sylvan system. If Licensee fails to sell the Licensed Business in such twelve (12) month period, Sylvan may terminate this Agreement.

11.3.9 A third or any subsequent failure during an initial term or during a renewal term of this Agreement to generate sufficient gross revenues in a calendar year such that the royalty fees that Licensee pays to Sylvan under Paragraph 6.2.1 meet or exceed the Minimum Annual Royalty, whether or not the earlier such breaches were cured or waived, each such breach, if not waived, having been the subject of a separate notice by Sylvan to Licensee, but subject to the process set forth in Paragraph 6.2.3.

11.3.10 The breach of any of the terms of this Agreement four (4) or more times within any twelve (12) month period, whether or not such breach was cured, each breach having been the subject of a separate notice by Sylvan to Licensee.

11.3.11 Failure of the Licensee to attend at least two (2) mandatory national conferences out of any three (3) consecutive national conferences.

11.3.12 Failure of the Licensee's Director or Director of Education to attend at least two (2) mandatory regional conferences out of any three (3) consecutive regional conferences.

11.3.13 Licensee, or anyone acting on Licensee's behalf, maintains books or records which in Sylvan's reasonable judgment are intentionally false, submits reports to Sylvan which in Sylvan's reasonable judgment are intentionally false, or submits revenue reports that understate gross revenues or are otherwise substantially incorrect, provided that the foregoing shall not apply in the first instance if Licensee discovers, discloses to Sylvan, corrects all false reports, and promptly, though in no event later than thirty (30) days after the discovery, remits all amounts due to Sylvan, pursuant to such corrected reports and this Agreement, before receiving notification thereof from Sylvan.

11.4 Remedies. The remedies hereby reserved are independent, cumulative, and concurrent, and the exercise of any one shall not preclude the simultaneous or subsequent exercise of the same, or any other remedy. Sylvan's right of termination is in addition to any other rights or remedies it may have under Paragraph 11.1, 11.2 or 11.3. Sylvan's failure to exercise any remedy available to it shall not be deemed a waiver of its right to exercise any other right or remedy under this Agreement.

11.5 Termination by Licensee. Licensee may terminate this Agreement for any reason by the giving of a one hundred twenty (120) day written notice to Sylvan. Termination shall be effective upon execution by both parties of a mutual release and termination agreement. Licensee shall comply with all obligations that occur on or after termination.

11.6 Licensee's Notice of Breach by Sylvan. It is the intention of Sylvan to comply with all obligations, performances and duties required of it under this Agreement. In the event that Licensee shall claim that Sylvan has failed to meet any obligation under this Agreement, Licensee shall provide Sylvan with a notice of such claim. Licensee's notice shall describe Sylvan's alleged deficiency and shall provide Sylvan with an opportunity to cure same within at least thirty (30) days from the date of receipt of the notice by Sylvan.

12. Relationship after Expiration or Termination.

12.1 Obligations of Licensee. Upon the expiration or termination of this Agreement, Licensee

agrees that it shall immediately take the following actions:

12.1.1 Licensee shall cease to do business under any name incorporating or similar to SYLVAN LEARNING CENTER or SYLVANSYNC and shall cease to use any and all of the Sylvan System, the SylvanSync System, the Licensed Marks, proprietary programs, systems, techniques, or materials.

12.1.2 Licensee shall promptly return to Sylvan all proprietary, confidential or trade secret materials in its possession, custody, or control, including without limitation, the Confidential Operations Manual, all computer software and database material, customer lists, customer records and customer files. Licensee hereby covenants and agrees that it will not destroy, damage, hide or take any steps so as to prevent Sylvan from obtaining any such information, nor will Licensee retain any printouts, disks or tapes containing any of the programs or data stored in its computer system. Licensee shall retain no copy or record of any of the foregoing, except Licensee's copy of this Agreement, any correspondence between the parties and any other documents which Licensee reasonably needs for compliance with any provision of law. Licensee expressly affirms and agrees that the foregoing software, materials, lists, records and files shall be deemed to be the property of Sylvan, and that Sylvan shall have the right to enter upon Licensee's premises and to remove such materials.

12.1.3 Licensee shall immediately remove and destroy within thirty (30) days after such termination all signs, designs and insignia in any way indicating or suggesting that Licensee's business establishment is related to or connected with Sylvan, its subsidiaries or affiliates, or any of Sylvan's licensees.

12.1.4 Licensee acknowledges that there will be substantial confusion in the mind of the public if, after the expiration or termination of the License Agreement, Licensee continues to use any listed or unlisted telephone numbers, email addresses, social media accounts or (if any) Internet domain names or the like (each a "Communications Account" and collectively the "Communications Accounts") used in the Licensed Business and/or listed in any directory under the name "Sylvan" or some other name confusingly similar thereto. Therefore, Licensee agrees that promptly after the expiration or termination of this Agreement for any reason whatsoever, Licensee will forthwith cease and desist using such Communications Accounts and, upon written demand of Sylvan, direct the provider(s) servicing the Licensed Business to transfer the Communications Accounts and their listings to Sylvan, or to such other person and at such location as Sylvan may direct. If Licensee does not promptly so direct the provider(s), Licensee irrevocably appoints Sylvan as its attorney-in-fact to so direct the provider(s) to make such transfers under the terms of this Agreement.

12.1.5 Except as provided in Paragraph 12.2 below, Licensee shall immediately refrain from engaging in any and all contacts with customers, whether with respect to providing service to customers, or for any other purpose whatsoever.

12.2 Settlement of Outstanding Contracts with Students. Licensee agrees that it is solely responsible to settle all claims of students enrolled in courses taught by Licensee whose courses of instruction are not completed on the effective date of expiration or termination of this Agreement. Upon termination, Licensee may not in any event accept any new students in the Licensed Business. However, if in Sylvan's sole judgment, the breach that led to termination is not such that Licensee should be immediately prevented from any further instruction of students, Sylvan may, in writing, allow Licensee to continue to complete the instruction for some or all of Licensee's existing students. Sylvan may in its reasonable discretion waive the application of Paragraph 12.1 for a period not to exceed thirty (30) days, to the extent necessary to allow Licensee to complete the students' course of instruction.

12.3 Cessation of Sales Activities. If Licensee is in breach of any material provision of this Agreement which is incurable or which has not been cured after Sylvan has given Licensee a Notice of Default and Opportunity to Cure, Sylvan shall have no obligation whatsoever to sell any products, equipment or services to Licensee on cash or credit. Licensee shall not thereafter have any right to offer or sell Sylvan System or SylvanSync System products or services, and Licensee shall not, as a result

thereof, have a defense at law or equity based upon impossibility of Licensee's performance, nor will Licensee as a result have any claim against Sylvan.

12.4 Payment of All Obligations Due. The expiration or termination of this Agreement shall not relieve Licensee from its obligation to pay Sylvan and other creditors when due any and all obligations and indebtedness incurred, or license fee accrued, as of the effective date of termination, and Licensee's obligations under Section 3 and Section 6 shall remain in full force and effect.

12.5 Licensee and Principals Not to Compete. Licensee and its shareholders, partners, and/or members (collectively, "shareholders"), if any, acknowledge that they are to receive information which Sylvan has developed over time at great expense, including but not limited to methods of site selection; marketing methods; diagnostic techniques; prescription writing methods; and service methods and skills. They further acknowledge that this information is not generally known in the industry and is beyond their own present skills and experience, and that to develop it themselves would be expensive, time-consuming and difficult. They further acknowledge that Sylvan's information provides a competitive advantage and will be valuable to them in the development of their business, and that gaining access to it is the primary reason why they are entering into this Agreement. Accordingly, Licensee and its shareholders, if any, agree that Sylvan's information as described above constitutes trade secrets belonging to Sylvan. In consideration of Sylvan's confidential disclosure of these trade secrets, Licensee, for itself, and if a corporation or a partnership, for its partners, directors, officers, and stockholders as well, covenants, individually:

12.5.1 During the term of this Agreement:

(a) To use its best efforts in operating the Licensed Business and in recommending, promoting, and encouraging patronage of all Sylvan Network businesses; and

(b) Not to engage as an owner, operator, or in any managerial capacity in any educational business, whether or not such business is not-for-profit, including, without limitation, any preschool, daycare, tutoring, test preparation, study skills, college advisory, technology-based instruction, blended instruction or other similar goods or services, other than as a licensee of the Sylvan System and the SylvanSync System, whether directly or indirectly (including through a spouse, parent, or child).

12.5.2 In the event this Agreement is terminated, expires, or is not renewed, or if Licensee assigns or transfers its interest herein to any person or business organization, then in such event Licensee covenants, for a period of two (2) years after such termination, expiration, nonrenewal, transfer or assignment, not to engage as an owner, operator, or in any managerial capacity, whether directly or indirectly (including through a spouse, parent, or child), in any educational business offering individualized diagnostic tests or academic or prescriptive educational programs which are designed to be personally taught, supervised, or administered by trained instructors, or in any educational business offering programs or services competitive with programs or services available at any Center or Satellite during the term of this Agreement and at the time of termination or expiration of this Agreement, and which programs or services Licensee offered in the Licensed Business during the two (2) year period prior to the termination or expiration of this Agreement, within the Territory or at any location less than fifty (50) miles from the Territory boundary or less than twenty-five (25) miles from any other corporate-affiliate-owned or licensee-owned Sylvan Learning Center business, other than as an authorized licensee of another Sylvan System and/or SylvanSync licensed business. It is understood and agreed that the purpose of this covenant is not to deprive Licensee of a means of livelihood and will not do so, but is rather to protect the goodwill and interest of Sylvan, the Sylvan System and the SylvanSync System.

12.5.3 This Paragraph 12.5 shall not prevent any person affiliated with Licensee from accepting employment in any Center, Satellite or school which is licensed by state governmental authorities to provide a curriculum required by law, as an instructor in an established course of instruction previously offered at that Center, Satellite, or school. However, this exception shall not relieve Licensee of its obligation under Section 3. The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. Should any part of the restrictions contained in this Paragraph 12.5 be found to be unenforceable by virtue of its scope in terms of area,

business activity prohibited or length of time, and should such part be capable of being made enforceable by reduction of any or all thereof, Licensee and Sylvan agree that the same shall be enforced to the fullest extent permissible under the law. Sylvan may, unilaterally, at any time, in its sole discretion, revise any of the covenants in this Paragraph 12.5 so as to reduce the obligations of Licensee hereunder. The running of any period of time specified in this Paragraph 12.5 shall be tolled and suspended for any period of time in which the Licensee is found by a court of competent jurisdiction to have been in violation of any such restrictive covenant. Licensee expressly agrees that the existence of any claim it may have against Sylvan, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Sylvan of the covenants in this Paragraph 12.5.

12.6 Assignment of Territory upon Termination. Upon termination of this Agreement for any reason, Sylvan may immediately license the Territory or any portion thereof to another person or may itself operate a licensed business within the Territory.

13. Injunctive Relief and Liquidated Damages.

Licensee acknowledges that Sylvan's remedy at law for Licensee's breach of Section 3, Paragraph 12.1, or Paragraph 12.5 would be inadequate and that, accordingly, in such events, Sylvan shall be entitled to immediate injunctive relief. In addition to, and not in derogation of, the right to obtain an injunction, Sylvan shall be entitled to liquidated damages until such injunction issues. Due to the difficulties of computing actual damages from any such breach, damages shall be fixed in an amount equal to the average monthly royalty Licensee had paid Sylvan over the thirty-six (36) month period (or such shorter period if Licensee held this Agreement for a lesser period) preceding termination or expiration of this Agreement for each month or part thereof that Licensee is in breach of Section 3, Paragraph 12.1, or Paragraph 12.5, multiplied by 24. Such amount shall be paid in a lump sum promptly upon demand by, or notice from, Sylvan. The parties agree that the stated sum is not a penalty, but reasonably represents the actual damages Sylvan will suffer in the event of a breach of any one of the enumerated paragraphs.

Licensee further acknowledges that Sylvan will suffer lost future profits in the event that Licensee ceases operation of the Licensed Business prior to the expiration or renewal of the term of this Agreement. Due to the difficulties of computing actual damages to Sylvan based on such early closure, damages shall be fixed in an amount equal to the average monthly royalty Licensee had paid Sylvan over the thirty-six (36) month period (or such shorter period if Licensee held this Agreement for a lesser period) preceding Licensee's closure of the Licensed Business, multiplied by 24, to be paid in a lump sum upon demand by, or notice from, Sylvan, following the closure. The sum of the damages must be at least equal to two years of the Minimum Annual Royalty, as set forth in Paragraph 6.2.2. The parties agree that the stated sum is not a penalty, but reasonably represents Sylvan's actual damages under the circumstances.

14. Hold Harmless, Indemnification and Insurance.

14.1 Hold Harmless and Indemnification. Licensee agrees that it will defend, indemnify, and save Sylvan, its current and former affiliates, and their respective past and present owners, officers, directors, agents, representatives, heirs, administrators, successors, and assigns, harmless from all fines, suits, proceedings, claims, demands, or actions of any kind or nature, instituted by any third party, arising or growing out of or otherwise connected with this Agreement, the relationship between Sylvan and Licensee, and Licensee's operation of the Licensed Business, except in respect of claims made by students of Licensee based upon errors or misinformation occurring in the copyrighted materials provided by Sylvan under this Agreement, as to which latter claims Sylvan agrees to indemnify Licensee and save Licensee harmless from any and all liability.

14.2 Insurance. Licensee shall, at its expense and no later than upon commencement of the business contemplated by this Agreement, produce and maintain in full force and effect throughout the term of this Agreement the types of insurance enumerated in the Confidential Operations Manual which shall be in such amounts as may from time to time be required by Sylvan, including but not limited to worker's compensation insurance, all risk protection with replacement cost coverage on equipment, furnishings, fixtures, and building, and comprehensive public liability insurance. Licensee may, but is not required to,

also secure teacher's professional errors and omission coverage if available. Sylvan may at any time amend the amount of insurance Licensee is required to carry. Sylvan shall be named as an insured under the comprehensive public liability insurance policies, and otherwise as its interest may appear. Licensee shall keep and maintain any and all insurance required hereunder, and under any lease or any loan agreement, in full force and effect at all times during the term of this Agreement. Licensee shall make timely delivery of certificates of all required insurance to Sylvan, each of which shall contain a statement by the insurer that the policy will not be cancelled or materially altered without at least thirty (30) days prior written notice to Sylvan, and other evidence of coverage that Sylvan may require from time to time. The procurement and maintenance of such insurance shall not relieve Licensee of any liability to Sylvan under any indemnity requirement of this Agreement. In the event that Licensee fails to carry and maintain any and all insurance as required hereunder, Licensee authorizes Sylvan to secure such insurance for Licensee and to charge Licensee for such premiums.

15. Parties as Independent Contractors.

Nothing in this Agreement is intended by the parties hereto to create a fiduciary relationship between them nor to constitute Licensee an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of Sylvan for any purpose whatsoever. It is understood and agreed that Licensee is an independent contractor and is in no way authorized to make any contract, warranty, or representation or to create any obligation on behalf of Sylvan. Licensee further acknowledges and agrees that Sylvan is not, and that nothing in this Agreement or the Confidential Operations Manual is intended to make, Sylvan the employer or joint-employer of Licensee's employees.

In all dealings with third parties including, without limitation, employees, suppliers, and customers, Licensee shall disclose in an appropriate manner acceptable to Sylvan that it is an independent entity licensed by Sylvan. At Sylvan's request, Licensee shall prominently indicate on all letterheads, business forms, and the like that it is a Licensee of Sylvan by using language substantially stating Licensee is "A Licensee of Sylvan Learning, LLC."

16. Notices.

Any notice required or permitted by this Agreement shall be in writing, addressed to a party at the address given above, or to such other address as the party by notice informs the other, shall be mailed by registered or certified mail if not hand delivered or transmitted via facsimile or electronically, and shall be effective on the sooner of delivery or three (3) days after mailing. Licensee authorizes the transmission of e-mail by Sylvan and Sylvan's employees, vendors, and affiliates (on matters pertaining to the business contemplated hereunder) to Licensee and Licensee's employees and designees during the term of this Agreement, and agrees that such persons shall not opt-out, or otherwise ask to no longer receive e-mails, during the term of this Agreement or, concerning Licensee's employees and designees, during the term of their employment with or designation by Licensee, respectively.

17. Attorneys' Fees.

In the event either Sylvan or Licensee institutes a suit or action to enforce any term or provision of this Agreement, the most prevailing party in the suit or action, or on appeal, shall be entitled to recover from the losing party a reasonable attorneys' fees, costs, and expenses (and interest on such fees, costs, and expenses) to be set by the trial or appellate court in addition to costs or disbursements provided by law.

18. Construction.

All captions and headings are for reference purposes only and shall not be deemed to be a part of this Agreement. If any part of this Agreement shall, for any reason whatsoever, be declared invalid or unenforceable, the affected portion shall nevertheless be enforced to the fullest extent allowed by law, and such declaration shall not affect the validity of the remaining provisions, which shall remain in full force and effect. The parties hereby declare their intention that they would have executed the remaining portion of

this Agreement without including herein any portions which may, for any reason, be declared invalid in the future.

19. Sylvan's Business Judgment.

Whenever Sylvan reserves or is deemed to have reserved rights in a particular area, or where Sylvan agrees or is deemed to be required to exercise its rights reasonably or in good faith, Sylvan will satisfy its obligations whenever it exercises Reasonable Business Judgment in making its decision or exercising a right. A decision or action by Sylvan will be deemed to be the result of Reasonable Business Judgment, even if other reasonable or even arguably preferable alternatives are available, if Sylvan's decision or action is intended, in whole or significant part, to promote or benefit the Sylvan System or SylvanSync System generally even if the decision or action also promotes a financial or other individual interest of Sylvan's. Neither Licensee nor any third party (including, without limitation, a trier of fact) may substitute its judgment for Sylvan's Reasonable Business Judgment.

20. Time is of the Essence.

Time is of the essence of this Agreement.

21. Jurisdiction and Venue.

THE PARTIES AGREE THAT, SUBJECT TO SYLVAN'S RIGHTS UNDER FEDERAL TRADEMARK LAWS, ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES SHALL BE INTERPRETED AND ENFORCED ACCORDING TO THE PROCEDURAL AND SUBSTANTIVE LAWS OF THE STATE OF MARYLAND, IRRESPECTIVE OF ANY CONFLICT OF LAWS, EXCEPT AS TO THOSE PROVISIONS OF THIS AGREEMENT THAT MAY NOT BE ENFORCEABLE UNDER THE LAWS OF SAID STATE; IN WHICH EVENT, SUCH PROVISION(S) SHALL BE INTERPRETED AND ENFORCED ACCORDING TO THE LAWS OF THE STATE IN WHICH THE TERRITORY DESCRIBED HEREIN ON EXHIBIT A LIES. THE PARTIES AGREE THAT ANY STATE LAW OR REGULATION APPLICABLE TO THE OFFER OR SALE OF FRANCHISES OR THE FRANCHISE RELATIONSHIP WILL NOT APPLY UNLESS THE JURISDICTIONAL PROVISIONS ARE INDEPENDENTLY MET. LICENSEE WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHTS AND PROTECTIONS PROVIDED BY ANY SUCH FRANCHISE LAW OR REGULATION. IN THE EVENT EITHER PARTY INITIATES ANY LITIGATION OR LAWSUIT UNDER THIS AGREEMENT, OR RELATING IN ANY WAY TO THE RELATIONSHIP OF THE PARTIES AS FRANCHISOR AND FRANCHISEE, THAT PARTY AGREES THAT VENUE PROPERLY LIES IN THE COURTS IN THE STATE WHERE THE OTHER PARTY THEN HAS ITS PRINCIPAL PLACE OF BUSINESS (BALTIMORE COUNTY, MARYLAND IN THE CASE WHERE SYLVAN IS DEFENDANT) OR THE TERRITORY IS LOCATED (IN THE CASE WHERE LICENSEE IS DEFENDANT), AND WILL FILE SUCH LITIGATION OR LAWSUIT ONLY IN SUCH COURT. LICENSEE ACKNOWLEDGES AND AGREES THAT THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

22. Waiver of Damages.

SYLVAN AND LICENSEE HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES AGAINST THE OTHER, AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.

23. "Licensee" Includes.

For purposes of this Agreement "Licensee" may be an individual, corporation, partnership or other legal entity and shall include any corporation, partnership, individual or combination of individuals, or other legal entity which owns a majority interest of Licensee, or in which Licensee owns a majority interest.

24. Acceptance by Licensee.

This Agreement shall be binding upon Licensee at the time it is signed by Licensee, and delivered to Sylvan at its principal place of business. This Agreement shall not be binding upon Sylvan until it is accepted in writing by a principal officer of Sylvan.

25. Waiver.

Sylvan reserves the right and privilege, in its sole discretion and as it may deem in the best interests of all concerned in any specific instance, to vary standards for any licensee based upon the peculiarities of a particular site or circumstance, demographics, or any other conditions which Sylvan deems to be of importance to the successful operation of a Sylvan licensed business. Licensee shall have no recourse against Sylvan on account of any licensee and shall not be entitled to require Sylvan to grant Licensee a like or similar variation hereunder.

26. Modification.

Except as otherwise provided herein, neither Sylvan nor Licensee may modify this Agreement except by an instrument in writing between Sylvan and Licensee.

27. Class Action Waiver.

Any action brought by Licensee or Sylvan shall be conducted on an individual basis, and not as part of a consolidated, common, or class action, and Licensee and Licensee's owners waive any and all rights to proceed on a consolidated, common, or class basis. **LICENSEE HEREBY AGREES NOT TO SEEK JOINDER OF ANY OF CLAIMS WITH THOSE OF ANY OTHER PARTY.**

28. Waiver of Jury Trial.

SYLVAN AND LICENSEE IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.

29. Limitation on Claims.

Except for those Claims brought under the indemnification or insurance coverage provisions of this Agreement (including, but not limited to, those provisions contained in Section 14), upon expiration or termination of this Agreement, neither party will commence any Claim related to or arising out of this Agreement, unless commenced within one (1) year following the effective date of expiration or termination. "Claims" means any allegation, challenge, demand, cause of action, lawsuit, arbitration, dispute, controversy, investigation or administrative proceeding.

30. Acknowledgements.

Licensee hereby acknowledges the following:

30.1 LICENSEE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE BUSINESS CONTEMPLATED BY THIS AGREEMENT AND UNDERSTANDS AND

ACKNOWLEDGES THAT THE BUSINESS CONTEMPLATED BY THIS AGREEMENT INVOLVES BUSINESS RISKS MAKING THE SUCCESS OF THE VENTURE LARGELY DEPENDENT UPON THE BUSINESS ABILITIES AND PARTICIPATION OF LICENSEE AND ITS EFFORTS AS AN INDEPENDENT BUSINESS OPERATOR. SYLVAN EXPRESSLY DISCLAIMS THE MAKING OF, AND LICENSEE ACKNOWLEDGES THAT IT HAS NOT RECEIVED OR RELIED UPON, ANY WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, AS TO THE POTENTIAL VOLUME, PROFITS OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT, OR AS TO THE SUITABILITY OF THE SITE AS A SUCCESSFUL LOCATION FOR THE LICENSED BUSINESS.

- 30.2 LICENSEE HAS NO KNOWLEDGE OF ANY REPRESENTATIONS BY SYLVAN OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS OR SERVANTS, ABOUT THE BUSINESS CONTEMPLATED BY THIS AGREEMENT THAT ARE CONTRARY TO THE TERMS OF THIS AGREEMENT OR THE DOCUMENTS INCORPORATED HEREIN. LICENSEE REPRESENTS, AS AN INDUCEMENT TO SYLVAN'S ENTRY INTO THIS AGREEMENT, THAT LICENSEE HAS MADE NO MISREPRESENTATIONS IN OBTAINING THIS AGREEMENT.
- 30.3 LICENSEE ACKNOWLEDGES THAT SYLVAN'S APPROVAL OF LICENSEE'S PREMISES DOES NOT CONSTITUTE ANY ASSURANCE BY SYLVAN THAT THE OPERATION OF A LICENSED BUSINESS AT THE PREMISES WILL BE SUCCESSFUL OR PROFITABLE.
- 30.4 LICENSEE ACKNOWLEDGES THAT SYLVAN OR ITS AGENT HAS PROVIDED LICENSEE WITH A FRANCHISE DISCLOSURE DOCUMENT NOT LATER THAN THE EARLIER OF THE FIRST PERSONAL MEETING HELD TO DISCUSS THE SALE OF A LICENSE (IF LICENSEE IS IN IOWA OR NEW YORK), OR FOURTEEN (14) DAYS BEFORE THE EXECUTION OF THIS AGREEMENT OR BEFORE ANY PAYMENT OF ANY CONSIDERATION (TEN (10) BUSINESS DAYS IF LICENSEE IS IN NEW YORK). LICENSEE FURTHER ACKNOWLEDGES THAT LICENSEE HAS READ SUCH FRANCHISE DISCLOSURE DOCUMENT AND UNDERSTANDS ITS CONTENTS.
- 30.5 LICENSEE ACKNOWLEDGES THAT SYLVAN HAS PROVIDED LICENSEE WITH A COPY OF THIS AGREEMENT AND ALL RELATED DOCUMENTS, FULLY COMPLETED, FOR AT LEAST SEVEN (7) DAYS PRIOR TO LICENSEE'S EXECUTION HEREOF.
- 30.6 LICENSEE ACKNOWLEDGES THAT IT HAS HAD AMPLE OPPORTUNITY TO CONSULT WITH ITS OWN ATTORNEYS, ACCOUNTANTS AND OTHER ADVISORS WITH RESPECT TO THIS AGREEMENT OR THE RELATIONSHIP THEREBY CREATED.
- 30.7 LICENSEE, TOGETHER WITH ITS ADVISERS, HAS SUFFICIENT KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS TO MAKE AN INFORMED INVESTMENT DECISION WITH RESPECT TO THE LICENSE.
- 30.8 LICENSEE IS AWARE OF THE FACT THAT OTHER PRESENT OR FUTURE LICENSEES OF SYLVAN MAY OPERATE UNDER DIFFERENT FORMS OF AGREEMENT(S), AND CONSEQUENTLY THAT SYLVAN'S OBLIGATIONS AND RIGHTS WITH RESPECT TO ITS VARIOUS LICENSEES MAY DIFFER MATERIALLY IN CERTAIN CIRCUMSTANCES.
- 30.9 LICENSEE ACKNOWLEDGES THAT THIS INSTRUMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES. THIS AGREEMENT TERMINATES AND SUPERSEDES ANY PRIOR AGREEMENT BETWEEN THE PARTIES CONCERNING THE SAME SUBJECT MATTER. NOTWITHSTANDING THE FOREGOING, NOTHING

IN THIS AGREEMENT OR IN ANY RELATED AGREEMENT IS INTENDED TO DISCLAIM ANY REPRESENTATIONS MADE BY SYLVAN IN THE FRANCHISE DISCLOSURE DOCUMENT SYLVAN FURNISHED TO LICENSEE.

- 30.10 LICENSEE ACKNOWLEDGES THAT SYLVAN MAY, IN ITS SOLE GOOD FAITH DISCRETION, CHANGE OR ADD TO ANY STANDARDS OR POLICIES APPLICABLE TO LICENSEE AND THAT SUCH CHANGES OR ADDITIONS MAY AFFECT LICENSEE'S REQUIRED PERFORMANCE OR OBLIGATIONS HEREUNDER OR MAY REQUIRE ADDITIONAL CAPITAL INVESTMENT OR EXPENDITURES BY LICENSEE ON FIXTURES, FURNISHINGS, PROGRAMS OR EQUIPMENT; BUT IN NO EVENT SHALL LICENSEE BE REQUIRED TO EXPEND MORE THAN THE AMOUNTS SPECIFIED IN THIS AGREEMENT IN RESPONSE TO CHANGES IN OR ADDITIONS TO SUCH STANDARDS AND POLICIES.
- 30.11 LICENSEE SHALL CONSPICUOUSLY IDENTIFY ITSELF AND THE LICENSED BUSINESS IN ALL DEALINGS WITH CLIENTS, CONTRACTORS, SUPPLIERS, PUBLIC OFFICIALS AND OTHERS, AS AN INDEPENDENT LICENSEE OF SYLVAN, AND SHALL PLACE SUCH NOTICE OF INDEPENDENT OWNERSHIP ON ALL FORMS, BUSINESS CARDS, STATIONERY, ADVERTISING, SIGNS AND OTHER MATERIALS AND IN SUCH FASHION AS SYLVAN MAY IN ITS SOLE AND EXCLUSIVE DISCRETION, SPECIFY AND REQUIRE FROM TIME TO TIME, IN THE CONFIDENTIAL OPERATIONS MANUALS (AS SAME MAY BE AMENDED FROM TIME TO TIME) OR OTHERWISE.
- 30.12 LICENSEE ACKNOWLEDGES THAT THE COVENANTS NOT TO COMPETE SET FORTH IN THIS AGREEMENT ARE FAIR AND REASONABLE, AND WILL NOT IMPOSE ANY UNDUE HARDSHIP ON LICENSEE, SINCE LICENSEE HAS OTHER CONSIDERABLE SKILLS, EXPERIENCE AND EDUCATION WHICH AFFORD LICENSEE THE OPPORTUNITY TO DERIVE INCOME FROM OTHER ENDEAVORS.
- 30.13 LICENSEE AND, IF LICENSEE IS AN ENTITY, ITS SHAREHOLDERS, MEMBERS AND PARTNERS, AS APPLICABLE, ACKNOWLEDGE THEIR UNDERSTANDING OF THE FOLLOWING: SYLVAN BEGAN OFFERING THE SYLVAN SYSTEM LICENSE AND THE SYLVANSYNC SYSTEM LICENSE IN A JOINT LICENSE AGREEMENT IN APRIL 2016, ALTHOUGH SUCH SYSTEMS AND LICENSE GRANTS ARE DISTINCT FROM ONE ANOTHER. PREVIOUSLY, SYLVAN OFFERED THE TWO SYSTEMS AND LICENSE GRANTS UNDER TWO SEPARATE DOCUMENTS: (I) A SYLVAN SYSTEM LICENSE, AND (II) AN OPTIONAL SYLVANSYNC SYSTEM PRODUCT LICENSE. LICENSEE ACKNOWLEDGES AND AGREES THAT THE SYLVAN SYSTEM AND THE SYLVANSYNC SYSTEM ARE SEPARATE SYSTEMS AND THAT SYLVAN INCLUDES BOTH SYSTEMS IN THIS AGREEMENT FOR EFFICIENCY ONLY.

31. Exhibits.

The following exhibits are a part of this Agreement and are incorporated herein by reference:

Exhibit A – Territory Agreement

Exhibit B – Application for a Sylvan and SylvanSync License

Exhibit C – Guaranty

Exhibit D – Acknowledgment of Request to Contribute to Advertising Cooperative

Exhibit E – Contact Center Franchisee Participation Agreement

IN WITNESS WHEREOF, the parties hereto have set their respective hands, as of the day and year first above written.

Sylvan Learning, LLC

LICENSEE: LicenseeName

By: _____

By: _____
(signature)

Title: _____

Title: _____

Date: _____

By: _____
(signature)

Title: _____

Individually and as an officer or partner of a
(State/Province Entity Type)

Date: _____

If Licensee is a corporation, limited partnership, or a partnership, all of the shareholders, limited partners or partners hereby acknowledge that they have received and read the Franchise Disclosure Document and all Agreements to be entered into by the parties. The shareholders or partners agree to be bound by the Agreement, all exhibits and addenda attached hereto and agree to the restrictions on them (including restrictions on the transfer of their interest in the Licensee, stated in Paragraph 9, and the limitations on their ability to compete with Sylvan, stated in Paragraph 12.5) and guarantee the performance of Licensee under the terms of this Agreement, as provided in the form of guaranty attached as Exhibit C.

Percentage Interest Owned

Name: Guarantor1 Shareholder/Limited Partner/Partner

Name: _____ Shareholder/Limited Partner/Partner

Name: _____ Shareholder/Limited Partner/Partner

Name: _____ Shareholder/Limited Partner/Partner

Name: _____ Shareholder/Limited Partner/Partner

EXHIBIT A

Territory Agreement

Licensed Territory Description for #LicAgrNumber

The boundaries of TerritoryCity, Territory State/Province Territory are described below:

DESCRIPTION:

[In the event of a conflict between the written territory description and the map shown above, the written description controls. The map is intended for illustrative purposes only.]

ACKNOWLEDGED & AGREED BY LICENSEE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B

[Reserved]

EXHIBIT C

Guaranty

License Agreement #LicAgrNumber

This Guaranty is given as of _____ (date) by Guarantor1 ("Guarantor"), in favor of Sylvan Learning, LLC ("Sylvan"), with respect to the following.

Guarantor is a shareholder/member of LicenseeName ("Licensee"). Guarantor desires that Sylvan enter into a "License Agreement" with Licensee with respect to the operation of a "Licensed Business" by Licensee. Guarantor has given this Guaranty in order to induce Sylvan to do so;

Therefore, in consideration of Guarantor's current interest in Licensee, and for other valuable consideration, Guarantor hereby guarantees performance and payment by Licensee of all obligations that Licensee now or in the future owes or may owe to Sylvan. "Obligations" shall include all liabilities of any nature, including without limitation license fees; royalties; loans; fees, including fees payable to third parties pursuant to the terms and conditions of the License Agreement; value of services or property rendered or provided; accounts receivable; confidentiality; covenants restricting the use of Sylvan names, property, and information; and damages arising from the breach of any such Obligations.

The undersigned agrees to comply with and abide by the restrictive covenants and non-disclosure provisions contained in Paragraphs 12.1, 12.5 and 3.1 and elsewhere in the Agreement to the same extent as and for the same period of time as Licensee is required to comply with and abide by such covenants and provisions. These obligations of the undersigned shall survive any expiration or termination of the License Agreement or this Guaranty.

This is an irrevocable, unconditional, and continuing Guaranty, and Guarantor agrees to perform and to pay the Obligations just as if Guarantor and not Licensee had incurred them in the first instance. Sylvan may proceed against Guarantor without first attempting to collect the Obligations from Licensee or any other guarantor or person whatsoever, and without first attempting to pursue any rights in any collateral.

Sylvan need not notify Guarantor of its acceptance of this Guaranty or of any presentment; demand for performance; nonperformance; extension, renewal, or alteration of the terms of any Obligations; the condition or change of condition of the business or finances of Licensee; or the incurring of any new Obligations. Sylvan may release Licensee or anyone else from the Obligations in whole or in part without affecting Guarantor's obligations hereunder. Upon any default hereunder, Guarantor hereby agrees that any indebtedness of Licensee to Guarantor shall be subordinated hereto, and Guarantor shall not claim any offset or reduction of Guarantor's obligations hereunder because of any such indebtedness.

This Guaranty shall remain in effect so long as the Obligations are not performed and paid in full.

This Guaranty shall be governed by the laws of the State of Maryland. Should Guarantor bring or initiate any lawsuit against Sylvan relating to this Guaranty, Guarantor agrees that venue properly lies in the Courts of the State where Sylvan then has its principal place of business (presently Baltimore County, Maryland) and agrees to file such litigation or lawsuit only in such Courts. Guarantor shall pay Sylvan's reasonable attorneys' fees, costs, and expenses (and interest on such fees, costs, and expenses) of collection incurred in enforcing this Guaranty, whether or not a lawsuit is started.

GUARANTOR

Guarantor's Address:

(signature)
Typed Name: Guarantor1

EXHIBIT C

Guaranty

License Agreement #LicAgrNumber

This Guaranty is given as of _____(date) by ____ ("Guarantor"), in favor of Sylvan Learning, LLC ("Sylvan"), with respect to the following.

Guarantor is a shareholder/member of LicenseeName ("Licensee"). Guarantor desires that Sylvan enter into a "License Agreement" with Licensee with respect to the operation of a "Licensed Business" by Licensee. Guarantor has given this Guaranty in order to induce Sylvan to do so;

Therefore, in consideration of Guarantor's current interest in Licensee, and for other valuable consideration, Guarantor hereby guarantees performance and payment by Licensee of all obligations that Licensee now or in the future owes or may owe to Sylvan. "Obligations" shall include all liabilities of any nature, including without limitation license fees; royalties; loans; fees, including fees payable to third parties pursuant to the terms and conditions of the License Agreement; value of services or property rendered or provided; accounts receivable; confidentiality; covenants restricting the use of Sylvan names, property, and information; and damages arising from the breach of any such Obligations.

The undersigned agrees to comply with and abide by the restrictive covenants and non-disclosure provisions contained in Paragraphs 12.1, 12.5 and 3.1 and elsewhere in the Agreement to the same extent as and for the same period of time as Licensee is required to comply with and abide by such covenants and provisions. These obligations of the undersigned shall survive any expiration or termination of the License Agreement or this Guaranty.

This is an irrevocable, unconditional, and continuing Guaranty, and Guarantor agrees to perform and to pay the Obligations just as if Guarantor and not Licensee had incurred them in the first instance. Sylvan may proceed against Guarantor without first attempting to collect the Obligations from Licensee or any other guarantor or person whatsoever, and without first attempting to pursue any rights in any collateral.

Sylvan need not notify Guarantor of its acceptance of this Guaranty or of any presentment; demand for performance; nonperformance; extension, renewal, or alteration of the terms of any Obligations; the condition or change of condition of the business or finances of Licensee; or the incurring of any new Obligations. Sylvan may release Licensee or anyone else from the Obligations in whole or in part without affecting Guarantor's obligations hereunder. Upon any default hereunder, Guarantor hereby agrees that any indebtedness of Licensee to Guarantor shall be subordinated hereto, and Guarantor shall not claim any offset or reduction of Guarantor's obligations hereunder because of any such indebtedness.

This Guaranty shall remain in effect so long as the Obligations are not performed and paid in full.

This Guaranty shall be governed by the laws of the State of Maryland. Should Guarantor bring or initiate any lawsuit against Sylvan relating to this Guaranty, Guarantor agrees that venue properly lies in the Courts of the State where Sylvan then has its principal place of business (presently Baltimore County, Maryland) and agrees to file such litigation or lawsuit only in such Courts. Guarantor shall pay Sylvan's reasonable attorneys' fees, costs, and expenses (and interest on such fees, costs, and expenses) of collection incurred in enforcing this Guaranty, whether or not a lawsuit is started.

GUARANTOR

Guarantor's Address:

(signature)

Typed Name:

EXHIBIT C

Guaranty

License Agreement #LicAgrNumber

This Guaranty is given as of _____(date) by ____ ("Guarantor"), in favor of Sylvan Learning, LLC ("Sylvan"), with respect to the following.

Guarantor is a shareholder/member of LicenseeName ("Licensee"). Guarantor desires that Sylvan enter into a "License Agreement" with Licensee with respect to the operation of a "Licensed Business" by Licensee. Guarantor has given this Guaranty in order to induce Sylvan to do so;

Therefore, in consideration of Guarantor's current interest in Licensee, and for other valuable consideration, Guarantor hereby guarantees performance and payment by Licensee of all obligations that Licensee now or in the future owes or may owe to Sylvan. "Obligations" shall include all liabilities of any nature, including without limitation license fees; royalties; loans; fees, including fees payable to third parties pursuant to the terms and conditions of the License Agreement; value of services or property rendered or provided; accounts receivable; confidentiality; covenants restricting the use of Sylvan names, property, and information; and damages arising from the breach of any such Obligations.

The undersigned agrees to comply with and abide by the restrictive covenants and non-disclosure provisions contained in Paragraphs 12.1, 12.5 and 3.1 and elsewhere in the Agreement to the same extent as and for the same period of time as Licensee is required to comply with and abide by such covenants and provisions. These obligations of the undersigned shall survive any expiration or termination of the License Agreement or this Guaranty.

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Sylvan need not notify Guarantor of its acceptance of this Guaranty or of any presentment; demand for performance; nonperformance; extension, renewal, or alteration of the terms of any Obligations; the condition or change of condition of the business or finances of Licensee; or the incurring of any new Obligations. Sylvan may release Licensee or anyone else from the Obligations in whole or in part without affecting Guarantor's obligations hereunder. Upon any default hereunder, Guarantor hereby agrees that any indebtedness of Licensee to Guarantor shall be subordinated hereto, and Guarantor shall not claim any offset or reduction of Guarantor's obligations hereunder because of any such indebtedness.

This Guaranty shall remain in effect so long as the Obligations are not performed and paid in full.

This Guaranty shall be governed by the laws of the State of Maryland. Should Guarantor bring or initiate any lawsuit against Sylvan relating to this Guaranty, Guarantor agrees that venue properly lies in the Courts of the State where Sylvan then has its principal place of business (presently Baltimore County, Maryland) and agrees to file such litigation or lawsuit only in such Courts. Guarantor shall pay Sylvan's reasonable attorneys' fees, costs, and expenses (and interest on such fees, costs, and expenses) of collection incurred in enforcing this Guaranty, whether or not a lawsuit is started.

GUARANTOR

Guarantor's Address:

(signature)

Typed Name:

EXHIBIT C

Guaranty

License Agreement #LicAgrNumber

This Guaranty is given as of _____(date) by ____ ("Guarantor"), in favor of Sylvan Learning, LLC ("Sylvan"), with respect to the following.

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Therefore, in consideration of Guarantor's current interest in Licensee, and for other valuable consideration, Guarantor hereby guarantees performance and payment by Licensee of all obligations that Licensee now or in the future owes or may owe to Sylvan. "Obligations" shall include all liabilities of any nature, including without limitation license fees; royalties; loans; fees, including fees payable to third parties pursuant to the terms and conditions of the License Agreement; value of services or property rendered or provided; accounts receivable; confidentiality; covenants restricting the use of Sylvan names, property, and information; and damages arising from the breach of any such Obligations.

The undersigned agrees to comply with and abide by the restrictive covenants and non-disclosure provisions contained in Paragraphs 12.1, 12.5 and 3.1 and elsewhere in the Agreement to the same extent as and for the same period of time as Licensee is required to comply with and abide by such covenants and provisions. These obligations of the undersigned shall survive any expiration or termination of the License Agreement or this Guaranty.

This is an irrevocable, unconditional, and continuing Guaranty, and Guarantor agrees to perform and to pay the Obligations just as if Guarantor and not Licensee had incurred them in the first instance. Sylvan may proceed against Guarantor without first attempting to collect the Obligations from Licensee or any other guarantor or person whatsoever, and without first attempting to pursue any rights in any collateral.

Sylvan need not notify Guarantor of its acceptance of this Guaranty or of any presentment; demand for performance; nonperformance; extension, renewal, or alteration of the terms of any Obligations; the condition or change of condition of the business or finances of Licensee; or the incurring of any new Obligations. Sylvan may release Licensee or anyone else from the Obligations in whole or in part without affecting Guarantor's obligations hereunder. Upon any default hereunder, Guarantor hereby agrees that any indebtedness of Licensee to Guarantor shall be subordinated hereto, and Guarantor shall not claim any offset or reduction of Guarantor's obligations hereunder because of any such indebtedness.

This Guaranty shall remain in effect so long as the Obligations are not performed and paid in full.

This Guaranty shall be governed by the laws of the State of Maryland. Should Guarantor bring or initiate any lawsuit against Sylvan relating to this Guaranty, Guarantor agrees that venue properly lies in the Courts of the State where Sylvan then has its principal place of business (presently Baltimore County, Maryland) and agrees to file such litigation or lawsuit only in such Courts. Guarantor shall pay Sylvan's reasonable attorneys' fees, costs, and expenses (and interest on such fees, costs, and expenses) of collection incurred in enforcing this Guaranty, whether or not a lawsuit is started.

GUARANTOR

Guarantor's Address:

(signature)

Typed Name:

EXHIBIT C

Guaranty

License Agreement #LicAgrNumber

This Guaranty is given as of _____(date) by ____ ("Guarantor"), in favor of Sylvan Learning, LLC ("Sylvan"), with respect to the following.

Guarantor is a shareholder/member of LicenseeName ("Licensee"). Guarantor desires that Sylvan enter into a "License Agreement" with Licensee with respect to the operation of a "Licensed Business" by Licensee. Guarantor has given this Guaranty in order to induce Sylvan to do so;

Therefore, in consideration of Guarantor's current interest in Licensee, and for other valuable consideration, Guarantor hereby guarantees performance and payment by Licensee of all obligations that Licensee now or in the future owes or may owe to Sylvan. "Obligations" shall include all liabilities of any nature, including without limitation license fees; royalties; loans; fees, including fees payable to third parties pursuant to the terms and conditions of the License Agreement; value of services or property rendered or provided; accounts receivable; confidentiality; covenants restricting the use of Sylvan names, property, and information; and damages arising from the breach of any such Obligations.

The undersigned agrees to comply with and abide by the restrictive covenants and non-disclosure provisions contained in Paragraphs 12.1, 12.5 and 3.1 and elsewhere in the Agreement to the same extent as and for the same period of time as Licensee is required to comply with and abide by such covenants and provisions. These obligations of the undersigned shall survive any expiration or termination of the License Agreement or this Guaranty.

This is an irrevocable, unconditional, and continuing Guaranty, and Guarantor agrees to perform and to pay the Obligations just as if Guarantor and not Licensee had incurred them in the first instance. Sylvan may proceed against Guarantor without first attempting to collect the Obligations from Licensee or any other guarantor or person whatsoever, and without first attempting to pursue any rights in any collateral.

Sylvan need not notify Guarantor of its acceptance of this Guaranty or of any presentment; demand for performance; nonperformance; extension, renewal, or alteration of the terms of any Obligations; the condition or change of condition of the business or finances of Licensee; or the incurring of any new Obligations. Sylvan may release Licensee or anyone else from the Obligations in whole or in part without affecting Guarantor's obligations hereunder. Upon any default hereunder, Guarantor hereby agrees that any indebtedness of Licensee to Guarantor shall be subordinated hereto, and Guarantor shall not claim any offset or reduction of Guarantor's obligations hereunder because of any such indebtedness.

This Guaranty shall remain in effect so long as the Obligations are not performed and paid in full.

This Guaranty shall be governed by the laws of the State of Maryland. Should Guarantor bring or initiate any lawsuit against Sylvan relating to this Guaranty, Guarantor agrees that venue properly lies in the Courts of the State where Sylvan then has its principal place of business (presently Baltimore County, Maryland) and agrees to file such litigation or lawsuit only in such Courts. Guarantor shall pay Sylvan's reasonable attorneys' fees, costs, and expenses (and interest on such fees, costs, and expenses) of collection incurred in enforcing this Guaranty, whether or not a lawsuit is started.

GUARANTOR

Guarantor's Address:

(signature)

Typed Name:

EXHIBIT D

Acknowledgment of Request to Contribute to Advertising Cooperative

Licensee: LicenseeName

Licensee Agreement and Center #: LicAgrNumber

1. Recitals:

- a) A local advertising cooperative (the “Co-op”) may exist in Licensee's Direct Marketing Area (“DMA”), having as its purpose, among others, the joint funding of advertising purchases to market the services of Sylvan Network licensed businesses in the DMA.
- b) Pursuant to Paragraph 7.8.2 of the License Agreement, upon Sylvan's request, Licensee shall contribute to such Co-op in accordance with the terms and conditions of Licensee's License Agreement.

2. Request to Participate:

Pursuant to Paragraph 7.8.2 of the License Agreement, Sylvan Learning, LLC hereby requests that Licensee contribute to such Co-op in accordance with the terms and conditions of Licensee's License Agreement.

3. Contribution Alternatives:

Licensee acknowledges that Sylvan has requested that it make a monthly contribution to the Co-op, pursuant to either one of the following funding alternatives:

Alternative A: Monthly contribution on the same basis as a majority of other Co-op members;

Alternative B: 8% of Licensee's Gross Revenues, such funding not to exceed the maximum of Forty Thousand Dollars (\$40,000) in each calendar year, as more extensively described in Paragraph 7.8.1 of the Agreement.

4. Licensee acknowledges that it has read this form, and understands that Sylvan has requested that Licensee contribute to the Co-op in Licensee's DMA. Licensee understands that it is not making a contribution election by executing this document.

LICENSEE: LicenseeName

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT E

Contact Center [New] Franchisee Participation Agreement

This Contact Center Franchisee Participation Agreement (the “Agreement”) is entered into as of _____ (the “Effective Date”) by and between Sylvan Learning, LLC (“Sylvan”), a Delaware limited liability company, with a principal place of business at 4 North Park Drive, Suite 500, Hunt Valley, MD 21030, and LicenseeName (“Franchisee”), with a principal place of business at StreetAddress, City, State/Province, ZIP/Postal Code.

WHEREAS, Sylvan is a leading provider of remedial, enrichment and test preparation tutoring services to students in Kindergarten through Grade 12 through a network of independent franchisees; and

WHEREAS, Sylvan has entered into an agreement (the “Master Services Agreement”) with WSOL, LLC (“Working Solutions”), under which Working Solutions shall provide contact center services (“Services”) to participating Sylvan franchisees, including Franchisee; and

WHEREAS, Franchisee is an independent licensee of Sylvan authorized to provide Sylvan services and programs in one (1) or more licensed Territory or Territories, pursuant to one (1) or more Sylvan License Agreement(s) (the “License Agreement(s)”), as set forth in Exhibit A, which is attached hereto and incorporated herein by reference;

WHEREAS, Franchisee desires to have Working Solutions provide Services on its behalf in connection with certain Sylvan Learning Centers (each a “Participating Center” and, collectively, the “Participating Centers”) within the Territory or Territories, such Participating Center(s) listed on Exhibit A to this Agreement, pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Services.** During the Term hereof, Sylvan shall cause Working Solutions to provide, on behalf of Franchisee for the Territories and Participating Center(s) set forth in this Agreement, the Services specified in Exhibit B, which is attached hereto and incorporated herein by reference. The hours of operation and service levels to be provided by Working Solutions are included in Exhibit B; service level obligations of Working Solutions are set forth in Exhibit hereto, incorporated herein by reference. Hours of operation and service levels may be revised upon ten (10) days’ prior written notice from Sylvan to Franchisee. Franchisee acknowledges that Working Solutions is responsible for all Services; Sylvan assumes no liability hereunder for any failure by Working Solutions to perform the Services.

2. **Payment; Billing.** Franchisee shall select one (1) of the two (2) payment options set forth in Exhibit D for each Participating Center by selecting the full-service (low variable fee) option (“Model A”), or the full service (low fixed fee) option (“Model B”), and writing such selection next to each Participating Center listed on Exhibit A to this Agreement. Exhibit D is attached hereto and incorporated herein by reference. Franchisee shall have the option to modify its selection one (1) time for each Participating Center during the Initial Term hereof by providing thirty (30) days’ prior written notice to Sylvan. Franchisee may elect to add one (1) or more Center(s) to participate, in addition to those Participating Center(s) listed on Exhibit A hereto, to receive Services pursuant to this Agreement after the Effective Date hereof by providing thirty (30) days’ prior written notice to Sylvan (email notice shall be deemed sufficient).

Sylvan shall invoice Franchisee monthly for Services provided to each Participating Center under this Agreement during any portion of the preceding month; Sylvan shall not prorate the payments due under

any circumstances. Payments shall be due in accordance with Franchisee's obligations concerning payment of accounts as set forth in the License Agreement(s).

If Franchisee closes one (1) or more of the Participating Centers during the Term hereof, Franchisee shall provide at least ninety (90) days' prior written notice to Sylvan and Working Solutions prior to such closure(s), and Franchisee shall not be invoiced for Services following the month that such Participating Center(s) closed. For avoidance of doubt, Franchisee shall be responsible for all amounts billed through the time of closure.

If Franchisee fails to provide such notice as required above, and Sylvan terminates Franchisee's License Agreement(s) as a result of such closure(s), Franchisee shall be charged an "Early Termination Fee" equal to the sum of the payments owed by Franchisee under this Agreement for each such closed Participating Center during the two (2) months preceding the closure(s).

3. **Term.** Unless terminated earlier pursuant to the provisions of this Agreement, the term of this Agreement shall commence on the Effective Date and terminate after the expiration of twelve (12) months (the "Initial Term"). This Agreement may be renewed at the parties' discretion by mutual written agreement; provided, however, that this Agreement shall automatically renew in twelve-month increments if either party does not provide notice of its intention not to renew prior to the expiration of the Initial Term or any then-current renewal term. The Initial Term and any renewal terms of this Agreement shall collectively be referred to as the "Term" of this Agreement.

4. **Termination.**

a) **Termination of License Agreement.** This Agreement shall automatically terminate in the event that Franchisee's License Agreement(s) is or are terminated. If Franchisee retains at least one (1) of the License Agreements following the termination of one (1) or more other License Agreement(s), then this Agreement shall remain in full force and effect as it pertains to Franchisee's remaining Territory or Territories.

b) **Termination of Master Services Agreement.** This Agreement shall automatically terminate in the event that the Master Services Agreement is terminated and Sylvan does not transfer the rights and obligations of Working Solutions to an alternative third-party contact center services provider. Sylvan agrees to provide Franchisee with as much notice as practicable in the event that the Master Services Agreement is terminated.

c) **Termination for Convenience.** Franchisee may not terminate this Agreement during the Initial Term hereof. Thereafter, during any renewal term, Franchisee may terminate this Agreement for convenience by providing Sylvan with thirty (30) days' prior written notice.

d) **Termination by Sylvan.** Sylvan shall have the right at any time during the Term of this Agreement, upon at least one (1) day's prior written notice to Franchisee, to discontinue the Services provided by Working Solutions and to terminate this Agreement.

5. **Agave Pay Gateway Prerequisite.** Franchisee must set up and enable an Agave Pay online payment gateway account for each Participating Center pursuant to a separate agreement between Franchisee and Agave Pay in order for Working Solutions to provide Services to the Participating Center(s). Franchisee must comply with all modifications to Sylvan's standards, specifications, and systems upon thirty (30) days' prior written notice.

6. **Monthly Survey.** Sylvan may require Franchisee to take an online satisfaction survey (the "Survey") each month regarding the Services received by Franchisee under this Agreement for the previous month in connection with each Participating Center. The Survey may be accessible by a hyperlink delivered by Sylvan to Franchisee via email, or via the Sylvan Advisor website, at Sylvan's sole discretion. Sylvan

intends to use the results of the Survey to improve the quality of the Services delivered by Working Solutions (or any alternative third-party contact center services provider) to Franchisee. Franchisee must complete and submit the Survey to Sylvan within ten (10) days of the date that Sylvan opens the Survey to Franchisee and notifies Franchisee in writing that the Survey is ready. Franchisee, or an employee of Franchisee acting on Franchisee's behalf, must submit to Sylvan a separate Survey for each Participating Center enrolled under this Agreement. Failure to timely complete and submit the Survey for each Participating Center shall constitute a material breach of this Agreement.

7. **No Guarantee or Warranty.** SYLVAN DOES NOT GUARANTY OR WARRANT THAT THE SERVICES PROVIDED BY WORKING SOLUTIONS WILL RESULT IN ANY MINIMUM VOLUME OF SALES OR ANY MINIMUM NUMBER OF CONVERSIONS FROM CALLS TO SALES, NOR THAT WORKING SOLUTIONS WILL BE ABLE TO RESOLVE ALL ISSUES PRESENTED BY FRANCHISEES. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, ALL SERVICES ARE BEING PROVIDED BY WORKING SOLUTIONS "AS IS." SYLVAN EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

8. **Exclusive Remedy.** Franchisee's exclusive remedy against Sylvan relating to the performance of Services hereunder by Working Solutions shall be the right to terminate this Agreement in accordance with Paragraph 4(c) above.

9. **Default.** A breach by Franchisee of any of its obligations set forth in this Agreement shall constitute a default by Franchisee under the License Agreement(s).

10. **Franchisee Cooperation.** Franchisee acknowledges that Sylvan shall manage the relationship between Franchisee and Working Solutions, or any alternative third-party contact center services provider. Notwithstanding the foregoing, Franchisee agrees to cooperate with Working Solutions in the performance of this Agreement, and agrees to provide Working Solutions with all information reasonably necessary for Working Solutions to provide Services on behalf of Franchisee.

11. **Notice.** Any notice from Sylvan to Franchisee, or from Franchisee to Sylvan, shall be deemed duly served if delivered, mailed, or sent in accordance with the terms set forth in the License Agreement(s), or if sent by email, provided that the delivery and receipt of such email is confirmed by recipient or recipient's email system.

12. **Assignment.** This Agreement shall not be assigned by Franchisee without the prior written consent of Sylvan. If Franchisee transfers its Sylvan Learning business(es) to a third-party purchaser approved by Sylvan, such third-party purchaser shall assume Franchisee's rights and obligations under this Agreement for the remainder of the Term hereof. This Agreement may be assigned by Sylvan to Sylvan's successor or to any subsidiary or affiliate of Sylvan and their respective successors. Franchisee acknowledges that Sylvan may also transfer the rights and obligations of Working Solutions hereunder to a separate third-party contact center services provider in the event that Working Solutions fails to meet its obligations to Sylvan under the Master Services Agreement; provided, however, that such alternative third-party services provider shall be obligated to perform at a minimum the obligations set forth in Exhibit B hereto, and to meet or exceed the service levels outlined in Exhibit C hereto. Sylvan shall provide notice to Franchisee of the migration to the alternative third-party contact center services provider as soon as is practicable.

13. **Integration.** This Agreement constitutes the entire agreement between the parties related to the subject matter hereof, and supersedes all prior agreements and understandings. This Agreement may be amended or modified only in writing executed by both parties.

14. **Binding Agreement.** This Agreement shall inure to the benefit of, and be binding on Sylvan's and Franchisee's respective heirs, executors, administrators, successors, and assigns.

15. **Litigation.** If Sylvan or Franchisee brings an action in connection with, or to enforce its rights under, this Agreement, such litigation shall be brought in accordance with the venue provisions set forth in the License Agreement(s).

16. **Waiver.** No delay or omission on the part of any party hereto in exercising any right hereunder shall operate as a waiver of such right or any other right under this Agreement.

17. **Headings.** The Article and Section headings used herein are for reference and convenience only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof.

18. **Applicable Law.** This Agreement shall be deemed to be entered into and shall be interpreted and construed in accordance with the internal laws of the State of Maryland, without giving effect to its conflict of laws rules.

19. **Schedules, Attachments, Exhibits.** All schedules, attachments, or exhibits, if any, referred to in or attached to this Agreement are and shall be deemed to be an integral part of this Agreement as if fully set forth herein.

20. **Signatures.** A faxed, photocopied, scanned-in PDF format, or electronic signature shall have the same effect for all purposes as an ink-signed original.

.....

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date(s) set forth below.

Sylvan Learning, LLC

Franchisee: LicenseeName

By: _____

By: _____

Name: Kate McComiskey

Name: _____

Title: Sr. Vice President & General Counsel

Title: _____

Date: _____

Date: _____

(Signature Block if Franchisee is an individual)

Franchisee Guarantor:

(or Franchisee if an individual)

By: _____

Name: _____

Date: _____

Exhibit A to the Contact Center [New] Franchisee Participation Agreement

License Agreements and Participating Centers

License Agreement #LicAgrNumber**, dated** _____**, concerning Territory #**LicAgrNumber

Services to be provided for the following Participating Centers in Territory:

(List center number and selected payment option (e.g., A or B))

Center #: <u>LicAgrNumber</u> Payment Option: _____	Center #: _____ Payment Option: _____
Center #: _____ Payment Option: _____	Center #: _____ Payment Option: _____
Center #: _____ Payment Option: _____	Center #: _____ Payment Option: _____

License Agreement #_____**, dated** _____**, concerning Territory #**_____

Services to be provided for the following Participating Centers in Territory:

(List center number and selected payment option (e.g., A or B))

Center #: _____ Payment Option: _____	Center #: _____ Payment Option: _____
Center #: _____ Payment Option: _____	Center #: _____ Payment Option: _____
Center #: _____ Payment Option: _____	Center #: _____ Payment Option: _____

License Agreement #_____**, dated** _____**, concerning Territory #**_____

Services to be provided for the following Participating Centers in Territory:

(List center number and selected payment option (e.g., A or B))

Center #: _____ Payment Option: _____	Center #: _____ Payment Option: _____
Center #: _____ Payment Option: _____	Center #: _____ Payment Option: _____
Center #: _____ Payment Option: _____	Center #: _____ Payment Option: _____

License Agreement #_____**, dated** _____**, concerning Territory #**_____

Services to be provided for the following Participating Centers in Territory:

(List center number and selected payment option (e.g., A or B))

Center #: _____ Payment Option: _____	Center #: _____ Payment Option: _____
Center #: _____ Payment Option: _____	Center #: _____ Payment Option: _____
Center #: _____ Payment Option: _____	Center #: _____ Payment Option: _____

Exhibit A to the Contact Center [New] Franchisee Participation Agreement

License Agreements and Participating Centers

License Agreement # _____, dated _____, concerning Territory # _____

Services to be provided for the following Participating Centers in Territory:

(List center number and selected payment option (e.g., A or B))

Center #: _____ Payment Option: _____

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Center #: _____ Payment Option: _____

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License Agreement # _____, dated _____, concerning Territory # _____

Services to be provided for the following Participating Centers in Territory:

(List center number and selected payment option (e.g., A or B))

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Center #: _____ Payment Option: _____

License Agreement # _____, dated _____, concerning Territory # _____

Services to be provided for the following Participating Centers in Territory:

(List center number and selected payment option (e.g., A or B))

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Center #: _____ Payment Option: _____

Center #: _____ Payment Option: _____

Center #: _____ Payment Option: _____

Center #: _____ Payment Option: _____

License Agreement # _____, dated _____, concerning Territory # _____

Services to be provided for the following Participating Centers in Territory:

(List center number and selected payment option (e.g., A or B))

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Center #: _____ Payment Option: _____

Center #: _____ Payment Option: _____

Center #: _____ Payment Option: _____

Center #: _____ Payment Option: _____

Center #: _____ Payment Option: _____

Exhibit B to the Contact Center [New] Franchisee Participation Agreement

Services

WORKING SOLUTIONS will provide Franchisee with the following baseline services:

- **Telephone Number Provision** – WORKING SOLUTIONS will provide local telephone number(s) to Franchisee for each Participating Center. Franchisee must use and advertise the telephone number(s) provided by WORKING SOLUTIONS as its inquiry telephone number on any marketing media controlled by the Franchisee.
- **Inbound Inquiry Handling** - WORKING SOLUTIONS will handle inbound calls and web-form inquiries from consumers.
- **Web-form Follow-up** – WORKING SOLUTIONS will follow-up via telephone with consumers who submit inquiries via web-form.
- **Outbound Follow-Up Calls** - WORKING SOLUTIONS will make consistent outbound follow-up calls to reach each consumer within a specified period of time from consumer's initial inquiry (the "Response Period"). If WORKING SOLUTIONS is unable to reach a consumer within the Response Period, WORKING SOLUTIONS will provide consumer's information to Franchisee to allow Franchisee to reach out to consumer directly. WORKING SOLUTIONS will not contact consumer following transfer of consumer's information to Franchisee.
- **Disposition Reporting** – WORKING SOLUTIONS will provide to Sylvan data containing the disposition of each inbound call, web-form, and email contact following the expiration of the applicable Response Period for each inquiry handled by WORKING SOLUTIONS. Sylvan will provide to Franchisee, via SLCLink, a report concerning the disposition of contacts related to its Participating Center(s).
- **Call Recordings** – WORKING SOLUTIONS will provide Sylvan with access to recordings of all calls between agents and consumers. Sylvan will provide Franchisee with access to all call recordings related to its Participating Center(s) for thirty (30) days from the date of the call.

Hours of Operation

Normal Hours:

Dedicated Agent Services: Monday through Friday, 8:00 a.m. – 8:00 p.m., and Saturday 8:00 a.m. - 12:00 p.m. (local time of the applicable Territory)

Holiday Hours:

WORKING SOLUTIONS may be closed during normal operating hours on the following Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve; if so, WORKING SOLUTIONS will provide a closed message announcement and voicemail box to be used in connection with all inbound calls.

Facilities

Services are to be provided from WORKING SOLUTIONS' facilities and other remote locations, as designated by WORKING SOLUTIONS.

Exhibit C to the Contact Center [New] Franchisee Participation Agreement

Service Level Obligations

Pursuant to the Master Services Agreement between WORKING SOLUTIONS and Sylvan, WORKING SOLUTIONS shall comply with the following service levels (to be measured monthly by Sylvan):

- *Percentage of calls answered within 20 seconds > 80%*
- *Average abandonment rate of all Sylvan calls <5%*
- *Forced Busies or disconnects = 0*
- *Average time on-hold of all Sylvan calls = 20 seconds*
- *Web-form response time < 15 minute*

Model A:

Low Variable Fee*

Fee Type	Model A
Flat Fee	\$700 per Month
Variable Fee	\$10 per Inquiry

Model B:

Low Fixed Fee*

Fee Type	Model B
Flat Fee	\$350 per Month
Variable Fee	\$30 per Inquiry

* Pricing subject to change.

Sylvan Learning, LLC

Exhibit B

License Agreement Riders for Certain Registration States



AGREEMENT RIDERS

Exhibit B. 1	California
Exhibit B. 2	Hawaii
Exhibit B. 3	Illinois
Exhibit B. 4	Indiana
Exhibit B. 5	Maryland
Exhibit B. 6	Minnesota
Exhibit B. 7	New York
Exhibit B. 8	North Dakota
Exhibit B. 9	Rhode Island
Exhibit B. 10	South Dakota
Exhibit B. 11	Virginia
Exhibit B. 12	Washington
Exhibit B. 13	Wisconsin

EXHIBIT B. 1
CALIFORNIA RIDER TO THE SYLVAN LEARNING, LLC LICENSE AGREEMENT

1. Whenever the provisions of this Rider conflict with provisions contained elsewhere in this License Agreement, the provisions of this Rider shall prevail to the extent of such conflict.

2. Covenants not to compete which extend beyond the term of the License Agreement may not be enforceable under California law.

3. To the extent the California Franchise Investment Law applies, it shall prevail over any conflicting provisions of the License Agreement.

4. No disclaimer, questionnaire, clause or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effect shall be deemed made only based upon the franchisee's understanding of the law and facts as of the time of the franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

5. The following statement shall be deemed to amend the License Agreement:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

SYLVAN LEARNING, LLC

By: _____

Title: _____

Date: _____

LICENSEE:

By: _____

Title: _____

Date: _____

EXHIBIT B. 2
HAWAII RIDER TO THE SYLVAN LEARNING, LLC LICENSE AGREEMENT

In recognition of the requirements of the Franchise Investment Law of the State of Hawaii, the parties to the Sylvan License Agreement (the "Agreement") agree as follows:

1. The following statement shall be deemed to amend the License Agreement:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

SYLVAN LEARNING, LLC

By: _____

Title: _____

Date: _____

EXHIBIT B. 3
ILLINOIS RIDER TO THE SYLVAN LEARNING, LLC LICENSE AGREEMENT

To the extent the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§705/1 – 705/44 applies, the terms of this Addendum apply.

1. Illinois law governs the License Agreement.
2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.
3. Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
4. In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
5. The following statement shall be deemed to amend the License Agreement:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

SYLVAN LEARNING, LLC

By: _____

Title: _____

Date: _____

LICENSEE:

By: _____

Title: _____

Date: _____

EXHIBIT B. 3(a)
ILLINOIS RIDER TO THE SYLVAN EDGE PACKAGE LICENSE AGREEMENT

To the extent the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§705/1 – 705/44 applies, the terms of this Addendum apply.

1. Illinois law governs the Sylvan Edge Package License Agreement.
2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.
3. Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
4. In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
5. The following statement shall be deemed to amend the License Agreement:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

SYLVAN LEARNING, LLC

By: _____

Title: _____

Date: _____

LICENSEE:

By: _____

Title: _____

Date: _____

EXHIBIT B. 3(b)
ILLINOIS RIDER TO THE ACE IT! TUTORING SYSTEM LICENSE AGREEMENT

To the extent the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§705/1 – 705/44 applies, the terms of this Addendum apply.

1. Illinois law governs the Ace it! Tutoring System License Agreement.
2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.
3. Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
4. In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
5. The following statement shall be deemed to amend the License Agreement:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

SYLVAN LEARNING, LLC

By: _____

Title: _____

Date: _____

LICENSEE:

By: _____

Title: _____

Date: _____

EXHIBIT B. 4
INDIANA RIDER TO THE SYLVAN LEARNING, LLC LICENSE AGREEMENT

1. Whenever the provisions of this Rider conflict with provisions contained elsewhere in this License Agreement, the provisions of this Rider shall prevail to the extent of such conflict.

2. Notwithstanding any provision of the License Agreement to the contrary, Indiana Code, Title 23, Article 2, Chapter 2.7, § 1(9) provides that it shall be unlawful for any franchise agreement to contain a provision requiring a franchisee to covenant not to compete with the Franchisor for a period longer than three years or in an area greater than the exclusive area granted by the franchise agreement or, in the absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the license. To the extent the provisions of the License Agreement are inconsistent with the terms of the Indiana Code, in Indiana the terms of the Indiana Code will control.

3. Section 9.3.9 of this License Agreement is hereby deleted in its entirety and the following is inserted in its place:

9.3.9 The transferor shall have executed a general release under seal where required, in a form satisfactory to Sylvan, of any and all claims against Sylvan, its subsidiaries, affiliates and their officers and directors, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances arising out of, or connected with, the performance of this Agreement; provided, however, any such general release executed by the licensee upon transfer of the License Agreement shall not include any waiver of rights to which the licensee may be entitled under the Indiana Deceptive Franchise Practices Act.

4. Section 11.5 of the License Agreement is hereby deleted in its entirety and the following inserted in lieu thereof:

11.5 Termination by Licensee. Licensee may terminate this License Agreement for any reason by the giving of a one hundred twenty (120) day written notice to Sylvan. Termination shall be effective upon execution by both parties of a mutual release and termination agreement; provided however, any such general release executed by the licensee upon transfer of the License Agreement shall not include any waiver of rights to which the licensee may be entitled under the Indiana Deceptive Franchise Practices Act. Licensee shall comply with all obligations that occur on or after termination.

5. Section 13 of the License Agreement is hereby deleted in its entirety and the following inserted in lieu thereof:

13. Remedies.

Nothing herein contained shall bar Licensor's right to seek to obtain injunctive relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

6. Notwithstanding any provision of the License Agreement to the contrary, Indiana Code, Title 23, Article 2, Chapter 2.7, §1(8), provides that it shall be unlawful to permit a franchisor to fail to renew the franchise without good cause or in bad faith. In addition, Indiana Code, Title 23, Article 2, Chapter 2.7, §1(8), provides that the Indiana Code shall not prohibit a franchise agreement from providing that the agreement is not renewable upon expiration or that the agreement is renewable if the franchisee meets certain conditions specified in the agreement. To the extent the provisions of the License Agreement are inconsistent with the terms of the Indiana Code, in Indiana the terms of the Indiana Code will control.

7. Notwithstanding the provisions of Section 20 of the License Agreement which designate that Maryland law is the governing law and that jurisdiction and venue lie in Maryland, Indiana Code, Title 23, Article 2, Chapter 2.7, §1(10), provides that it shall be unlawful for any franchise agreement to limit litigation brought for breach of the agreement in any manner whatsoever. To the extent the provisions of the License Agreement are inconsistent with the terms of the Indiana Code, in Indiana the terms of the Indiana Code will control.

SYLVAN LEARNING, LLC

By: _____

Title: _____

Date: _____

LICENSEE:

By: _____

Title: _____

Date: _____

EXHIBIT B. 5
MARYLAND RIDER TO THE SYLVAN LEARNING, LLC LICENSE AGREEMENT

1. Whenever the provisions of this Rider conflict with provisions contained elsewhere in this License Agreement, the provisions of this Rider shall prevail to the extent of such conflict.

2. Section 9.3.9 of this License Agreement is hereby deleted in its entirety and the following is inserted in its place:

9.3.9 The transferor shall have executed a general release under seal where required, in a form satisfactory to Sylvan, of any and all claims against Sylvan, its subsidiaries, affiliates and their officers and directors, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances arising out of, or connected with, the performance of this Agreement; provided, however, any such general release executed by the licensee upon transfer of the License Agreement shall not include any waiver of rights to which the licensee may be entitled under the Maryland Franchise Registration and Disclosure Law.

3. The following statement shall be deemed to amend the License Agreement:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

SYLVAN LEARNING, LLC

By: _____

Title: _____

Date: _____

LICENSEE:

By: _____

Title: _____

Date: _____

EXHIBIT B. 6
MINNESOTA RIDER TO THE SYLVAN LEARNING, LLC LICENSE AGREEMENT

1. Whenever the provisions of this Rider conflict with provisions contained elsewhere in this License Agreement, the provisions of this Rider shall prevail to the extent of such conflict.

2. Notwithstanding the provisions of Section 11 of this License Agreement, in the event of Licensee's breach of this License Agreement, Licensors may terminate or cancel the License if (i) Licensors give Licensee written notice setting forth all the reasons for such termination or cancellation to the Licensee at least ninety (90) days in advance of such termination or cancellation, and (ii) Licensee fails to correct the reasons stated for termination or cancellation in the notice within sixty (60) days of receipt of the notice; except that the notice shall be effective immediately upon receipt where the alleged grounds are:

- (i) Voluntary abandonment of the licensed business or license relationship by the Licensee;
- (ii) The conviction of the Licensee in a court of competent jurisdiction of an offense directly related to the business conducted pursuant to the License; or
- (iii) Failure to cure a default under the License Agreement which materially impairs the goodwill associated with the Licensors' trade name, trademark, service mark, logotype or other commercial symbol after the Licensee has received written notice to cure at least twenty-four (24) hours in advance of such termination.

3. Licensors may not terminate or cancel a License except for good cause, which shall be defined as failure by the Licensee substantially to comply with those reasonable requirements imposed by the License Agreement including, but not limited to, (1) the bankruptcy or insolvency of Licensee; (2) assignment for the benefit of creditors or similar disposition of the assets of the licensed business; (3) voluntary abandonment of the licensed business; (4) conviction or a plea of guilty or no contest to a charge of violating any law relating to the licensed business; or (5) any act by or conduct of Licensee which materially impairs the goodwill associated with the Licensors' trademark, trade name, service mark, logotype or other commercial symbol.

4. Section 3 of the License Agreement shall be amended by adding the following additional Subparagraph 3.3:

Sylvan reserves the right, in its sole discretion, to designate one or more new, modified or replacement Names or Marks for use by Licensee and to require the use by Licensee of any such new, modified or replacement Names or Marks in addition to or in lieu of any previously designated Names or Marks.

Sylvan will indemnify a Minnesota Licensee for damages for which such Licensee is held liable in any proceeding arising out of the use of the "Sylvan Learning Center" mark provided that the Licensee has used the mark properly and has notified Sylvan of any claim against the Licensee within ten days of Licensee's knowledge of such claim. Sylvan shall have sole control of any litigation involving the marks. Sylvan's indemnification obligation shall not apply to any licensee residing outside the State of Minnesota who purchases a license to be located outside of Minnesota.

5. Section 13 of the License Agreement is hereby deleted in its entirety and the following inserted in lieu thereof:

13. Remedies.

Nothing herein contained shall bar Licensors' right to seek to obtain injunctive relief against threatened conduct that may cause it loss or damages, under the usual equity

rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

6. The provisions of Section 20 of the License Agreement shall not in any way abrogate or reduce any rights of the licensee as provided for in Minnesota Statutes 1992, Chapter 80C, including the right to submit matters to the jurisdiction of the court of Minnesota.

7. Minnesota Rule 2860.4400D (the "Rule") provides that it is unfair or inequitable to require a franchisee to assent to a release, assignment, novation or waiver that would relieve any person from liability under Minnesota Statutes. To the extent of a conflict between the Rule and any provision of the Franchise Agreement, the Rule shall prevail.

8. The following statement shall be deemed to amend the License Agreement:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

SYLVAN LEARNING, LLC

By: _____

Title: _____

Date: _____

LICENSEE:

By: _____

Title: _____

Date: _____

EXHIBIT B. 7
NEW YORK RIDER TO THE SYLVAN LEARNING, LLC LICENSE AGREEMENT

1. Whenever the provisions of this Rider conflict with provisions contained elsewhere in this License Agreement, the provisions of this Rider shall prevail to the extent of such conflict.

2. Notwithstanding the provisions of Section 9.3.4 of the License Agreement, the Parties agree that all rights enjoyed by the Licensee and any cause of action arising in its 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 provision that the non-waiver provisions of GBL Sections 687.4 and 687.5 be satisfied.

3. Section 20 of the License Agreement is hereby amended by adding the following additional sentence at the end thereof: "The foregoing choice of law should not be considered a waiver of any rights conferred upon Licensee by the provisions of Art. 33 of the New York G.B.L."

4. Paragraph 9.3.9 of the License Agreement is hereby deleted in its entirety and the following is inserted in its place: "The transferor shall have executed a general release under seal where required, in a form satisfactory to Sylvan, of any and all claims against Sylvan its subsidiaries, affiliates and their officers and directors, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances arising out of, or connected with, the performance of this Agreement; provided, however, that all rights enjoyed by the Franchisee and any causes of action arising in its favor from the provisions of Article 33 of the General Business Law of New York State and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of Sections 687.4 and 687.5 of the General Business Law of New York State be satisfied."

5. The first sentence of Section 11.5 of the License Agreement is amended to read: "Licensee may terminate this License Agreement for any reason by giving of a one hundred twenty (120) day written notice to Sylvan; however, the Licensee may utilize whatever legal right he may possess to suspend or discontinue operations due to a material breach by Sylvan."

6. Section 9.1 of the License Agreement is hereby amended by adding the following additional sentence at the end thereof: "Sylvan shall make a good faith effort to ascertain that any such successor or assign possesses the economic resources to fulfill Sylvan's obligations to its licensees."

SYLVAN LEARNING, LLC

By: _____

Title: _____

Date: _____

LICENSEE:

By: _____

Title: _____

Date: _____

EXHIBIT B. 8
NORTH DAKOTA RIDER TO THE SYLVAN LEARNING, LLC LICENSE AGREEMENT

1. Whenever the provisions of this Rider conflict with provisions contained elsewhere in this License Agreement, the provisions of this Rider shall prevail to the extent of such conflict.

2. To the extent that Section 12 of this License Agreement conflicts with the provisions of North Dakota law regarding restrictive covenants (N.D.C.C., Sec. 9-08-06), such restrictive covenants may not be enforceable by Sylvan, in which event Sylvan shall otherwise retain its rights and remedies at common law.

3. Section 13 is deleted and the following is substituted in lieu thereof:

13. Remedies.

Licensee acknowledges that Sylvan's remedy at law for Licensee's breach of Sections 3, 12.1 or 12.5 would be inadequate and that, accordingly, in such events, Licensors shall be entitled to immediate injunctive relief. In addition to, and not in derogation of, the right to obtain an injunction, Sylvan shall be entitled to any other legally available damages or relief.

4. The License Agreement is hereby modified to add the first paragraph below to the end of the first paragraph of Section 20 and the second paragraph below as a new second paragraph of Section 20:

"Notwithstanding the foregoing, to the extent the requirement that venue lies with courts in Maryland in the event that you bring suit against Sylvan violates applicable North Dakota law, such requirement shall be void.

The parties hereto agree that it is in their best interest to resolve disputes between them in an orderly fashion and in a consistent manner. Therefore, the parties irrevocably constitute and appoint the Securities Commissioner, State of North Dakota, State Capitol, Bismarck, North Dakota 58505, to be their true and lawful agent, to receive service of any lawful process in any civil litigation or proceeding arising under this Agreement, and service upon such agent shall have the same force and validity as if personal service had been obtained on the other party; provided that notice of service and a copy of any process served shall be sent by registered or certified mail, addressed to the other party at the address specified under Section 16 hereof."

5. Section 24 of the License Agreement is amended by adding a new Section 26.14 reading as follows:

"Notwithstanding anything to the contrary in this Section 26, to the extent North Dakota law applies, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Franchise Investment Law of North Dakota or any rule or order thereunder is void."

6. The License Agreement requires the licensee to consent to a limitation of claims within one year. To the extent this requirement conflicts with North Dakota law, North Dakota law will apply.

[Signature page follows.]

SYLVAN LEARNING, LLC

By: _____

Title: _____

Date: _____

LICENSEE:

By: _____

Title: _____

Date: _____

EXHIBIT B. 9
RHODE ISLAND RIDER TO THE SYLVAN LEARNING, LLC LICENSE AGREEMENT

1. Whenever the provisions of this Rider conflict with provisions contained elsewhere in this License Agreement, the provisions of this Rider shall prevail to the extent of such conflict.

2. Section 20 of the License Agreement is amended by adding the following language at the end thereof:

"Notwithstanding the foregoing, to the extent Rhode Island law applies and so requires, nothing herein shall require Licensee to bring suit only in a forum outside of Rhode Island or operate to limit Licensee's rights under the Rhode Island Franchise Act.

SYLVAN LEARNING, LLC

By: _____

Title: _____

Date: _____

LICENSEE:

By: _____

Title: _____

Date: _____

EXHIBIT B. 10
SOUTH DAKOTA RIDER TO THE SYLVAN LEARNING, LLC LICENSE AGREEMENT

1. Whenever the provisions of this Rider conflict with provisions contained elsewhere in this License Agreement, the provisions of this Rider shall prevail to the extent of such conflict.

2. Notwithstanding the provision in Section 11 of the License Agreement providing that Sylvan give at least 10 days' notice of termination for monetary defaults by Licensee, Sylvan shall give Licensee a Notice of Default providing Licensee at least thirty (30) days to cure such defaults. If Licensee cures a non-payment default before the cure date stated in the Notice of Default, the Notice of Default shall no longer be effective.

3. Section 12 of the License Agreement is amended by the addition of the following language as Paragraph 12.7:

"Notwithstanding the foregoing, to the extent the provisions of Section 12 concerning restrictive covenants conflict with South Dakota law, South Dakota law shall prevail."

4. Section 13 is amended to read as follows:

"Licensee acknowledges that Licensor's remedy at law for Licensee's breach of Section 3, 12.1 or 12.5 would be inadequate and that, accordingly, in such events, Licensor shall be entitled to immediate injunctive relief. In addition to, and not in derogation of, the right to obtain an injunction, Licensor shall be entitled to any damages available under the law."

5. Section 20 of the License Agreement is amended by the addition of the following language at the end of it:

"Notwithstanding the foregoing, (i) the law regarding license registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of South Dakota; but as to contractual and other matters, this Agreement and all provisions of this instrument will be and remain subject to the application, construction, enforcement, and interpretation under the governing law of the State of Maryland; and (ii) any provision which designates jurisdiction or venue or requires the licensee to agree to jurisdiction or venue in a forum outside of South Dakota is void with respect to any cause of action which is otherwise enforceable in South Dakota."

6. Every contract in which the amount of damage or compensation for breach of an obligation is determined in anticipation thereof is void to that extent except the parties may agree therein upon an amount presumed to be the damage for breach in cases where it would be impractical or extremely difficult to fix actual damages. SDCL 53-9-5.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective the _____ day of _____, 20____.

SYLVAN LEARNING, LLC

By: _____

Title: _____

Date: _____

LICENSEE:

By: _____

Title: _____

Date: _____

EXHIBIT B. 11
VIRGINIA RIDER TO THE SYLVAN LEARNING, LLC LICENSE AGREEMENT

1. Whenever the provisions of this Rider conflict with provisions contained elsewhere in this License Agreement, the provisions of this Rider shall prevail to the extent of such conflict.

2. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

“According to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.”

3. The following statement shall be deemed to amend the License Agreement:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective the ____ day of _____, 20____.

SYLVAN LEARNING, LLC

By:_____

Title:_____

Date:_____

LICENSEE:

By:_____

Title:_____

Date:_____

EXHIBIT B. 12
WASHINGTON ADDENDUM TO THE LICENSE AGREEMENT, ACKNOWLEDGEMENT AND
REPRESENTATIONS STATEMENT, AND RELATED AGREEMENTS

Notwithstanding anything to the contrary contained in the License Agreement, to the extent that the License Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

RCW 19.100.180 may supersede the License Agreement in your relationship with the licensor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the License Agreement in your relationship with the licensor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator at the time of arbitration. In addition, if litigation is not precluded by the franchise agreement, a licensee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a licensee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the licensor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the License Agreement or elsewhere are void and unenforceable in Washington.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective the _____ day of _____, 20____.

SYLVAN LEARNING, LLC

By: _____

Title: _____

Date: _____

LICENSEE:

By: _____

Title: _____

Date: _____

EXHIBIT B. 13
WISCONSIN RIDER TO THE SYLVAN LEARNING, LLC LICENSE AGREEMENT

1. Whenever the provisions of this Rider conflict with provisions contained elsewhere in this License Agreement, the provisions of this Rider shall prevail to the extent of such conflict.

2. The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes, supersedes any provision of the License Agreement if such provisions are in conflict with that law.

SYLVAN LEARNING, LLC

By: _____

Title: _____

Date: _____

LICENSEE:

By: _____

Title: _____

Date: _____

Sylvan Learning, LLC

Exhibit C

Amendment to License Agreement For Territory Description



[NOTE: SYLVAN MAY PROVIDE LICENSEE THE OPTION OF EXPANDING ITS TERRITORY AND BUILDING A SECOND CENTER IN THE EXPANDED TERRITORY. SYLVAN SHALL HAVE NO OBLIGATION TO PROVIDE SUCH OPTION TO LICENSEE AND LICENSEE SHALL HAVE NO RIGHT TO BE PROVIDED SUCH AN OPTION. IF SYLVAN DOES CHOOSE TO GIVE LICENSEE THE OPTION OF EXPANDING ITS TERRITORY AND BUILDING A SECOND CENTER, AND IF LICENSEE CHOOSES TO EXERCISE THE OPTION, SYLVAN AND LICENSEE SHALL ENTER INTO AN AMENDMENT TO THE LICENSE AGREEMENT SUBSTANTIALLY IN THE FORM THAT FOLLOWS; PROVIDED, HOWEVER, THAT SYLVAN RESERVES THE RIGHT TO MODIFY THIS FORM AT ANY TIME PRIOR TO EXECUTION OF AN AGREEMENT FOR AN EXPANDED TERRITORY.]

AMENDMENT TO LICENSE AGREEMENT # _____
FOR TERRITORY DESCRIPTION

THIS AMENDMENT TO LICENSE AGREEMENT # _____ FOR TERRITORY DESCRIPTION (this "Amendment") is made and entered into to be effective as of _____, by and between **Sylvan Learning, LLC**, a Delaware limited liability company, located at 4 North Park Drive, Suite 500, Hunt Valley, MD 21030; and _____, a _____ (hereinafter referred to as "Licensee"), who represent the following:

WHEREAS, Sylvan Learning, LLC ("Sylvan") and Licensee entered into License Agreement # _____, dated _____, whereby Licensee acquired the rights to open and operate a Sylvan Learning Center in the territory known as Territory # _____ (the "Territory");

WHEREAS, reference is herenow made to the specific Territory description shown in License Agreement # _____ as Exhibit "A" thereto and same is incorporated herein by this reference;

WHEREAS, Licensee has requested that Sylvan agree to amend the Territory description for License Agreement # _____; and

WHEREAS, Sylvan is willing to consent to Licensee's request, pursuant to the terms and conditions hereof.

NOW THEREFORE, in consideration of the premises stated above and the parties' agreements contained herein, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. The prior Territory Description of the Territory set forth in Exhibit A to License Agreement # _____ shall be deleted in its entirety and restated as described in Exhibit A attached hereto, effective as of the day and year first written above. License Agreement # _____, as amended hereby, remains in all other respects unchanged and in full force and effect and is in all terms reconfirmed and ratified by Licensee and Sylvan.
2. There is _____ (\$ _____) fee for this transaction.

In witness whereof, the parties hereto have signed this Amendment as of the date first stated above.

SYLVAN LEARNING, LLC

LICENSEE:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Each of the undersigned shareholders/members of Licensee under License Agreement #_____ hereby consents to the foregoing Amendment.

Printed Name: _____
Date: _____

Printed Name: _____
Date: _____

Sylvan Learning, LLC

Exhibit D

SylvanSync Educational Software License and Terms of Use



SylvanSync Software License Agreement and Terms of Use



SYLVANSYNC EDUCATIONAL SOFTWARE

License and Terms of Use

**Parties: Sylvan Learning, LLC, as Licensor, and
a Sylvan Learning, LLC Franchisee, as Licensee**

IMPORTANT - READ CAREFULLY: This License and Terms of Use (this "License") sets forth the rights and obligations of a Sylvan licensee ("Franchisee" or "Licensee") and of each guarantor (collectively, the "Guarantors") of Licensee's obligations pursuant to a License Agreement between the Licensee and Sylvan ("License Agreement"), on the one hand (collectively, "You" or "Your") and Sylvan Learning, LLC ("Sylvan"), on the other hand, for the license of Sylvan's proprietary educational software for use in connection with delivering SylvanSync services ("SylvanSync Services"), installed on servers and/or on computer systems, and any associated user manuals and other explanatory documentation or materials, regardless of form or media, (all of the foregoing, including all versions thereof and modifications thereto, are collectively referred to as the "Software"), and the terms governing Your use of the Software.

1. LICENSE GRANT. Sylvan hereby grants You, as an active Sylvan and SylvanSync franchisee, limited rights (the "Grant") to use the Software solely for the operation of your Sylvan Learning business. The Software is licensed, not sold. Any third party components embedded, included or otherwise provided with the Software that may be used when accessing or using the Software are also subject to the terms of this License.

2. LICENSE RESTRICTIONS. The License granted in Section 1 above is subject to the following restrictions. You may not: (a) copy all or any part of the Software; (b) permit use of the Software other than for its designated purpose, such prohibited uses to include, without limitation, use of the Software to sell or provide tutoring services except in the operation of SylvanSync Services in connection with your Sylvan Learning Center business in accordance with your Sylvan and SylvanSync franchise License Agreement (the "Franchise Agreement"); (c) copy the Software, other than to make one copy of the Software for archival purposes; (d) sell, give, or otherwise distribute the Software to a third party; (e) separate the components of the Software for use individually or separately from the Software as a whole; (f) transfer, modify, reverse engineer, decompile, or disassemble the Software; (g) create derivative works or reduce the object code of the Software to human readable form; (h) sell, rent, lease, lend, distribute, market or create a lien or security interest against the Software; (i) transfer all or any part of Your rights under this License; or (j) remove any copyright, trademark or other proprietary or confidentiality notices, labels or markings. If Sylvan has provided the Software to You for evaluation and testing purposes, whether a pre-release or commercial version, You may only use the Software to determine its compatibility and/or feasibility of use for the evaluation period designated by Sylvan.

You may make one copy of the written documentation that accompanies the Software in support of authorized use of the Software. You may make one archival copy of the Software.

3. RESERVATION OF RIGHTS/OWNERSHIP CONCERNING THE SOFTWARE. ALL RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY SYLVAN. The Software is protected by all United States and international patent and copyright laws and treaties, as well as all other intellectual property laws and treaties. All title, copyrights, patent and other proprietary rights, including trade secrets rights, in

and to the Software and all accompanying materials, and any copies thereof in any media or format are owned by Sylvan, its designees or suppliers, as applicable. **YOU MAY NOT COPY ANY PART OF THE SOFTWARE OR TRANSFER THE SOFTWARE TO ANOTHER COMPUTER OR NETWORK.**

4. TERM AND TERMINATION. Unless earlier terminated in accordance with this License, the term of this License shall be coterminous with Your Franchise Agreement, after which time this License terminates and You must stop using the Software. Without prejudice to any other rights it may have, Sylvan may terminate this License if You fail to comply with this License and the terms and conditions of any other agreement You may have with Sylvan. Sylvan may terminate this License if it determines that the Software no longer will be used in the operation of SylvanSync Services. Upon termination of this License, You may no longer access or use the Software regardless of whether or not it remains installed on Your computer. You must comply with all obligations with respect to Customer Information as set forth in Section 8 of this Agreement.

5. CONFIDENTIALITY/PRIVACY. The Software and all materials and information relating to the Software is proprietary to, and constitute trade secrets of, Sylvan. You must maintain the secrecy of the Software.

6. LIMITED WARRANTY. Sylvan warrants to You that, in the case of Software that is its own property, that Software will substantially conform to the applicable Sylvan specifications in effect at the date of installation. Sylvan's sole obligation under this warranty is limited to using commercially reasonable efforts to correct reported problems by supplying You with a corrected version of the Software. The Software may contain nonconformities, defects, errors or omissions.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE FOREGOING SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY AND SYLVAN'S TOTAL LIABILITY FOR A DEFECTIVE SOFTWARE. SYLVAN AND/OR ITS SUPPLIERS DISCLAIM ALL WARRANTIES, DUTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR OR ANY PURPOSE, RELIABILITY, ACCURACY, LACK OF VIRUSES OR MALICIOUS CODE, NEGLIGENCE, TITLE AND NON-INFRINGEMENT AND ALL LIABILITY ARISING OUT OF OR RELATED TO THE PROVISION OF TECHNICAL SUPPORT OR OTHER SERVICES. SYLVAN AND ITS SUPPLIERS SHALL HAVE NO LIABILITY TO YOU FOR QUIET ENJOYMENT, POSSESSION OR INFRINGEMENT OF PROPRIETARY RIGHTS BY YOUR USE OF THE SOFTWARE OR ANY PORTION THEREOF. YOU ACKNOWLEDGE THAT THE INTERNET IS NOT SECURE AND YOUR USE OF THE SOFTWARE THROUGH THE INTERNET MAY CREATE SECURITY AND OTHER RISKS. YOU AGREE AND ACCEPT THE ENTIRE RISK OF ANY SECURITY BREACHES OF ANY KIND OR NATURE, WHETHER INTENTIONAL OR INADVERTENT, ARISING FROM YOUR ACTS OR OMISSIONS CONNECTED WITH YOUR USE OF THE SOFTWARE, INCLUDING ANY CLAIMS RELATED TO PRIVACY OR LOSS OF PRIVACY, DISCLOSURE OF PERSONAL INFORMATION, ADVERSE EFFECT ON YOUR NETWORK, SOFTWARE, HARDWARE OR DATABASE AND YOU WAIVE ANY CLAIMS YOU MAY HAVE OR ASSERT AGAINST SYLVAN WITH RESPECT THERETO. OTHER THAN AS SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SYLVAN OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY DAMAGES WHATSOEVER, BE THEY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LACK OF ACADEMIC IMPROVEMENT, FAILURE TO MEET ANY DUTY OF GOOD FAITH OR REASONABLE CARE, LOSS OF PROFITS, BUSINESS INTERRUPTION, PERSONAL INJURY OR PROPERTY DAMAGE, LOSS OF INFORMATION OF ANY SORT, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE AND/OR THE PROVISION OF OR FAILURE TO PROVIDE TECHNICAL SUPPORT SERVICES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. CUSTOMER INFORMATION; USE IN NORMAL COURSE; RESTRICTIONS ON SYLVAN'S USE. For the purposes of this Agreement, "Customer Information" shall mean all information relating to past, current or prospective customers of Your Sylvan Learning Center which is stored on or contained in the Software, including without limitation, student demographic and academic data.

You may not use the Customer Information for any purpose other than in the normal conduct of operating SylvanSync Services in connection with a Sylvan Learning Center business in accordance with your Franchise Agreement. By way of example, You may not sell a mailing list containing Customer Information to a third-party marketing company. You may not sell, loan, give or otherwise disclose Customer Information, including customer lists, to any party without Sylvan's prior written permission. Sylvan may have access to the Customer Information via the Software. Nevertheless, upon Sylvan's request, You must provide Sylvan a copy of all Customer Information in electronic or other format as designated by Sylvan. Sylvan may periodically establish policies respecting the use of the Customer Information by Sylvan franchisees, including You.

Upon expiration or termination of this License or of Your Franchise Agreement, You shall send to Sylvan a true, accurate and complete copy of all Customer Information in electronic or other format as reasonably designated by Sylvan. You hereby covenant and agree that you shall not destroy, damage, hide or take any steps so as to prevent Sylvan from receiving a true, accurate and complete copy of all Customer Information, nor shall You retain any printouts, disks or tapes containing any of the Customer Information except as set forth in this Section 7. Notwithstanding Your rights of use during the terms of this License, You expressly affirm and agree that, upon the expiration or termination of Your Franchise Agreement, Your rights to Customer Information are controlled by the Your Franchise Agreement, and You shall not use the Customer Information for any purpose except to the extent provided for pursuant to the Franchise Agreement provisions concerning the period following expiration or termination of the Franchise Agreement. Notwithstanding the foregoing, in the event that this License expires or terminates prior to the expiration or termination of the Franchise Agreement, You shall have the right to continue to use the Customer Information in the normal conduct of a Sylvan Learning Center in accordance with the Franchise Agreement for so long as You remain a Sylvan licensee pursuant to the Franchise Agreement. Nothing in this License shall be construed to supersede or modify Your post-termination obligations under the Franchise Agreement, including without limitation Your covenant not to compete and Your obligation not to contact former Customers as defined in the Franchise Agreement.

Both during and after the term of this License, Sylvan may disclose, use, and authorize others to disclose and use, the Customer Information only for: (i) research, evaluation, and analysis in connection with the SylvanSync Services, and (ii) purposes that, in Sylvan's exclusive business judgment, will benefit the Sylvan system and the Sylvan brand. In no event shall Sylvan share Customer Information with any third party, including without limitation persons or entities that, even though affiliated with Sylvan, do not operate under or perform functions in support of the Sylvan system or the Sylvan brand, except for the purposes set forth in the foregoing sentences. Before using or authorizing others to use the Customer Information for any purpose other than data analysis, research or maintenance, Sylvan shall advise the franchisee members of the National Advertising Committee as it exists at such time, or a successor to the National Advertising Committee (collectively for the purposes hereof, the "NAC"), of how and when the Customer Information is proposed to be used or to be authorized to be used.

Sylvan shall not share with any other Sylvan franchisee any segment of Customer Information that personally identifies customers of Your Sylvan Learning Center, except with Your written consent.

Neither Sylvan nor You shall use the Customer Information in any manner that would violate any applicable laws governing the security and/or privacy rights of any customer, including but not limited to The Controlling the Assault of Non-Solicited Pornography And Marketing Act of 2003 ("CAN-SPAM" Act) (15 USCA § 7701 et seq.); The Telemarketing and Consumer Fraud Abuse Prevention Act. ("Do Not Call" Law) (15 USCA § 6101 et seq.); and, in Canada, The Personal Information Protection and Electronic Documents Act ("PIPEDA"). Both Sylvan and you must require any third party to whom it or you transfers Customer Information to also comply with all applicable laws governing the privacy rights of any customer.

With respect only to Customer Information, in the event of a conflict between the terms of this License and the terms of the Franchise Agreement, the terms of this License shall govern.

8. MISCELLANEOUS. This License is personal to You, is specific to a single Sylvan territory, and is not transferable. You may not assign or otherwise transfer Your rights or delegate Your obligations under this License and these Terms of Use in whole or in part, and any attempt to do so is void. This License is

governed by the laws of the State of Maryland without giving effect to principles of conflict of laws and the applicable State or Federal court situated in the City of Baltimore, State of Maryland shall have exclusive jurisdiction. The provisions of this section notwithstanding, You agree that Sylvan may seek equitable relief in any court of competent jurisdiction to prevent or enjoin misappropriation, misuse, unauthorized disclosure of Software or infringement of any intellectual property rights in addition to any other remedies or damages to which Sylvan may be entitled. You agree to provide Sylvan with reasonable access to the Software to audit Your compliance with this License. The Software is subject to U.S. export control laws and regulations. Portions of the Software may be licensed from third party suppliers and, if so, Your use will be governed by any such third party's licensing terms in addition to this License. This License and any Software enrollment terms constitute the complete agreement between You and Sylvan and supersede all prior or contemporaneous agreements or representations, written or oral, concerning its subject matter. Only the English version of this License is binding. Versions in other languages merely constitute a convenience translation for You and shall not be legally binding. Pre-printed terms and conditions contained in any purchase order or other ordering document shall have no force or effect. The provisions of Section 2 through and including Section 8 hereof shall survive expiration or termination of this License.

Sylvan Learning, LLC

Exhibit E

Sylvan EDGE Package License Agreement





Sylvan Edge Package License Agreement

This Sylvan Edge Package License Agreement (this "Agreement") is entered into as of _____ (the "Effective Date") by and between Sylvan Learning, LLC ("Sylvan") and LicenseeName ("Licensee"). This Agreement amends Sylvan License Agreement #LicAgrNumber dated _____ (the "Sylvan License Agreement"), to which Sylvan and Licensee are parties and which governs Sylvan Learning territory #LicAgrNumber (the "Territory").

WHEREAS, Sylvan, itself and pursuant to rights granted to it by third parties, has developed certain portable robotics, computer programming, engineering, and mathematics learning programs, content, activities (including without limitation computer-based activities), sequences of activities, technology, specifications, training, techniques, methodologies, know-how, and trade dress and other indicia for same, to be delivered under certain of Sylvan's famous marks, which are distinct from the Sylvan System and the SylvanSync System as defined in the Sylvan License Agreement, and are designed for delivery to and use by students in small group settings (the "Package").

WHEREAS, Licensee operates the Licensed Business in the Territory, and desires that Sylvan approve and license Licensee to use the Package in connection with such Licensed Business.

WHEREAS, Sylvan agrees to approve and license Licensee to use the Package in connection with the Licensed Business in the Territory, for the Term (as defined in this Agreement) and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration for the mutual promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Grant of License. Sylvan hereby approves and grants to Licensee the right and license during the Term to use the Package in connection with the Licensed Business in the Territory, subject to the terms and conditions of this Agreement.

2. Sylvan Edge Initial License Fee. Licensee agrees to pay to Sylvan an Initial License Fee equal to Two Thousand Dollars (\$2,000). The Initial License Fee shall be payable in cash to Sylvan upon execution of this Agreement.

3. Sylvan License Agreement Terms. This Agreement is an addendum to the Sylvan License Agreement, and amends the Sylvan License Agreement to address the subject matter hereof. Except as otherwise set forth in this Agreement, Licensee's use of the Package is, and shall be treated and governed as, an optional program under the Sylvan License Agreement, including, without limitation, the Sylvan License Agreement terms and conditions concerning the Territory, payment dates, reporting, and covenants not to compete. Notwithstanding the foregoing, in the event of an express conflict between the Sylvan License Agreement and this Agreement concerning the subject matter hereof, this Agreement shall govern. Except as set forth in this Agreement, the Sylvan License Agreement remains unchanged and in full force and effect.

4. Package Materials. Exhibit A sets forth the materials in the Package, including, without limitation, the Package programs (the "Materials"); the costs that Licensee agrees to

pay to acquire, use, or license such Materials; and the required and approved sources of such Materials. Exhibit A is subject to change by Sylvan from time to time in its sole discretion, in accordance with the terms of the Sylvan License Agreement concerning optional programs, and Licensee shall comply with such changes.

5. Minimum Start-Up Purchase. To induce Sylvan to enter into this Agreement, Licensee shall purchase at least the Minimum Start-Up Purchase, as defined in Exhibit A, not later than ninety (90) days following the Effective Date of this Agreement.

6. Sylvan Edge Royalty. At all times after the commencement of operations by Licensee under this Agreement, Licensee shall pay to Sylvan a monthly royalty for the preceding month equal to twelve percent (12%) of all revenues which derive from the Package ("Package Revenues"); and an additional amount equal to any sales, gross receipts, or similar tax imposed on Sylvan and calculated solely on payments required to be made by Licensee to Sylvan under this Agreement, unless such tax is an optional alternative to an income tax otherwise payable by Sylvan. All royalties paid by Licensee under this Agreement shall be in addition to Licensee's monthly royalty obligations under the Sylvan License Agreement. In all other respects, the terms of the Sylvan License Agreement shall govern.

7. Sylvan Edge Local Marketing and Advertising. In order to promote the Package, Licensee agrees that it shall expend each month, on the type of advertising specified in the Sylvan License Agreement or on other marketing and advertising material and activities approved by Sylvan, not less than a "Monthly Territory Edge Advertising Minimum" equal to three percent (3%) of the preceding month's Package Revenues. Licensee shall keep appropriate records and receipts for all advertising or marketing expenditures for at least three years, and shall provide substantiating data for such expenditures upon request by Sylvan. The Monthly Territory Edge Advertising Minimum shall be in addition to the Monthly Territory Advertising Minimum in the Sylvan License Agreement; however, if and at such time as the aggregate of the amounts expended on monthly territory advertising under the Sylvan License Agreement and this Agreement reach Forty Thousand Dollars (\$40,000) per Territory in a given calendar year, then Licensee's Monthly Territory Edge Advertising Minimum obligations automatically shall be waived for the remainder of such calendar year. In all other respects, the terms of the Sylvan License Agreement shall govern.

8. Training. Licensee shall cause itself and its staff as designated by Sylvan to complete successfully all initial and subsequent training required by Sylvan before Licensee may offer and use the Package.

9. Authorized Locations. Licensee may offer and use the Package in connection with the Licensed Business at the following "Authorized Locations": (i) Licensee's approved Center(s) in the Territory; (ii) Licensee's approved Satellite(s) in the Territory, provided that Licensee provides at least ten (10) days' prior written notice to Sylvan that Licensee intends to offer and use the Package at Licensee's approved Satellite(s) in the Territory, with same to be deemed approved unless Sylvan provides written notice otherwise to Licensee within ten (10) days after receiving Licensee's notice; and (iii) other locations, such as but not limited to schools, within the Territory that are proposed by Licensee and approved by Sylvan. Sylvan has no obligation to approve any proposed location.

10. Exclusivity. During the Term, if Licensee is in material compliance with all of the terms of this Agreement and the Sylvan License Agreement, Sylvan shall not use, nor license any third party to use, the Package in the Territory. Sylvan reserves the right to use the Licensed Marks and certain aspects of the Package in conjunction with activities not contemplated by Sylvan as being conducted solely through Centers; and to offer, distribute, use and/or sell components of the Package through courses or programs offered and

conducted by methods or other channels of distribution or through facilities other than Centers, within the Territory or outside the Territory, including but not limited to: (i) the Internet; (ii) CD-ROM, books, audio or video tapes; (iii) sales for home use by students; or (iv) other concepts currently in existence or as may be developed in the future, for example, through advancements in technology.

11. Intellectual Property and Use of Third-Party Marks. All intellectual property related to the Package, including, without limitation, copyrights, trademarks, and patents (the "IP"), is owned by Sylvan and third parties with whom Sylvan has contracted and from whom Sylvan has licensed such IP. The IP includes, without limitation, certain marks, the rights to which are owned and may be owned by third parties in the future (the "Third-Party Marks"). Licensee agrees and covenants to use the Third-Party Marks solely in connection with the Package in accordance with this Agreement, and solely in the manner prescribed by Sylvan, and to observe such requirements with respect to trademark, service mark, and copyright notices as Sylvan may, from time to time, require, including, without limitation, affixing "SM," "TM," "®," and/or disclaimer language adjacent to the Third-Party Marks. Licensee agrees that it shall not commit any act causing a tarnishment of the Third-Party Marks or the reputation and goodwill associated with any third party. Licensee's commission of any act causing a tarnishment of the Third-Party Marks or the reputation and goodwill associated with any third party constitutes an incurable material default under this Agreement, and in such event, Sylvan may terminate this Agreement immediately upon written notice to Licensee in accordance with the termination notice provisions of the Sylvan License Agreement, without further notice or opportunity to cure. Licensee acquires no rights in the IP other than the right to use the IP in strict accordance with the terms and conditions of this Agreement. Licensee hereby assigns all intellectual property rights associated with Licensee's ideas, suggestions, and improvements relating to the Package to Sylvan. Licensee acknowledges and agrees that third parties reserve all rights to use or license others to use parts and/or components of the Package (as an example but not a limitation, LEGO® pieces and coding exercises) within the Territory. Notwithstanding the foregoing, Sylvan does not currently license or authorize any third party owner to use the "Sylvan" and "SylvanSync" trademarks (collectively, the "Sylvan Marks") in connection with the Package in the Territory. Third parties directly or indirectly providing any part of the Materials to Licensee for the Package may require Licensee to accept, enter into, and otherwise comply with certain other agreements, including, without limitation, end user license agreements and terms of service agreements. Such third party licensors may have independent rights of enforcement against Licensee if Licensee violates the terms of any such agreements. In addition, such third-party licensors of Sylvan may have the right, as third-party beneficiaries of this Agreement, to bring claims against Licensee.

12. Prior Agreements. This Agreement shall supersede any prior agreements concerning the Package with respect to the subject matter hereof.

13. Minimum Annual Edge Participation Threshold; Failure to Meet Minimum Annual Edge Participation Threshold. Licensee agrees and acknowledges that it is entering into this Agreement with the intent to generate revenue using the Package, and Licensee is obligated to use best efforts to promote the Package and to offer and sell the Package to customers. To induce Sylvan to enter into this Agreement with Licensee, Licensee agrees and acknowledges that Licensee shall generate sufficient Package Revenues so that the royalty fees that Licensee pays under this Agreement, net of all subsequent reductions to and refunds from such Package Revenues, shall be not less than Two Thousand, One Hundred Dollars (\$2,100) during the first full calendar year of the Term, and not less than Four Thousand, Two Hundred Dollars (\$4,200) during the second calendar year and all subsequent calendar years of the Term (the "Minimum Annual Edge Participation Threshold"). The Minimum Annual Edge Participation Threshold may be adjusted annually pursuant to Paragraph 6.10 (Cost of

Living Adjustments) of the Sylvan License Agreement. The Minimum Annual Edge Participation Threshold shall be in addition to Licensee's Minimum Annual Royalty obligations under the Sylvan License Agreement. Licensee's first failure to meet the Minimum Annual Edge Participation Threshold in a given calendar year during the Term of this Agreement shall constitute a curable material default of this Agreement; such default shall be deemed cured by payment to Sylvan of the difference between the Minimum Annual Edge Participation Threshold and the earned Package Revenues for such calendar year (the "Shortfall"). Any subsequent failure (each a "Subsequent Failure") by Licensee to meet the Minimum Annual Edge Participation Threshold in a calendar year during the Term of this Agreement, regardless of whether the first failure or any other prior failure was cured in accordance with this Agreement and the Sylvan License Agreement or waived by Sylvan, shall be an incurable material default of this Agreement and, subject to the appeal provisions of Paragraph 14, Sylvan may terminate this Agreement at any time from the monthly Edge royalty payment due date in the January immediately following the calendar year until June 30 of such calendar year (the "Termination Period"). If Sylvan does not terminate this Agreement by written notice to Licensee during the Termination Period, then Sylvan shall be deemed to have waived its rights to terminate this Agreement for such Subsequent Failure, and such Subsequent Failure shall not be deemed an incurable material default for the purposes of Paragraph 21 of this Agreement. Sylvan's notice of termination to Licensee shall stipulate an appeal period ("Appeal Period") of not less than twenty (20) days before the termination takes effect. During the Appeal Period, Licensee may appeal the termination pursuant to the process set forth in Paragraph 14; otherwise, the termination shall take effect upon the expiration of the Appeal Period. Payment of and/or Sylvan's acceptance of payment of a given Shortfall shall not constitute a cure or stay of termination for any Subsequent Failure, except in the event that Sylvan approves an appeal pursuant to Paragraph 14. Licensee agrees and acknowledges that the Minimum Annual Edge Participation Threshold is not a projection, forecast, or guarantee of Licensee's actual gross revenues from the Package in the Territory, and that Sylvan expressly disclaims making any representation concerning Licensee's actual gross revenues from the Package and performance in the Territory.

14. Process to Appeal Termination for Subsequent Failure. Licensee may appeal Sylvan's termination for a Subsequent Failure by appealing in writing to Sylvan within the Appeal Period as defined in Paragraph 13 and promising to pay the Shortfall, and all late fees, interest, and penalties in connection therewith, within fifteen (15) days following Sylvan's written ruling on Licensee's appeal (the "Cure Date"). Beginning on the date Sylvan receives Licensee's written appeal (provided same is received within the Appeal Period), termination pursuant to Paragraph 13 and Paragraph 21 shall be stayed until Sylvan sends to Licensee Sylvan's written ruling on the appeal. Sylvan shall have the right to deny or accept Licensee's appeal, in Sylvan's sole discretion, and is not required to accept any appeal. During the Appeal Period, Licensee's obligation to pay the Minimum Annual Edge Participation Threshold under appeal is suspended, but all of Licensee's other obligations, financial and otherwise, remain in effect, including, without limitation, the requirement to pay ongoing royalties and other amounts. If Sylvan denies the appeal in writing, the termination automatically shall become effective ten (10) days after the date of Sylvan's written denial to Licensee. If Sylvan accepts the appeal in writing, termination shall be stayed until the Cure Date or such later date as Sylvan stipulates. If, Sylvan having accepted the appeal in writing, Licensee subsequently pays to Sylvan the Shortfall by the Cure Date, then the termination automatically shall be rescinded, and the underlying Subsequent Failure shall not be deemed an incurable material default for the purposes of Paragraph 21; otherwise, the termination shall become effective automatically on the day after the Cure Date without further notice or opportunity to cure, and Licensee shall not be obligated to pay the Shortfall. The provisions in this Paragraph apply only to termination for Subsequent Failure as defined in Paragraph 13 and do not apply to any other event of default or termination.

15. Optional Package. Licensee acknowledges and agrees that the Package is optional under the Sylvan License Agreement and that Licensee may terminate this Agreement and all grants and rights hereunder without penalty in accordance with the terms and conditions in Paragraph 20.

16. Optional and Mandatory Programs. Licensee shall comply with all educational standards designated as required or mandatory by Sylvan in its Confidential Operations Manual or otherwise in writing. Sylvan may, in its sole discretion, designate a program mandatory under this Agreement which was previously optional under the Confidential Operations Manual by providing notice to Licensee in writing. From time to time, Sylvan may develop or have developed for it new or enhanced programs or modules designated for use in connection with the Package, and shall make such programs or modules available to Licensee as either mandatory or optional. In the event that a Package program is designated as mandatory, Sylvan may not require implementation of such item earlier than ninety (90) days after the item is generally made available to all Sylvan Edge Package licensees. Mandatory Package programs and enhancements or updates to same shall be provided to Licensee at Sylvan's cost. Licensee shall be required to purchase, implement, and make available to its customers each such mandatory program, enhancement, or update to mandatory program no later than the required implementation date for each as determined by Sylvan in accordance with the provisions of this Paragraph. Optional Package programs and updates to same will be made available to Licensee for such charges as Sylvan shall establish. Licensee acknowledges and agrees that Sylvan may require Licensee to successfully complete designated training and/or obtain designated certifications before releasing programs, updates, or modules to Licensee. Licensee's failure to complete such requirements or cause personnel to complete such requirements (provided that the training is made available to Licensee) shall not constitute a defense of Licensee's failure to obtain and implement any mandatory program or module on or before the required implementation date. For any calendar year in which Licensee is required to expend more than Ten Thousand Dollars (\$10,000) (which maximum shall be adjusted each calendar year based upon the cost of living adjustment in the Sylvan License Agreement) altogether on mandatory Package, Sylvan System, and/or SylvanSync System programs required to be implemented beginning in that year, Licensee shall be permitted to extend payment of the amount in excess of such maximum to the following calendar year(s) for so long as Licensee's obligations in any given year exceed the maximum. Expenditures on mandatory programs, enhancements, or updates purchased and implemented after their required implementation date has already passed shall not count toward the maximums in this Paragraph.

17. Reporting. Licensee shall timely and accurately report academic, operational, and financial information of the type and in the form that Sylvan identifies from time to time.

18. Standards and Quality Assurance. Licensee shall use the Package in compliance with (i) this Agreement; (ii) all manuals that address the Package; and (iii) the Sylvan License Agreement, including, without limitation, the associated Confidential Operations Manual.

19. Term. The term of this Agreement shall commence on the Effective Date and shall run concurrently with the term of the Sylvan License Agreement (the "Term"), unless earlier terminated in accordance with this Agreement.

20. Termination by Licensee. Licensee may terminate this Agreement for any reason upon sixty (60) days' prior written notice to Sylvan. Licensee shall be obligated to fulfill all contractual obligations to customers, including completing all courses of instruction for which Licensee has contracted to provide and/or has received Package Revenues, prior to the expiration or termination of this Agreement. As otherwise stated in this Agreement, the

post-termination obligations of Licensee under this Agreement are set forth in the Sylvan License Agreement.

21. Termination by Sylvan; Automatic Termination. Sylvan may not unilaterally terminate this Agreement except as set forth in this Paragraph. Unless earlier terminated in accordance with this Agreement, Sylvan may terminate this Agreement (a) in accordance with Paragraph 11 of this Agreement, addressing tarnishment of Third-Party Marks; (b) in accordance with Paragraph 13 of this Agreement, addressing failure to meet the Minimum Annual Edge Participation Threshold; and/or (c) in the event that Licensee fails to comply with any other term of this Agreement and fails to cure such default within twenty (20) days following receipt of written notice of default from Sylvan. This Agreement shall automatically terminate upon termination of Licensee's Sylvan License Agreement for any reason.

22. Breach of the Sylvan License Agreement. Licensee's failure to comply with any material provision of this Agreement shall not, in and of itself, constitute a breach of the Sylvan License Agreement unless, in the course of such failure to comply with this Agreement, Licensee is in default of its obligations under the Sylvan License Agreement and fails to cure such default (if such default is curable), in which case the Sylvan License Agreement may be terminated according to its terms. As an example, and not a limitation, Licensee's failure to pay any amount when due in connection with this Agreement shall be a curable material default of the Sylvan License Agreement.

23. No Warranties. LICENSEE UNDERSTANDS AND ACKNOWLEDGES THAT THE PACKAGE IS BEING PROVIDED HEREUNDER "AS IS." SYLVAN DISCLAIMS ANY AND ALL WARRANTIES AND GUARANTEES RELATED TO THE PACKAGE, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

24. No Modifications. Except as set forth herein, this Agreement may not be modified except with the express written consent of all parties hereto.

25. Defined Terms. Any capitalized terms not specifically defined herein shall have the meanings ascribed to them in the Sylvan License Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have executed it as of the date first set forth above.

SYLVAN:

LICENSEE:

Sylvan Learning, LLC

LicenseeName

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Package Materials

("Materials")

Material Item	Required and Approved Source	Suggested Retail Unit Cost (approximate)
LEGO® Kit as designated by Sylvan (LEGO® WeDo™ Base and Expansion Kit, at 10/8/14) ("Kit")	LEGO Education	\$167
Netbook with software as designated by Sylvan (ASUS Netbook, at 10/8/14) ("Netbook")	CDW	\$330
Robotics Program: Robotics 101, 102, 201 and 202; content and annual license ("Robotics License")	Sylvan	No additional charge.
Coding Program: Game Design 101 and 102; content and annual license ("Coding License")	Sylvan	No additional charge.

"Minimum Start-Up Purchase":

- Six (6) Kits
- Seven (7) Netbooks
- Robotics Program
- Coding Program

Sylvan also encourages Licensee to purchase Math Edge workbooks in advance of offering the Math Edge Programs.

Tax, shipping and handling not included. Unit costs are based on suggested retail pricing from supplier as of March 1, 2016 and are subject to change based on changes to supplier pricing. Licensee must purchase all Materials from Sylvan or Sylvan designated sources.

Sylvan Learning, LLC

Exhibit F

Ace it! Tutoring System License Agreement





Ace it! Tutoring System License Agreement

This Ace it! Tutoring System License Agreement (this "Agreement") is entered into as of _____ (the "Effective Date") by and between Sylvan Learning, LLC ("Sylvan") and LicenseeName ("Licensee"). This Agreement amends Sylvan License Agreement #LicAgrNumber dated _____ (the "Sylvan License Agreement"), to which Sylvan and Licensee are parties and which governs Sylvan Learning territory #LicAgrNumber (the "Territory").

WHEREAS, Sylvan has developed certain proprietary programs, systems, teaching, and management techniques to provide academic programs for students pursuant to contracts funded by third parties, such as school districts, other government entities, and not-for-profit organizations, ("Third-Party Contracts"), which are personally taught by trained instructors and which are distinct from the Sylvan System and the SylvanSync System (as defined in the Sylvan License Agreement) and which are approved for use by Sylvan to be delivered both in Sylvan Learning Centers and Satellites (as defined in the Sylvan License Agreement), as well as in un-branded locations, such as schools and community Centers, under the ACE IT! TUTORING® brand name (the "Ace it! System");

WHEREAS, Sylvan licenses the Ace it! System to persons and entities who have entered into Sylvan License Agreements to enable such persons and entities to conduct business using the Ace it! System within their respective territories and in connection with the Licensed Business (the "Ace it! Business");

WHEREAS, Licensee operates the Licensed Business in the Territory and desires that Sylvan approve and license Licensee to use the Ace it! System in connection with the Licensed Business; and

WHEREAS, Sylvan agrees to approve and license Licensee to use the Ace it! System in connection with the Licensed Business in the Territory, for the Term (as defined hereinafter) and subject to the terms and conditions set forth in this Agreement and the Sylvan License Agreement.

NOW, THEREFORE, in consideration for the mutual promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Grant of License. Sylvan hereby approves and grants to Licensee the right and license during the Term to use the Ace it! System, which includes, but is not limited to, its proprietary programs, systems, and techniques, and certain copyrighted materials, and Licensed Marks (as defined hereinafter), to conduct the Ace it! Business in connection with retail services offered directly to consumers, as approved by Sylvan, and in connection with Third-Party Contracts with schools, other government entities, community Centers, and other third parties at approved locations in the Territory, subject to the terms and conditions of this Agreement. The term "Licensed Marks" shall be used in this Agreement

to describe collectively certain trade names, trademarks, service marks, logos, symbols, and other indicia of origin identified in the Confidential Ace it! Tutoring Operations and Education Manual(s), including, but not limited to, ACE IT!® and ACE IT! TUTORING®, and such other trade names, trademarks, service marks, associated logos and symbols as are now designated by Sylvan (and as may hereafter be designated by Sylvan in writing). Sylvan may, in its sole discretion, change, modify, delete from, supplement, improve or further develop the Ace it! System and the services, programs, products and other components comprising the Ace it! System from time to time, through the Confidential Ace it! Tutoring Operations and Education Manual(s) and any other manuals issued by Sylvan for use in the Ace it! System, or otherwise upon written notice to Licensee. Licensee agrees to comply with all of Sylvan's requirements in such regard, including, without limitation, offering and selling products, programs, and services that Sylvan specifies.

2. Reservation of Rights. Licensee expressly understands and agrees that Sylvan shall have the right, in its sole discretion and regardless of proximity to the Territory and the financial impact on Licensee's Ace it! Business or its Sylvan License, to provide (outright, through contract, joint-ventures or otherwise) Ace it! System programs at any locations outside of the Territory; to grant licenses for the provision of Ace it! System programs at any locations outside of the Territory as Sylvan, in its sole and exclusive discretion, deems appropriate; to conduct and operate businesses, and offer and sell services, programs and products within the Territory which do not comprise a part of the Ace it! System and, in connection therewith, to exploit its Licensed Marks, name, reputation and know-how; to use the Licensed Marks and other aspects of the Ace it! System in conjunction with activities not contemplated by Sylvan as being conducted solely in connection with Third-Party Contracts; and to offer, distribute, use and/or sell components of the Ace it! System through courses or programs offered and conducted other than under Third-Party Contracts, within the Territory or outside the Territory; and to sell and distribute, and grant others the right to sell and distribute, at retail or wholesale, products associated with the Ace it! System, within the Territory or outside the Territory, including, but not limited to: (i) the Internet; (ii) CD-ROM, books, audio or video tapes; (iii) sales for home use by students; or (iv) other concepts currently in existence or as may be developed in the future, for example, through advancements in technology. Sylvan agrees that, so long as this Agreement is in effect, it will not itself, or through any affiliate or subsidiary, utilize the Ace it! System in the Territory for Third-Party Contracts.
3. Ace it! Tutoring Initial License Fee. Licensee agrees to pay to Sylvan an Initial Licensee Fee equal to Two Thousand Dollars (\$2,000). The Initial License Fee shall be payable in cash to Sylvan upon execution of this Agreement.
4. Sylvan License Agreement Governs. This Agreement is an addendum to the Sylvan License Agreement, and amends the Sylvan License Agreement to address the subject matter hereof. Except as otherwise set forth in this Agreement, Licensee's use of the Ace it! System is, and shall be treated and governed as, an optional program under the Sylvan License Agreement, including, without limitation, the Sylvan License Agreement terms and conditions concerning the Territory, payment dates, record keeping, reporting, taxes, covenants not to compete, and other provisions. Notwithstanding the foregoing, in the event of an express conflict between the Sylvan License Agreement and this Agreement concerning the subject matter hereof, this Agreement shall govern. Except as set forth in

this Agreement, the Sylvan License Agreement remains unchanged and in full force and effect.

5. Standards and Quality Assurance. Licensee shall use the Ace it! System in compliance with (i) this Agreement; (ii) the Confidential Ace it! Tutoring Operations and Education Manual(s); and (iii) the Sylvan License Agreement, including, without limitation, the associated Confidential Operations Manual.
6. Confidential Ace it! Tutoring Operations and Education Manual(s). Sylvan shall lend to Licensee, at no additional charge, certain Confidential Operations and Education Manual(s); and Licensee agrees to conduct its Ace it! Business and to maintain standards of operation in accordance with the provisions set forth in such Confidential Ace it! Tutoring Operations and Education Manual(s). Sylvan may impose a reasonable charge for replacement manuals or supplements issued to Licensee. The standards, specifications, and requirements established by Sylvan for Licensee, unless otherwise indicated, shall be set forth in this Agreement or may, from time to time, be set forth by Sylvan in the Confidential "Ace it!" Tutoring Operations and Education Manual(s). Licensee understands and acknowledges that Sylvan may, from time to time, revise the contents of the Confidential "Ace it!" Tutoring Operations and Education Manual(s) to implement new or different requirements for the Ace it! System, and Licensee expressly agrees to comply with all such changed requirements which are by their terms mandatory; provided that such requirements shall also be applied in a reasonably nondiscriminatory manner to comparable businesses operated under the Ace it! System by other licensees having similar license agreements, and that the fundamental terms and conditions of this Agreement shall not be altered. Licensee shall at all times ensure that its copy of the Confidential "Ace it!" Tutoring Operations and Education Manual(s) is kept current and up to date. In the event of any dispute as to the contents of the Confidential "Ace it!" Tutoring Operations and Education Manual(s), the terms and dates of the master copy of same maintained by Sylvan at its principal place of business shall be controlling. Licensee shall at all times use its best efforts to keep the information in the Confidential "Ace it!" Tutoring Operations and Education Manual(s), the Confidential "Ace it!" Tutoring Operations and Education Manual(s) themselves and any other manuals, materials, goods and information created or used by Sylvan and designated for confidential use within the Ace it! System confidential and shall limit access to employees of Licensee on a need-to-know basis.
7. Training.
 - 7.1 Sylvan agrees to provide an initial training program as described in the Confidential Ace it! Tutoring Operations and Education Manual(s) (as hereinafter described) for up to two (2) members of Licensee's staff, including Licensee and one other staff person as designated by Sylvan.
 - 7.2 Sylvan agrees to furnish Licensee certain materials deemed by Sylvan to be appropriate for instruction of Licensee's personnel in the conduct of the Ace it! Tutoring programs.
 - 7.3 Licensee agrees to cause itself and its staff, as required by Sylvan, to complete successfully any initial or subsequent training, as Sylvan may require as set forth in the Confidential Ace it! Tutoring Operations and Education Manual(s), prior to offering any programs under this Agreement.

Prior to any training, Licensee and all other persons to be trained must sign a confidentiality, non-disclosure, and covenant not to compete agreement on the form then used by Sylvan. The training that Sylvan provides to Licensee and to Licensee's employees does not constitute employment, direction, or supervision of Licensee or Licensee's employees by Sylvan. Sylvan does not hire, fire, manage, supervise, schedule, discipline, or set compensation for Licensee or Licensee's employees.

8. Authorized Locations. Licensee may offer and use the Ace it! System in connection with the Licensed Business at the following "Authorized Locations": (i) schools and institutions within the Territory; (ii) schools and institutions outside of the Territory, provided a) that such area is not licensed by Sylvan to any other third party at such time; b) that Licensee submits a written request to offer and use the Ace it! system at such location and that Sylvan grants approval for such offering and use in writing to Licensee; and c) that Licensee agrees that Licensee shall cease offering any programs under this Agreement in such location if and at such time as Sylvan licenses the territory which includes the location to a third party; (iii) Licensee's approved Center(s) in the Territory, provided that Licensee submits a written request to offer and use the Ace it! System at such Center and that Sylvan grants approval for such offering and use in writing to Licensee; and (iv) Licensee's approved Satellite(s) in the Territory, provided that Licensee submits a written request to offer and use the Ace it! System at such Satellite and that Sylvan grants approval for such offering and use in writing to Licensee. Sylvan shall have no obligation to approve any request to allow Licensee to offer the Ace it! System in Centers or Satellites.
9. Staff Requirements. To maintain the high image and quality standards of Sylvan's proprietary programs and material, Licensee agrees to provide sufficient and competent management, staff, and Ace it!-certified personnel to deliver high quality instruction and service as designated in the Confidential Ace it! Tutoring Operations and Education Manual(s) and any changes thereto for all programs. Licensee agrees that if accreditation for supplemental education programs or services offered by Licensee is available from an accrediting body or organization, Licensee shall attain and maintain such accreditation when designated in the Confidential Ace it! Tutoring Operations and Education Manual(s) and any modifications thereto.
10. Permits, Licensing, and Approvals. Prior to commencing business operations, Licensee shall obtain all federal, local, and state permits, licenses, certifications, and federal, state, and/or local approvals (if required) necessary to provide Ace it! System programs. Licensee shall also comply at all times with all educational, safety, building or other local, state and federal statutes, ordinances, regulations, codes, licensing requirements or standards applicable to education programs. Licensee shall comply with all local, state and federal requirements relating to confidential treatment of student identities. Sylvan shall in no manner be liable for advising Licensee of such matters or determining Licensee's compliance therewith and Licensee will defend, indemnify, and hold Sylvan harmless from any claims or loss relating to same. Licensee may not share permits, licenses, or approvals issued to another licensee of Sylvan or Sylvan itself. Licensee is responsible to ensure that the authorizing entity(ies) are aware of Licensee's status as an independently owned and operated business requiring separate and specific permits, licenses, and approvals.
11. Exclusivity. During the Term, if Licensee is in material compliance with all of the terms of this Agreement and the Sylvan License Agreement, Sylvan shall not use, nor license any third party to use, the Ace it! System in the Territory.

12. Establishment of Tuition Charges and Scholarship Students. Licensee shall establish the tuition and other charges applicable under Licensee's Third-Party Contracts, and shall make such revenue information available to Sylvan upon request. Licensee agrees that, in any month, it may not provide more than 5% of services under the Ace it! System on a scholarship, reduced-fee, or no-fee basis.

13. Protection of Sylvan's Proprietary Rights.

13.1 Trade Secrets. Licensee acknowledges Sylvan's proprietary rights in the programs, systems, techniques, manuals, and trade secrets which will be disclosed to Licensee under this Agreement, and further acknowledges that Licensee does not acquire any right or interest therein beyond the rights expressly granted to it under this Agreement. By execution of this Agreement, Licensee also acknowledges that the know-how and operating format related to Sylvan's proprietary methods and materials is also proprietary to Sylvan and will not be disclosed by Licensee except in connection with Licensee's required activities as authorized by this Agreement. Licensee agrees to maintain adequate security in the control, use, and handling of proprietary materials Sylvan supplies to Licensee in accordance with the practices described in the Confidential Ace it! Tutoring Operations and Education Manual(s) or as stated otherwise in writing from time to time. Unless expressly waived by Sylvan in writing, Licensee shall require all persons who have or could have access to Sylvan proprietary materials, to sign written confidentiality agreements pertaining to the security of Sylvan proprietary materials, which agreement shall be in a form reasonably acceptable to Sylvan if requested by Sylvan. Licensee shall immediately notify Sylvan of any unauthorized use of Sylvan's trade secrets, or any infringement of Sylvan's copyrights. Sylvan shall have sole discretion to take such action or inaction as it deems appropriate in response.

13.2 Licensed Marks. Licensee expressly acknowledges Sylvan's rights in and to the Licensed Marks and agrees not to represent in any manner that Licensee has acquired any ownership rights in the Licensed Marks. Licensee agrees not to use any of the Licensed Marks or any marks, names, or indicia which are or may be confusingly similar in its own corporate or business name except as authorized in this Agreement. Licensee further acknowledges and agrees that any and all goodwill associated with the Ace it! System and identified by the Licensed Marks shall inure directly and exclusively to the benefit of Sylvan and that, upon the expiration or termination of this Agreement for any reason, no monetary amounts shall be attributable to any goodwill associated with Licensee's use of the Licensed Marks. Licensee understands and agrees that any use of the Licensed Marks other than as expressly authorized by this Agreement, without Sylvan's prior written consent, is an infringement of Sylvan's rights in the Licensed Marks and that the right to use the Licensed Marks granted herein does not extend beyond the termination or expiration of this Agreement. Licensee expressly covenants that, during the term of this Agreement and thereafter, Licensee shall not, directly or indirectly, commit any act of infringement or contest or aid others in contesting the validity of Sylvan's right to use the Licensed Marks or take any other action in derogation thereof. Licensee acknowledges an obligation to monitor its own and other parties' use of the Licensed Marks and agrees to do so. Licensee shall promptly notify Sylvan of any claim, demand or cause of action known to Licensee that Sylvan may

have based upon or arising from any unauthorized attempt by any person or legal entity to use the Licensed Marks, any colorable variation thereof, or any other mark, name or indicia in which Sylvan has or claims a proprietary interest. Licensee shall assist Sylvan, upon request and at Sylvan's expense, in taking such action, if any, as Sylvan may deem appropriate to halt such activities, but shall take no action nor incur any expenses on Sylvan's behalf without Sylvan's prior written approval; if Sylvan undertakes the defense or prosecution of any litigation relating to the Licensed Marks, Licensee agrees to cooperate with and assist Sylvan as Sylvan may reasonably request in the defense or prosecution of any such action, and Sylvan shall reimburse Licensee for Licensee's reasonable out-of-pocket expenses incurred in providing such assistance. Licensee further agrees and covenants to use the Licensed Marks solely in the manner prescribed by Sylvan; to observe all laws with respect to the registration of trade names and assumed or fictitious names, to include in any application therefor a statement that Licensee's use of the Licensed Marks is limited by the terms of this Agreement, and to provide Sylvan with a copy of any such application and other registration document(s); and to observe such requirements with respect to trademark and service mark registrations and copyright notices as Sylvan may, from time to time, require, including, without limitation, affixing "SM", "TM", or "®" adjacent to the Licensed Marks. Licensee agrees that it shall not commit any act causing an incurable tarnishment of the Licensed Marks or the reputation and goodwill associated with the Ace it! System. Sylvan reserves the right, in its sole discretion, to designate and require that Licensee use one or more new, modified or replacement Licensed Marks. If as a result of such requirement, Licensee should be required to alter any signage or outdoor advertising, Licensee shall have 120 days from receipt of Sylvan's requirement to comply with same, at Licensee's sole cost and expense.

14. Intellectual Property and Use of Third-Party Marks. All intellectual property related to the Ace it! System, including, without limitation, copyrights, trademarks, and patents (the "IP"), is owned by Sylvan and third parties with whom Sylvan has contracted and from whom Sylvan has licensed such IP. The IP may include, without limitation, certain marks, the rights to which may be owned by third parties in the future (the "Third Party Marks"). Licensee agrees and covenants to use the Third-Party Marks solely in connection with the Ace it! System in accordance with this Agreement, and solely in the manner prescribed by Sylvan, and to observe such requirements with respect to trademark, service mark, and copyright notices as Sylvan may, from time to time, require, including, without limitation, affixing "SM," "TM," "®," and/or disclaimer language adjacent to the Third-Party Marks. Licensee agrees that it shall not commit any act causing a tarnishment of the Third-Party Marks or the reputation and goodwill associated with any third party. Licensee's commission of any act causing a tarnishment of the Third-Party Marks or the reputation and goodwill associated with any third party constitutes an incurable material default under this Agreement, and in such event, Sylvan may terminate this Agreement immediately upon written notice to Licensee in accordance with the termination notice provisions of the Sylvan License Agreement, without further notice or opportunity to cure. Licensee acquires no rights in the IP other than the right to use the IP in strict accordance with the terms and conditions of this Agreement. Licensee hereby assigns all intellectual property rights associated with Licensee's ideas, suggestions, and improvements relating to the Ace it! System to Sylvan

15. Ace it! Royalty Payments and Requirements.

- 15.1 Monthly Ace it! Royalty Payment. At all times after the commencement of operations by Licensee under this Agreement, Licensee shall pay to Sylvan a monthly royalty for the preceding month equal to twelve percent (12%) of gross revenues which derive from the Ace it! System ("Ace it! Revenues"); and an additional amount equal to any sales, gross receipts, or similar tax imposed on Sylvan and calculated solely on payments required to be made by Licensee to Sylvan under this Agreement, unless such tax is an optional alternative to an income tax otherwise payable by Sylvan. The annual amount paid by Licensee to Sylvan shall not be less than the Minimum Annual Ace it! Royalty Threshold as set forth in Paragraph 15.2 of this Agreement. In all other respects, the terms of the Sylvan License Agreement shall govern.
- 15.2 Minimum Annual Ace it! Royalty Threshold. Licensee agrees and acknowledges that it is entering into this Agreement with the intent to generate revenue using the Ace it! System, and Licensee is obligated to use best efforts to promote the Ace it! System and to offer and sell the Ace it! System to customers. To induce Sylvan to enter into this Agreement with Licensee, Licensee agrees and acknowledges that the aggregate of the monthly royalty payments that Licensee pays to Sylvan for each full calendar year after Licensee commences operations under this Agreement shall not be less than One Thousand, Two Hundred Dollars (\$1,200) (the "Minimum Annual Ace it! Royalty Threshold"), and that such amount may be adjusted annually pursuant to Paragraph 6.10 (Cost of Living Adjustments) of the Sylvan License Agreement. The Minimum Annual Ace it! Royalty Threshold for the calendar year in which the Effective Date falls shall be prorated based on the number of full calendar months remaining between the four (4) month anniversary of the Effective Date and the end of that calendar year. The Minimum Annual Ace it! Royalty Threshold shall be met by Licensee each calendar year regardless of the amount of gross revenue Licensee does receive or does not receive and/or the extent to which Licensee operates or does not operate the Ace it! Business during such calendar year. The requirement to meet Minimum Annual Ace it! Royalty Threshold shall continue through the initial term and each renewal term of this Agreement. The Minimum Annual Ace it! Royalty Threshold shall be in addition to Licensee's Minimum Annual Royalty obligations under the Sylvan License Agreement; however, if and at such time as Licensee has entered into and is subject to the Sylvan Edge Package License Agreement in addition to this Agreement, the Minimum Annual Royalty payment required under the Sylvan License Agreement shall be reduced by Two Thousand, Four Hundred Dollars (\$2,400).
- 15.3 Failure to Meet Minimum Annual Ace it! Royalty Threshold. Licensee's first failure to meet the Minimum Annual Ace it! Royalty Threshold in a given calendar year during the Term of this Agreement shall constitute a curable material default of this Agreement; such default shall be deemed cured by payment to Sylvan of the Minimum Annual Ace it! Royalty Threshold less any royalty payments paid to Sylvan by Licensee in the same calendar year in connection with the Ace it! System (the "Shortfall"). Any subsequent failure (each a "Subsequent Failure") by Licensee to meet the Minimum Annual Ace it! Royalty Threshold in a calendar year during the Term of this Agreement, regardless of whether the first failure or any other prior failure was cured in accordance with this Agreement and the Sylvan License Agreement or waived by Sylvan, shall be an incurable material default of

this Agreement and, subject to the appeal provisions of Paragraph 15.4, Sylvan may terminate this Agreement at any time from the monthly Ace it! royalty payment due date in the January immediately following the calendar year until June 30 of such calendar year (the "Termination Period"). If Sylvan does not terminate this Agreement by written notice to Licensee during the Termination Period, then Sylvan shall be deemed to have waived its rights to terminate this Agreement for such Subsequent Failure, and such Subsequent Failure shall not be deemed an incurable material default for the purposes of Paragraph 20 of this Agreement. Sylvan's notice of termination to Licensee shall stipulate an appeal period ("Appeal Period") of not less than twenty (20) days before the termination takes effect. During the Appeal Period, Licensee may appeal the termination pursuant to the process set forth in Paragraph 15.4; otherwise, the termination shall take effect upon the expiration of the Appeal Period. Payment of and/or Sylvan's acceptance of payment of a given Shortfall shall not constitute a cure or stay of termination for any Subsequent Failure, except in the event that Sylvan approves an appeal pursuant to Paragraph 15.4.

- 15.4 Process to Appeal Termination for Subsequent Failure. Licensee may appeal Sylvan's termination for a Subsequent Failure by appealing in writing to Sylvan within the Appeal Period as defined in Paragraph 15.3 and promising to pay the Shortfall, and all late fees, interest, and penalties in connection therewith, within fifteen (15) days following Sylvan's written ruling on Licensee's appeal (the "Cure Date"). Beginning on the date Sylvan receives Licensee's written appeal (provided same is received within the Appeal Period), termination pursuant to Paragraph 15.3 and Paragraph 20 shall be stayed until Sylvan sends to Licensee Sylvan's written ruling on the appeal. Sylvan shall have the right to deny or accept Licensee's appeal, in Sylvan's sole discretion, and is not required to accept any appeal. During the Appeal Period, Licensee's obligation to pay the Minimum Annual Ace it! Royalty Threshold under appeal is suspended, but all of Licensee's other obligations, financial and otherwise, remain in effect, including, without limitation, the requirement to pay ongoing royalties and other amounts. If Sylvan denies the appeal in writing, the termination automatically shall become effective ten (10) days after the date of Sylvan's written denial to Licensee. If Sylvan accepts the appeal in writing, termination shall be stayed until the Cure Date or such later date as Sylvan stipulates. If, Sylvan having accepted the appeal in writing, Licensee subsequently pays to Sylvan the Shortfall by the Cure Date, then the termination automatically shall be rescinded, and the underlying Subsequent Failure shall not be deemed an incurable material default for the purposes of Paragraph 20; otherwise, the termination shall become effective automatically on the day after the Cure Date without further notice or opportunity to cure, and Licensee shall not be obligated to pay the Shortfall. The provisions in this Paragraph apply only to termination for Subsequent Failure as defined in Paragraph 15.3 and do not apply to any other event of default or termination.

16. Optional Program. Licensee acknowledges and agrees that the Ace it! System is an optional program under the Sylvan License Agreement and that Licensee may terminate this Agreement and all grants and rights hereunder without penalty in accordance with the terms and conditions in Paragraph 19.

17. Reporting. Licensee shall timely and accurately report academic, operational, and financial information of the type and in the form that Sylvan identifies from time to time.
18. Term. The term of this Agreement shall commence on the Effective Date and shall run concurrently with the term of the Sylvan License Agreement (the "Term"), unless earlier terminated in accordance with this Agreement.
19. Termination by Licensee. Licensee may terminate this Agreement for any reason upon sixty (60) days' prior written notice to Sylvan. Licensee shall be obligated to fulfill all contractual obligations to customers, including completing all courses of instruction for which Licensee has contracted to provide and/or has received or will receive Ace it! Revenues, prior to the expiration or termination of this Agreement. As otherwise stated in this Agreement, the post-termination obligations of Licensee under this Agreement are set forth in the Sylvan License Agreement.
20. Termination by Sylvan; Automatic Termination. Sylvan may not unilaterally terminate this Agreement except as set forth in this Paragraph. Unless earlier terminated in accordance with this Agreement, Sylvan may terminate this Agreement (a) in accordance with Paragraph 15.3 of this Agreement, addressing failure to meet the Minimum Annual Ace it! Royalty Threshold; and/or (b) in the event that Licensee fails to comply with any other term of this Agreement and fails to cure such default within twenty (20) days following receipt of written notice of default from Sylvan. This Agreement shall automatically terminate upon termination of Licensee's Sylvan License Agreement for any reason.
21. Breach of the Sylvan License Agreement. Licensee's failure to comply with any material provision of this Agreement shall not, in and of itself, constitute a breach of the Sylvan License Agreement unless, in the course of such failure to comply with this Agreement, Licensee is in default of its obligations under the Sylvan License Agreement and fails to cure such default (if such default is curable), in which case the Sylvan License Agreement may be terminated according to its terms. As an example, and not a limitation, Licensee's failure to pay any amount when due in connection with this Agreement shall be a curable material default of the Sylvan License Agreement.
22. No Warranties. LICENSEE UNDERSTANDS AND ACKNOWLEDGES THAT THE ACE IT! SYSTEM IS BEING PROVIDED HEREUNDER "AS IS." SYLVAN DISCLAIMS ANY AND ALL WARRANTIES AND GUARANTEES RELATED TO THE ACE IT! SYSTEM, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
23. No Modifications. Except as set forth herein, this Agreement may not be modified except with the express written consent of all parties hereto.
24. Defined Terms. Any capitalized terms not specifically defined herein shall have the meanings ascribed to them in the Sylvan License Agreement.

[signatures follow]

IN WITNESS WHEREOF, the parties to this Agreement have executed it as of the date first set forth above.

SYLVAN:

LICENSEE:

Sylvan Learning, LLC

LicenseeName

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

Sylvan Learning, LLC

Exhibit G

mySylvan Marketplace+ Franchisee Participation Pilot Agreement





**mySylvan Marketplace+SM
Franchisee Participation Pilot Agreement**

This mySylvan Marketplace+SM Franchisee Participation Pilot Agreement (this “Pilot Agreement”) is entered into _____ (the “Effective Date”) by and between Sylvan Learning, LLC (“Sylvan”) and _____ (“Franchisee”) concerning certain operations within Sylvan Learning Territory # _____ (the “Territory”), governed by that certain Sylvan Learning Franchise Agreement # _____, dated _____, to which Franchisee and Sylvan are each a party (the “Franchise Agreement”).

WHEREAS, Sylvan, pursuant to rights granted to it by third parties, has developed and plans to develop further certain proprietary technology, digital assets, systems, business methods, techniques, and methodologies designed to be used in connection with portable proprietary computer systems and the Internet to provide an online digital marketplace accessible via web browser and mobile applications available on Android and iOS devices (the “Marketplace Platform”) through which Sylvan facilitates scheduling of and payment for tutoring services offered by independent contractors to customers;

WHEREAS, Sylvan, pursuant to its rights, desires to expand the area in which it advertises and offers services through the Marketplace Platform;

WHEREAS, Franchisee desires to participate in such expansion on a pilot basis, subject to the terms and conditions of this Pilot Agreement;

WHEREAS, Sylvan has agreed to expand the Marketplace Platform to Franchisee’s Territory and the surrounding area on a pilot basis (the “Pilot”), subject to the terms and conditions of this Pilot Agreement;

NOW, THEREFORE, in consideration for the mutual promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation.** The foregoing recitals shall be incorporated herein by reference.
2. **General.** The Pilot, through the Marketplace Platform, is designed to (a) connect consumers seeking one-on-one supplemental education services for students in grades K-12 (each a “Consumer”) with qualified, professional tutors contracted by Sylvan who are able to meet the requested learning needs (each a “Tutor”); (b) facilitate scheduling of tutoring sessions directly between the Consumer and the selected Tutor (each a “Marketplace Tutoring Session”) at the Consumer’s home or other mutually agreed upon location acceptable to Sylvan, including through live, online platforms; (c) enable and process direct online payment by the Consumer to the Tutor; and (d) collect the administrative fees (“Tutor Fees”) owed by Tutor to Sylvan in connection with each Marketplace Tutoring Session delivered by the Tutor. Tutors are recruited and screened by Sylvan; once approved, they enter into an independent contractor agreement (the “Tutor Agreement”) with Sylvan, contingent upon the successful completion of a background investigation. Pursuant to the Tutor Agreement, each Tutor has the right to deliver tutoring services to students under the “Sylvan In-Home” or “mySylvan Marketplace+” brand names. Sylvan reserves the rights to rebrand the Marketplace Platform, as needed, and to grant or revoke the rights to use such brand names, as applicable. Tutors must set their own cancelation policy, hourly rate, and scheduling availability on their online tutor profiles within the Marketplace Platform. Generally, Marketplace Tutoring Sessions are offered at a one-to-one tutor-student ratio; however, some exceptions are made under certain circumstances. Tutors who are certified teachers may opt to become “Certified in the Sylvan Method” by completing all necessary online SylvanSync product training. Tutors who are Certified in the Sylvan Method may offer SylvanSync Programs (as defined in the Franchise Agreement) to Consumers, and are denoted on the Marketplace Platform with a badge in their online tutor profile. All Tutors must use their own equipment, and Tutors who are Certified in the Sylvan Method must use their own compatible iPads to deliver SylvanSync Programs. Tutors and Consumers directly control their own scheduling of Marketplace Tutoring Sessions through the Marketplace Platform, and all payments are processed

automatically upon the completion of a Marketplace Tutoring Session directly through the Marketplace Platform using the credit card saved to the Consumer's online account.

3. Sylvan's Rights. Pursuant to Paragraph 1.4 of the Franchise Agreement, Sylvan is permitted (a) to operate businesses, and offer and sell services, programs, and products within the Territory which do not comprise a part of the Sylvan System and, in connection therewith, to exploit Sylvan's Licensed Marks (as defined in the Franchise Agreement), name, reputation, and know-how; (b) to use the Licensed Marks and other aspects of the Sylvan System in conjunction with activities not contemplated by Sylvan as being conducted solely through or at Sylvan Centers; and (c) to offer, distribute, use, and/or sell components of the Sylvan System through courses or programs offered and conducted by methods or through facilities other than Centers within the Territory or outside the Territory. Based on the foregoing, Franchisee acknowledges and agrees that Sylvan has the right to offer and deliver services through the Marketplace Platform (including, without limitation, advertising the Marketplace Platform, recruiting Tutors, and collecting Tutor Fees) within Franchisee's Territory without seeking or obtaining consent by Franchisee or compensating Franchisee in connection therewith. Notwithstanding the foregoing, Sylvan has elected, at its sole discretion, to allow certain franchisees, including Franchisee, to participate in and benefit from the expansion of the Marketplace Platform during the term of this Pilot Agreement.
4. Ownership of Intellectual Property. All intellectual property related to Marketplace Platform, including copyrights, trademarks, and patents (the "IP"), is owned by Sylvan and third parties with whom Sylvan has contracted and from whom Sylvan has licensed such IP. Franchisee acquires no rights in the IP. Sylvan's maintenance and renewal of the IP shall be at Sylvan's sole discretion. Franchisee hereby assigns to Sylvan all intellectual property rights associated with Franchisee's ideas, suggestions, and improvements relating to the Marketplace Platform.
5. Delivery and Maintenance of the Marketplace Platform Software. Sylvan will be responsible for the maintenance and support of the Marketplace Platform software, which shall remain the property of Sylvan. Sylvan will control the access to the Marketplace Platform by Tutors and Consumers within Franchisee's Territory and the surrounding area. This Pilot Agreement expressly does not grant to Franchisee any administrative access to the Marketplace Platform, including the right to add or view Tutor or Consumer data, or to modify Marketplace Tutoring Sessions scheduled within the Marketplace Platform. All Tutor and Consumer data, along with all data related to Marketplace Tutoring Sessions, shall belong solely to Sylvan.
6. Tutor Fees. The Tutor Fees charged by Sylvan in the Territory shall be Twenty-Five Dollars (\$25.00) per Marketplace Tutoring Session. Sylvan also reserves the right to make additional Tutor Fees available to other franchisees participating in the Pilot based on demographics, marketability, and other factors, without making the same Tutor Fees available to Franchisee.
7. Session Fees. Sylvan shall provide a credit to Franchisee, during the term of this Pilot Agreement, in the amount of the following hourly session fees ("Session Fees") relating to the delivery of Marketplace Tutoring Sessions completed within Franchisee's Territory or the surrounding area, as shown on Exhibit A and Exhibit B, attached hereto, and incorporated herein by reference. The Session Fees shall be paid from the Tutor Fees collected by Sylvan from Tutors, and shall be based upon the duration and location of the Marketplace Tutoring Session. A "Session" is defined generally as instruction delivered either online or in-person at the Consumer's home or other mutually agreeable appropriate location by one (1) Tutor to one (1) or more Consumers lasting in duration at least thirty (30) and not more than ninety (90) consecutive minutes. The credit shall be applied against any royalty or statement balances owed by Franchisee to Sylvan and shall be reflected in the monthly billing statement issued by Sylvan to Franchisee in the month following the month in which the Marketplace Tutoring Sessions were delivered in Franchisee's Territory or the surrounding area. Franchisee shall be required to continue to pay all royalties and other payments due to Sylvan on a monthly basis pursuant to one or more license agreements between Sylvan and Franchisee, including the Franchise Agreement.

Marketplace Tutoring Session Fees:

<u>Location of Marketplace Tutoring Session</u>	<u>Hourly Tutor Fee Collected by Sylvan</u>	<u>Session Fee Paid by Sylvan to Franchisee</u>	<u>Amount Retained by Sylvan</u>
In-Territory	\$25.00	\$15.00	\$10.00

If the amount of the Tutor Fee changes based on a promotion or other special rate offered by Sylvan, Sylvan shall pay to Franchisee a prorated Session Fee based on the rate offered (e.g., if the Tutor Fee is reduced by half, the Session Fee to be paid to Franchisee will be reduced by half). Franchisee acknowledges that the surrounding area of certain other participating franchisees' territories may overlap with the surrounding area of Franchisee's Territory now or at some point in the future, and, thus, such surrounding area may be shared by multiple franchisees ("Shared Area"). Under such circumstances, if a Marketplace Tutoring Session is delivered online or in person to a Consumer who resides in a zip code which is considered Shared Area and held by multiple participating franchisees, then the Session Fee to be paid by Sylvan in connection with such Session shall be split evenly between the impacted participating franchisees in the Shared Area. Franchisee understands that no Session Fee shall be paid by Sylvan to Franchisee for Marketplace Tutoring Sessions delivered outside of Franchisee's Territory or the surrounding area, as shown on Exhibit A and Exhibit B.

8. Franchisee Obligations. Franchisee agrees to perform the following obligations.

- a) Providing Feedback. Franchisee agrees to participate in focus groups and provide requested feedback relating to Franchisee's experiences with the Marketplace Platform and Marketplace Tutoring Sessions, including any feedback from Consumers in Franchisee's Territory or the surrounding area of which Franchisee may be aware. At Sylvan's request, Franchisee shall participate in monthly calls with Sylvan and other participating franchisees to discuss the Pilot.
- b) Local Marketing. Franchisee shall use its best efforts to market the Marketplace Platform to both Tutors and Consumers in the Territory. Franchisee shall not promote or market the Marketplace Platform outside of the Territory. Franchisee may discuss and demonstrate the Marketplace Platform with customers and prospective customers.

9. Sylvan Obligations. Sylvan agrees to perform the following obligations.

- a) Tutor Recruitment. Sylvan shall use reasonable efforts to recruit qualified local professionals in the Territory and the surrounding area as independent contractors to serve as Tutors. Sylvan may use certain advertising services, including, without limitation, Indeed, Care.com, and referrals. Employees of Franchisee may apply to become Tutors, but Sylvan shall have no obligation to approve an employee of Franchisee as a Tutor. All Tutors shall be independent contractors of Sylvan; no Tutor shall have any direct relationship with Franchisee.
- b) Candidate Screening. Sylvan shall screen all tutor applicants by reviewing resumes, conducting phone interviews, and checking references.
- c) Background Investigation. Sylvan has contracted a third-party background investigation company to perform background investigations and education verification services on behalf of Sylvan for all qualified candidates with whom Sylvan intends to enter into a Tutor Agreement. The initial background investigation must be successfully completed prior to the Tutor becoming "live" (i.e., accessible and able to view) on the Marketplace Platform. Pursuant to the Tutor Agreement, the cost for the initial background investigation is generally paid by the Tutor upfront and reimbursed by Sylvan if and at such time as the Tutor has met certain conditions. Sylvan reserves the right to modify the terms of the Tutor Agreement without notice to Franchisee. It is the current process that Sylvan or its designated third-party background investigation company shall re-perform a background investigation on each Tutor on an annual basis. Franchisee acknowledges that the

process and designated third-party company are subject to change without notice. Sylvan reserves the right to terminate any Tutor Agreement if the Tutor's annual background investigation discovers criminal conduct or otherwise inappropriate behavior.

- d) **Training and Onboarding.** Sylvan shall perform all obligations relating to the product training and onboarding needs of all Tutors, including, without limitation, providing online training in the Marketplace Platform and SylvanSync, if applicable.
 - e) **Customer Service.** Sylvan shall manage the customer service needs of Tutors and Consumers participating in the Pilot.
 - f) **Reporting.** Sylvan shall provide monthly reports to Franchisee concerning the number of Marketplace Tutoring Sessions delivered within the Territory. Each report shall contain the length of each Marketplace Tutoring Session, the zip code of the Consumer, and the credit to be issued by Sylvan to Franchisee based on the delivery of such completed Marketplace Tutoring Sessions. Sylvan may, though it shall not be required to, provide more detailed information in monthly reports to Franchisee.
10. **Sylvan Franchise Agreement.** Franchisee shall market the Marketplace Platform pursuant to the terms and conditions of this Pilot Agreement and in conjunction with Franchisee's operation of an approved Sylvan Learning Center pursuant to the Franchise Agreement. Franchisee acknowledges and agrees that the Marketplace Platform offering is separate from the Sylvan System and the SylvanSync System; however, this Pilot Agreement shall be governed by the terms and conditions of the Franchise Agreement, unless otherwise stated herein. Any breach of this Pilot Agreement by Franchisee shall constitute a material breach of the Franchise Agreement. Notwithstanding the foregoing, in the event of an express conflict between the Franchise Agreement and this Pilot Agreement concerning only the subject matter hereof, this Pilot Agreement shall govern.
11. **No Performance Representations.** Sylvan expressly disclaims the making of, and Franchisee acknowledges that it has not received or relied upon, any statement, representation, warranty, or guarantee, express or implied, concerning Franchisee's potential performance with respect to the Pilot, including, but not limited to, potential sales volume, cost savings, profitability, success, or effect on Franchisee's Sylvan Learning business. No such statement, representation, warranty, or guarantee has been authorized by Sylvan. Franchisee has conducted an independent investigation of the Pilot and understands and acknowledges that it involves certain business risks which make the outcome of Franchisee's business venture largely dependent upon factors outside of Franchisee's control, as well as the business abilities and participation of Franchisee and its efforts as an independent business operator. Franchisee assumes all risks related to the Pilot, including the possibility that the Sylvan Learning Center(s) operated by Franchisee in the Territory may lose potential customers due to the introduction of the Marketplace Platform in the Territory and the surrounding area. Sylvan expressly disclaims all liability for any such losses. Franchisee acknowledges and agrees that Franchisee is accountable for Franchisee's actions, inactions, and omissions in connection with Franchisee's business.
12. **Franchise Offering Disclaimer.** Nothing in this Pilot Agreement shall be construed as an offer to sell a franchise. The offers contained herein are available only to existing Sylvan Learning franchisees. No franchises concerning the Marketplace Platform will be sold to any party until the offering has been duly registered and declared effective by the applicable jurisdiction and the required Franchise Disclosure Document has been delivered to the prospective franchisee before the sale in compliance with applicable law. Nothing in this Paragraph should be construed as a waiver of any applicable exemption provisions that may be available to Sylvan.
13. **Limitations of Pilot Participation.** The parties acknowledge and agree that the Marketplace Platform is available in the Territory on a pilot basis and that it will evolve over time as the parties gain a better understanding of its impact on the market. Nothing in this Pilot Agreement binds either party to continue participation in the Pilot

following the expiration or termination of this Pilot Agreement; moreover, nothing in this Pilot Agreement shall create any binding precedent for terms and conditions of any future or subsequent agreement which may be offered in connection with the Marketplace Platform. Notwithstanding anything to the contrary in this Pilot Agreement, Franchisee expressly acknowledges and agrees that (a) the Pilot may be discontinued or modified at any time by Sylvan at its sole discretion; (b) Sylvan shall have the right, but not the obligation, to offer the Pilot model or a variant thereof as a license of franchise program (the "Future Program") and on such terms and conditions as Sylvan deems appropriate in its sole discretion; (c) Sylvan shall not be obligated to offer to Franchisee the right to participate in any Future Program; and (d) Franchisee shall not be obligated to participate in any Future Program. The rights secured by Franchisee pursuant to this Pilot Agreement are limited solely to those explicitly stated herein and Franchisee has no other rights, express or implied, during the term of this Pilot Agreement or after its termination by either party.

14. Confidentiality. Franchisee acknowledges that, during the term of this Pilot Agreement, Franchisee may receive from Sylvan certain confidential information relating to the Pilot or the Marketplace Platform, including, without limitation, proprietary information related to technology and marketing (the "Confidential Information"). The terms of this Pilot Agreement shall be considered Confidential Information and shall be subject to the confidentiality provisions of the Franchise Agreement. In addition, Franchisee agrees that, until such time as the Confidential Information enters the public domain through no fault of Franchisee, Franchisee and Franchisee's employees will never, directly or indirectly, use, disseminate, or disclose to a third party the Confidential Information without the prior written consent of Sylvan. Franchisee further agrees to protect the Confidential Information from use or disclosure using no less than a reasonable degree of care. Franchisee's obligations under this Paragraph shall survive termination of this Pilot Agreement.
15. Term and Termination. The term of this Pilot Agreement shall commence on the Effective Date and continue until the earliest to occur of: (a) Franchisee and Sylvan enter into a subsequent agreement (if any) concerning the Marketplace Platform or similar offering; (b) Franchisee terminates this Pilot Agreement pursuant to this Paragraph; (c) Sylvan terminates this Pilot Agreement pursuant to this Paragraph; (d) the Franchise Agreement terminates for any reason; or (e) _____, 20____. Franchisee may not terminate this Pilot Agreement for any or no reason during the first one hundred twenty (120) days following the Effective Date. Following such initial 120-day period, Franchisee may terminate this Pilot Agreement for convenience upon sixty (60) days' advance written notice to Sylvan. Sylvan may terminate this Pilot Agreement for convenience upon sixty (60) days' prior written notice. Sylvan may terminate this Pilot Agreement immediately upon ten (10) days' prior written notice if (a) Franchisee commits any material breach of this Pilot Agreement or the Franchise Agreement; or (b) Sylvan licenses to a third-party franchisee the right to open and commence operation of a Sylvan Learning Center in an area within close proximity to the Territory such that the area surrounding the Territory is no longer controlled solely by Franchisee or a set of franchisees all willing to participate in the Pilot. The term "day" as used in this Pilot Agreement shall mean a calendar day, rather than a business day.
16. No Warranties. FRANCHISEE UNDERSTANDS AND ACKNOWLEDGES THAT THE MARKETPLACE PLATFORM AND THE PILOT GENERALLY ARE BEING PROVIDED HEREUNDER ON AN "AS-IS" BASIS. SYLVAN DISCLAIMS ANY AND ALL WARRANTIES AND GUARANTEES RELATED TO EACH OF THEM INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
17. Month-to-Month Basis. Unless terminated earlier pursuant to Paragraph 14, Sylvan reserves the right to extend this Pilot Agreement on a month-to-month basis for up to twelve (12) months following _____, 20____, or longer by written notice. During any such period that this Pilot Agreement is so extended, Franchisee may terminate this Pilot Agreement upon 30 days' prior written notice to Sylvan.
18. Waiver; Release. Sylvan reserves the right and privilege in its sole discretion as it may deem in the best interest of all concerned in any specific incident, to vary standards for any franchisee participating in the Pilot based upon peculiarities of a particular set of circumstances, demographics, or other conditions which Sylvan deems

to be of importance to the successful operation the Pilot. Franchisee shall have no recourse against Sylvan on account of any variations and shall not be entitled to require Sylvan to grant Franchisee like or similar terms. No failure of Sylvan to exercise any power reserved to it by this Pilot Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Sylvan's right to demand exact compliance with the terms herein. No waiver or approval by Sylvan of any particular breach or default by Franchisee, nor any delay, forbearance, or omission by Sylvan to act or give notice of default or to exercise any power or right arising by reason of such default hereunder, shall be considered a waiver or approval by Sylvan of any preceding or subsequent breach or default by Franchisee of any term, covenant, or condition of this Pilot Agreement. In consideration of the benefits provided to Franchisee hereunder, Franchisee agrees to fully and completely release, acquit, and forever discharge Sylvan and its affiliates, and each of their respective employees, officers, and directors, collectively, separately, and severally, of and from any and all demands, damages, or claims of every kind and nature whatsoever, foreseen and unforeseen, known or unknown, that arise out of or relate to the Franchise Agreement or this Pilot Agreement.

19. Entire Agreement. This Pilot Agreement shall constitute the entire agreement between the parties related to the subject matter hereof, and shall supersede all prior oral or written statements, understandings, or negotiations concerning the Pilot and the Marketplace Platform. Except as otherwise provided herein, neither Sylvan nor Franchisee may modify this Pilot Agreement except by an instrument in writing between Sylvan and Franchisee.
20. Power and Authority. Each party to this Pilot Agreement represents and warrants that it is validly in existence; that its, his, or her representations herein are true and correct; and that it, he, or she has full power and authority to execute this Pilot Agreement and all documents contemplated herein.
21. Choice of Law. This Pilot Agreement shall in all respects be governed by and be construed under the internal laws of the State of Maryland, without giving effect to its conflict of laws rules.
22. Counterparts. This Pilot Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. An electronic signature shall be given the same effect as an original in-ink signature.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties to this Pilot Agreement have executed it as of the date first set forth above.

SYLVAN:

FRANCHISEE: _____

By: _____

By: _____

Name: Kate McComiskey

Name: _____

Title: Vice President & General Counsel

Title: _____

Date: _____

Date: _____

Each of the undersigned Guarantors under the Franchise Agreement acknowledges and affirms the foregoing Agreement.

Name: _____

Date: _____



EXHIBIT A

Map of Territory

[to be attached]



EXHIBIT B

Zip Codes Included in Territory

[to be attached]

Sylvan Learning, LLC

Exhibit H

Manuals – Tables of Contents Sylvan System and SylvanSync System



Confidential Sylvan Franchise Operations Manual

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Sylvan Learning, LLC

Exhibit I

Franchisees in Operation
and
Franchisees Who Have Signed But Not Yet
Opened



Franchisees in Operation as of March 15, 2023

Center No.	Licensee	Center Address	Franchisee Name
2603	Ateam, Inc.	Sylvan Learning of Montgomery 4240 Lomac Street Montgomery, Alabama 36106 (334) 262-0043 cd@montgomerysylvan.com	Frank Stewart
2623	Edu Passion LLC	Sylvan Learning of Hoover 3659 Lorna Road, Suite 137 Birmingham, Alabama 35216 (205) 987-9802 birmingham2623.al@sylvanlearning.com	Sultan (Sam) Jan
2624	Edu Passion LLC	Sylvan Learning of Trussville 1110 N. Chalkville Rd # 144 Trussville, Alabama 35173 (205) 508-5474 Birmingham2624.al@sylvanlearning.com	Sultan (Sam) Jan
2629	JCM One LLC	Sylvan Learning of West Hoover 3421 S. Shades Crest Rd., Ste. 109 West Hoover, Alabama 35244 (205) 730-5330 WestHoover.AL@sylvanlearning.com	Jason McLaughlin
2631	Pegasus Learning Systems Inc.	Sylvan Learning of Prattville 2046 Fairview Avenue Prattville, Alabama 36066 (334) 212-8448 Prattville.AL@sylvanlearning.com	Terry Wettig Carol Wettig
2700	Learning Systems, LLC	Sylvan Learning of Anchorage 2217 E. Tudor Road, Suite 1A Anchorage, Alaska 99507 (907) 561-2229 anchorage@sylvanalaska.com	David Cottrell Donald Petersen Jennifer Sierra
2701	Learning Systems, LLC	Sylvan Learning of Wasilla 281 N Main St. Wasilla, Alaska 99654 (907) 357-7323 wasilla@sylvanalaska.com	David Cottrell Donald Petersen Jennifer Sierra
401	SLC Educators AZ, Inc.	Sylvan Learning of Scottsdale 6969 East Shea Blvd, Suite 185 Scottsdale, Arizona 85254 (602) 953-3070 sylvan401@scottsdallesylvan.com	O.Steven Jones Tamara Jones
410	SLC Educators AZ, Inc.	Sylvan Learning of Chandler 2160 W. Chandler Blvd. #16 Chandler, Arizona 85224 (480) 897-3222 chandler@sylvanaz.com	O.Steven Jones Tamara Jones
413	SLC Educators, AZ, Inc.	Sylvan Learning of Phoenix 16838 N. 7th Street, Suite 6 Phoenix, Arizona 85022 (602) 548-2600 Sylvan0413@sylvanphoenix.com	O.Steven Jones Tamara Jones
417	Success Makers, Inc.	Sylvan Learning of Goodyear 13770 West Van Buren Street, Suite 100 Goodyear, Arizona 85338 (623) 932-5714 sylvan417@aol.com	Claudia Honsberger Joe Honsberger
418	West East Educate, Inc.	Sylvan Learning of Glendale 8190 W. Union Hills Drive, Suite 120 Glendale, Arizona 85308 (623) 537-3611 sylvan0418@sylvanarrowhead.com	Rodney Sherrard Victoria Sherrard
428	Vertex Education Services, LLC	Sylvan Learning of Gilbert & Queen Creek 2335 S. Lindsay Road, Suite 114 Gilbert, Arizona 85295 (480) 963-5900 sylvan@sylvan-az.com	David Satter Robert Satter Jaclyn Satter
434	AJ Squared, LLC	Sylvan Learning of Tucson 9110 N Silverbell Road, Suite 170 Marana, Arizona 85743 (520) 344-9328 Tucson.az@sylvanlearning.com	Catherine Oberholzer
435	Saguaro Learning, LLC	Sylvan Learning of Tucson - Central 4500 E Speedway Blvd, Suite 15 Tucson, Arizona 85712 (520) 333-5445 CentralTucson.AZ@sylvanlearning.com	Theodore (Ted) Parker Lori Parker George Parker
2801	Midwest Education Consultants, Inc.	Sylvan Learning of Fort Smith 2409 South 56th Street, Suite 117 Fort Smith, Arkansas 72903 (479) 484-6799 sylvan@sylvanfs.com	Robert Lowrey Courtney Wright Kevin Wright
2810	Wright Education Consultants, Inc.	Sylvan Learning of Rogers 4408 West Walnut, Suite 3 Rogers, Arkansas 72756 (479) 903-7210 info@sylvannwa.com	Courtney Wright Kevin Wright

Franchisees in Operation as of March 15, 2023

Center No.	Licensee	Center Address	Franchisee Name
501	D.D. & S. Learning Systems, Inc.	Sylvan Learning of Etiwanda 11398 Kenyon Way Ste A Rancho Cucamonga, California 91701 (909) 941-6863 sylvan501@aol.com	Carli Ganet Frances Dyer James Dyer
509	PQ Academia Corporation	Sylvan Learning of Encinitas 160 N. El Camino Real Encinitas, California 92024 (760) 942-5454 tutor@sylvanlearningsd.com	Brandon Khieu
515	PGLR, Inc.	Sylvan Learning of Santa Rosa 1421 Guerneville Rd., Ste. 112 Santa Rosa, California 95403 (707) 528-6000 slc0515@sonic.net	Laura Rogers Jim Rogers
516	The Southern California Learning Corporation	Sylvan Learning of Torrance 23326 Hawthorne Blvd, Suite 170 Torrance, California 90505 (310) 373-0073 torrance@sylvansocal.com	Todd Crabtree
520	Kiwi Scholar, Inc.	Sylvan Learning of Salinas/Monterey 1465 North Davis Road Salinas, California 93907 (831) 449-7551 salinas.sylvan@kiwischolarinc.com	Cary Swensen
525	Aspire Higher Educational Services	Sylvan Learning of Bakersfield 2720 Calloway Drive, Suite A Bakersfield, California 93312 (661) 387-6060 delia@bakersfieldsylvan.com	Delia Navarro
531	D.D. & S. Learning Systems, Inc.	Sylvan Learning of Rancho Cucamonga 7365 Carnelian Street #133 Rancho Cucamonga, California 91730 (909) 944-9763 carlid123@aol.com	Carli Ganet Frances Dyer James Dyer
533	D.D. & S. Learning Systems, Inc.	Sylvan Learning of Diamond Bar 1241 Grand Ave Ste F Diamond Bar, California 91765 (909) 861-1146 carlid123@aol.com	Carli Ganet Frances Dyer James Dyer
534	D.D. & S. Learning Systems, Inc.	Sylvan Learning of Chino/Ontario 12887 Mountain Ave. Chino, California 91710 (909) 548-3569 carlid123@aol.com	Carli Ganet Frances Dyer James Dyer
535	DKM Learning LLC	Sylvan Learning of Lancaster and Palmdale 42311 10th Street West Lancaster, California 93534 (661) 723-6400 sylvan535@gmail.com	Nate Tapia Carrie Tapia Nosrat Maghsoudi
546	D.D. & S. Learning Systems, Inc.	Sylvan Learning of Claremont 971 W Foothill Boulevard Claremont, California 91711 (909) 621-2483 carlid123@aol.com	Carli Ganet Frances Dyer James Dyer
559	S5 Global, Inc.	Sylvan Learning of Fremont 3100 Mowry Ave, Suite 103 Fremont, California 94538 (510) 745-7800 sylvanld@pacbell.net	Venkat Bussa
562	Accelerated Learning Academy LLC	Sylvan Learning of Napa Valley 2493 Solano Avenue Napa, California 94558 (707) 258-9000 learning@sylvannapa.com	Zhenus Wahidi
565	33 Services & Consulting Inc.	Sylvan Learning of West Covina 1730 W. Cameron Avenue, Suite 125 West Covina, California 91790 (626) 338-2800 westcovina.ca@sylvanlearning.com	Jessica Agopian
569	Bay Area Education Support Systems	Sylvan Learning of Fairfield 5089 Business Center Drive, Suite 102 Fairfield, California 94534 (707) 864-1800 learning@sylvanfairfield.com	Bill Kramer Jack McAboy
572	Illuminate Edge, Inc.	Sylvan Learning of Manteca & Ripon 1162 South Main St Manteca, California 95337 (209) 823-9252 enroll@sylvanmanteca.com	Sachin Ambulkar Swati Ambulkar
578	Blue Horizon Learning Center LLC	Sylvan Learning of Temecula 39400 Murrieta Hot Springs Rd, Suite 114-A Murrieta, California 92562 (951) 506-0300 Temecula.CA@SylvanLearning.com	Chastity Cordova-Heyward Spencer Heyward

Franchisees in Operation as of March 15, 2023

Center No.	Licensee	Center Address	Franchisee Name
580	GKS Education LLC	Sylvan Learning of San Jose - Westgate Westgate Mall 4701 Hamilton Avenue San Jose, California 95130 (408) 257-2740	Abhishek Srivastava
583	DND Learning, Inc.	Sylvan Learning of Visalia 3288-B South Mooney Blvd. Visalia, California 93277 (559) 636-1502 slc583@sbcglobal.net	Elizabeth Dyer Robert Dyer Richard Navarro
585	Bay Area Education Support Systems	Sylvan Learning of Castro Valley 3200 Castro Valley Blvd Castro Valley, California 94546 (510) 856-9000 learning@sylvanvalley.com	Bill Kramer Jack McAboy
587	Bay Area Education Support Systems	Sylvan Learning of Piedmont 1345 Grand Ave. Piedmont, California 94610 (510) 428-4000 learning@sylvanpiedmont.com	Bill Kramer Jack McAboy
588	Bay Area Education Support Systems	Sylvan Learning of El Cerrito 10810 San Pablo Avenue El Cerrito, California 94530 (510) 559-1400 learning@sylvanecerrito.com	Bill Kramer Jack McAboy
589	Bay Area Education Support Systems	Sylvan Learning of Vacaville 2031 C. Harbison Drive Vacaville, California 95687 (707) 448-7000 learning@sylvanvacaville.com	Bill Kramer Jack McAboy
590	The Southern California Learning Corporation	Sylvan Learning of San Marino 2970 Huntington Drive San Marino, California 91108 (626) 544-5109 sanmarino.ca@sylvanlearning.com	Todd Crabtree
592	JKG Learning LLC	Sylvan Learning of Corona/Norco 1180 El Camino Ave, #100 Corona, California 92879 (951) 272-0727 sylvan592@sbcglobal.net	Jason Griffin Kulvinder Griffin
596	The Southern California Learning Corporation	Sylvan Learning of Gardena 1045 W Redondo Beach Blvd #138, Gardena, CA 90247 Gardena, California 90247 (310) 329-1866	Todd Crabtree
8504	Accelerated Learning Academy LLC	Sylvan Learning of Walnut Creek 2050 N. Broadway Walnut Creek, California 94596 (925) 934-3000 learning@sylvanwalnutcreek.com	Zhenus Wahidi
8508	D and D Learning Solutions LLC	Sylvan Learning of Modesto 1532 Standiford Ave, Suite B Modesto, California 95350 (209) 491-5406 modestodirector@sylvancenter.com	Lynn Dusa James Donnelly
8509	Starwin Corp.	Sylvan Learning of Sherman Oaks & Studio City 13553 Ventura Boulevard Sherman Oaks, California 91423 (818) 906-1505 sylvanshermanoaks@sylvanhms.com	Rand Bleimeister
8511	TrueVision Academy, Inc.	Sylvan Learning of Los Altos & Mountain View 2025 West El Camino Real Mountain View, California 94040 (650) 938-0484 Vincent@sylvanmv.com	Yule "Vincent" Zhang Yingjiu "Pan" Pan
8514	D.D. & S. Learning Systems, Inc.	Sylvan Learning of Glendora 1315 S. Grand Ave #130 Glendora, California 91740 (626) 914-7700 carlid123@aol.com	Carli Ganet Frances Dyer James Dyer
8516	GKS Education LLC	Sylvan Learning of San Jose - Camden 5415 Camden Avenue San Jose, California 95124 (408) 448-8100 sylvancamden@sbcglobal.net	Abhishek Srivastava
8520	The Southern California Learning Corporation	Sylvan Learning of Westlake Village 600 Hampshire Road, Suite 120 Westlake Village, California 91361 (805) 497-3216 sylvan.westlakevillage@sylvanlearning.com	Todd Crabtree
8529	JKG Learning LLC	Sylvan Learning of Mission Viejo 27762 Vista Del Lago, Suite A-10 Mission Viejo, California 92691 (949) 462-7160 sylvan.missionviejo@sylvanlearning.com	Kulvinder Griffin Jason Griffin

Franchisees in Operation as of March 15, 2023

Center No.	Licensee	Center Address	Franchisee Name
8532	LUD, Inc.	Sylvan Learning of Irvine 4330 Barranca Pkwy Stonemcreek Plaza, Suite 205 Irvine, California 92604 (949) 552-3025	Joe Liu
8542	Hilbert LLC	Sylvan Learning of La Mesa 8366 Parkway Drive La Mesa, California 91942 (619) 668-0145 sylvanlamesa@gmail.com	Katherine Hilbert Jordan Hilbert Christopher Purcell Ruth Purcell
8555	HL Learning Solutions LLC	Sylvan Learning of San Francisco 379 West Portal Avenue San Francisco, California 94127 (415) 681-7323 sylvan@sylvanwestportal.com	Lori Livingston Donald Livingston
8562	D.D. & S. Learning Systems, Inc.	Sylvan Learning of Victorville 12441 Hesperia Rd Suite A1 Victorville, California 92395 (760) 245-8091 carlid123@aol.com	Carli Ganet Frances Dyer James Dyer
8563	D.D. & S. Learning Systems, Inc.	Sylvan Learning of Hemet 1505 W. Florida Ave ste A Hemet, California 92543 (951) 765-1171 sylvan.hemet@aol.com	Carli Ganet Frances Dyer James Dyer
8564	D.D. & S. Learning Systems, Inc.	Sylvan Learning of Riverside 7000 Indiana Ave #122 Riverside, California 92506 (951) 353-8600 sylvan.riverside@aol.com	Carli Ganet Frances Dyer James Dyer
8565	D.D. & S. Learning Systems, Inc.	Sylvan Learning of Redlands 101 E Redlands Blvd #140 Redlands, California 92373 (909) 792-9669 sylvan.redlands@aol.com	Carli Ganet Frances Dyer James Dyer
8568	Soaring High LLC	Sylvan Learning of Los Angeles 8471 Beverly Boulevard, Suite 201 Los Angeles, California 90048 (310) 843-0111 sylvanbeverlyhills@sylvanhms.com	Thomas Jung
8569	The Southern California Learning Corporation	Sylvan Learning of Northridge 8984 Tampa Avenue Northridge, California 91324 (818) 885-0283 northridge@sylvansocal.com	Todd Crabtree
8570	Soaring High LLC	Sylvan Learning of Culver City 5731 W Slauson Ave. Ste 150 Culver City, California 90230 (310) 256-3830 sylvanculvercity@sylvanhms.com	Thomas Jung
8571	G&L Investments Inc.	Sylvan Learning of Huntington Beach 16052 Beach Blvd, Suite 105 Huntington Beach, California 92647 (714) 848-6072 sylvanhuntingtonbeach@sylvanhms.com	Linda Trinh Pham Ha Nhu Thanh Le
8573	Temple Corp	Sylvan Learning of Long Beach 5510 Britton Drive Long Beach, California 90815 (562) 429-8320 sylvanlongbeach@sylvanhms.com	Kiran Patel
8575	The Southern California Learning Corporation	Sylvan Learning of Tarzana 18840 Ventura Blvd, Suite 219 Tarzana, California 91356 (818) 742-9000 tarzana.ca@sylvanlearning.com	Todd Crabtree
8582	Central Coast Scholars, LLC	Sylvan Learning of San Luis Obispo 11982 Los Osos Valley Rd. San Luis Obispo, California 93405 (805) 540-9986 matt.shea@sylvanlearning.com	Matthew Shea
8584	Open Minds, LLC	Sylvan Learning of Hermosa Beach 1137 Aviation Blvd. Hermosa Beach, California 90254 (310) 341-3137 hermosasylvan@gmail.com	Amber Castillo
8585	The Southern California Learning Corporation	Sylvan Learning of Pasadena 527 S Lake Avenue, Suite 160 Pasadena, California 91101 (626) 689-4214 pasadena.ca@sylvanlearning.com	Todd Crabtree
8587	SANPACT, LLC	Sylvan Learning of Yorba Linda 19613 Yorba Linda Blvd. Yorba Linda, California 92886 (714) 340-0218 yorbalinga.ca@sylvanlearning.com	Sandeep Malik

Franchisees in Operation as of March 15, 2023

Center No.	Licensee	Center Address	Franchisee Name
8588	Student Advance Tutoring & Testing LLC	Sylvan Learning of Downey 10801 Downey Ave. Downey, California 90241 (562) 622-9210 adriene@sylvandowney.com	Adriene White
8589	EMM Investments LLC	Sylvan Learning of Santa Monica 1910 Lincoln Blvd. Santa Monica, California 90405 (424) 395-9555 SantaMonica.CA@sylvanlearning.com	Michael Guirguis Emad Guirguis Mina Guirguis
8590	D.D. & S. Learning Systems, Inc.	Sylvan Learning of Rancho Foothills 7273 Citrus Ave. #300 Fontana, California 92336 (909) 941-6863 Fontana.CA@sylvanlearning.com	Carli Ganet Frances Dyer James Dyer
8591	The Southern California Learning Corporation	Sylvan Learning of Glendale 741 Glenvia Street, Suite 201 Glendale, California 91206 (626) 423-6323 Glendale.CA@sylvanlearning.com	Todd Crabtree
8593	Denham Enterprises, LLC	Sylvan Learning of Del Mar 4653 Carmel Mountain Rd, Suite 304 San Diego, California 92130 (858) 413-9090 DelMar.CA@sylvanlearning.com	Chad Denham
8595	Coker Family Education Solutions Inc.	Sylvan Learning of Brentwood 11740 San Vicente Blvd. Suite 106 Los Angeles, California 90049 (424) 256-2640 BrentwoodLA.CA@sylvanlearning.com	Jerry Coker Bianca Coker
8596	Open Minds, LLC	Sylvan Learning of El Segundo 720-C S Allied Way El Segundo, California 90245 (310) 730-8083 ElSegundo.CA@sylvanlearning.com	Amber Castillo
8597	S5 Global, Inc.	Sylvan Learning of Pleasanton-West 7041 Koll Center Parkway, Suite 175 Pleasanton, California 94566 (408) 963-0804 VenkatBussa@sylvanfreemont.com	Venkat Bussa
1211	mspedu, llc	Sylvan Learning of Littleton 10143 West Chatfield Ave, Unit 13 Littleton, Colorado 80127 (303) 948-1870 littleton@sylvancolorado.com	Mishon Paul
1212	mspedu, llc	Sylvan Learning of Highlands Ranch & Lone Tree 9552 Park Meadows Drive, Suite 300 Lone Tree, Colorado 80124 (303) 220-8607 learn@sylvancolorado.com	Mishon Paul
1221	Colorado Coalition LLC	Sylvan Learning of Broomfield 3800 West 144th Ave, Suite 1300 Broomfield, Colorado 80023 (303) 920-7424 Broomfield.CO@sylvanlearning.com	Jennifer Bellestri Mark Bellestri Caroline Lindeman Christine Vallen
2408	Bartoli Educational Solutions, LLC	Sylvan Learning of Southbury 220 Main Street South, Suite 201 Southbury, Connecticut 06488 (203) 262-6464 sby.teach@gmail.com	Peter Bartoli
2418	Bartoli Educational Solutions, LLC	Sylvan Learning of Newington 95 Fenn Road Newington, Connecticut 06111 (860) 231-2429 central.ct@sylvanlearning.com	Peter Bartoli
2426	AMG Ventures, LLC	Sylvan Learning of Brookfield 243 Federal Road Brookfield, Connecticut 06804 (203) 775-9611 brookfield.ct@sylvanlearning.com	Arlene Garcia
2900	Enwisen Consulting Services, LLC	Sylvan Learning of Newark 258 Chapman Road, Suite 101 Newark, Delaware 19702 (302) 722-6445 Newark.DE@sylvanlearning.com	Meenakshi Tayal
2901	Enwisen Consulting Services, LLC	Sylvan Learning of Middletown 260 Dove Run Center Drive Middletown, Delaware 19709 (302) 722-8455 Middletown.DE@sylvanlearning.com	Meenakshi Tayal
2902	Blanshine Party of 5 L.L.C.	Sylvan Learning of Lewes 19409 Plantations Road, Suite 2 Rehoboth Beach, Delaware 19971 (302) 841-9637 Lewes.DE@sylvanlearning.com	Jason Blanshine

Franchisees in Operation as of March 15, 2023

Center No.	Licensee	Center Address	Franchisee Name
602	Virginia Sekula & David Sekula	Sylvan Learning of Orange Park 1414 Kingsley Avenue, Suite 4 Orange Park, Florida 32073-4509 (904) 269-2000 dssylvan@aol.com	Dave Sekula Ginny Sekula
604	Intellex Enterprises, Inc.	Sylvan Learning of Tampa - Carrollwood 3802 Ehrlich Road, Suite 204 Tampa, Florida 33624 (813) 968-4497 sylvan_cwd@tampabay.rr.com	Judy Johnson
605	GT Learning Group, LLC	Sylvan Learning of Ocala 3231 SE Maricamp Road Ocala, Florida 34471 (352) 622-6284 learning@sylvanocala.com	Gilley Spaude Tod Spaude
607	Achieve Learning Goals LLC	Sylvan Learning of South Lakeland 3730 Cleveland Heights Blvd, Suite 3 Lakeland, Florida 33813 (863) 647-1922 sylvandirectorfl@gmail.com	Deena Porter Andrew Porter
609	EduStation LLC	Sylvan Learning of Palm Harbor 2323 Curlew Road, Suite 6C Dunedin, Florida 34698 (727) 787-7323 director@sylvansp.com	Sultan (Sam) Jan
611	Remarkably You in Education, LLC	Sylvan Learning of Pensacola 2401 Executive Plaza, #8 Pensacola, Florida 32504 (850) 474-9022 pensacolasylvan@cox.net	Gloria Swardenski Sally Figueroa
617	Florida Learning Centers, Inc.	Sylvan Learning of Tallahassee 2811 Capital Circle, NE, Suite 3 Tallahassee, Florida 32308 (850) 385-8696 dmredinger@aol.com	Diane Redinger William Amt
621	Hiduke Learning Centers, Inc.	Sylvan Learning of Fort Myers 13720 Ben C Pratt Six Mile Cypress Pkwy, Suite 302 Fort Myers, Florida 33912 (239) 275-1130 caoilfhionn@sylvanswfl.com	Terrence Hiduke
627	Learn Time, LLC	Sylvan Learning of Lake Worth & Wellington 6139A Lake Worth Road Lake Worth, Florida 33463 (561) 432-0445 info@sylvan-lakeworth.com	Sheri Gray Michael Gray
629	GT Learning Group, LLC	Sylvan Learning of Gainesville 4961 NW 8th Ave, Suite A Gainesville, Florida 32605 (352) 371-6891 learning@sylvangainesville.com	Gilley Spaude Tod Spaude
633	EduStation LLC	Sylvan Learning of St. Petersburg 3275 66th Street N. Ste # 5 St. Petersburg, Florida 33710 (727) 347-6284 Director@Sylvansp.com	Sultan (Sam) Jan
648	Learn Time, LLC	Sylvan Learning of Jupiter - Palm Beach Gardens 2525 Military Trail, Suite 201 Jupiter, Florida 33458 (561) 203-7342 info@sylvan-jupiter.com	Sheri Gray Michael Gray
651	Great Star Tutoring and Special Course, LLC	Sylvan Learning of Kissimmee 2701 Michigan Avenue, Suite D Kissimmee, Florida 34744 (407) 944-9661 kissimmesylvan@gmail.com	William Ramos Da Silva
660	Virginia Sekula & David Sekula	Sylvan Learning of North Jacksonville 2255 Dunn Avenue, Suite 501 Jacksonville, Florida 32218 (904) 757-2220 info@firstcoastsylvan.com	Dave Sekula Ginny Sekula
663	Intellex Enterprises, Inc.	Sylvan Learning of Zephyrhills 38420 5th Ave Zephyrhills, Florida 33542 (813) 782-8219 sylvanzhpr@gmail.com	Judy Johnson
685	KAK Management LLC	Sylvan Learning of Clermont 1200 Oakley Seaver Dr, Ste. 201 Clermont, Florida 34711 (352) 241-4141 Clermont.FL@sylvanlearning.com	Kent Kolbow
698	Leitch Learning II, LLC	Sylvan Learning of Melbourne 3712 N. Wickham Road, Suite A Melbourne, Florida 32934 (321) 253-3463 melbournesylvan@gmail.com	Jane Leitch

Franchisees in Operation as of March 15, 2023

Center No.	Licensee	Center Address	Franchisee Name
8609	Galaxy Star Tutoring LLC	Sylvan Learning of Lake Mary 136 N. Fourth Street, Suite 1270 Lake Mary, Florida 32746 (407) 688-2017 william.superstar@hotmail.com	William Ramos Da Silva
8611	ENLIGHTEN EDUCATION SOLUTIONS, LLC.	Sylvan Learning of Aventura 3097 NE 163rd Street North Miami Beach, Florida 33160 (305) 936-0370 Aventura.FL@sylvanlearning.com	Manjunath Yerragunta
8612	ENLIGHTEN EDUCATION SOLUTIONS, LLC.	Sylvan Learning of Boca Raton 7154 Beracasa Way Boca Raton, Florida 33433 (561) 391-0707 BocaRaton.FL@sylvanlearning.com	Manjunath Yerragunta
8613	ENLIGHTEN EDUCATION SOLUTIONS, LLC.	Sylvan Learning of Pembroke Pines 12592 Pine Blvd., Suite 101 Pembroke Pines, Florida 33027 (954) 517-1802 PembrokePines.FL@sylvanlearning.com	Manjunath Yerragunta
8614	ENLIGHTEN EDUCATION SOLUTIONS, LLC.	Sylvan Learning of Kendall 12588A SW 88th Street Miami, Florida 33186 (305) 273-9366 Kendall.FL@sylvanlearning.com	Manjunath Yerragunta
8615	ENLIGHTEN EDUCATION SOLUTIONS, LLC.	Sylvan Learning of Coral Springs Coral Palm Plaza 2141 N. University Drive Coral Springs, Florida 33071 (954) 575-7410	Manjunath Yerragunta
8620	CLM Education, LLC	Sylvan Learning of Lakewood Ranch 11509 Palmbrush Trail, Suite 106 Lakewood Ranch, Florida 34202 (941) 920-0950 LakewoodRanch.FL@sylvanlearning.com	Christina Marziale
8622	CLM Education, LLC	Sylvan Learning of Sarasota 5549 Palmer Crossing Circle, Unit 7 Sarasota, Florida 34233 (941) 260-5840 Sarasota.FL@sylvanlearning.com	Christina Marziale
8623	American Star Tutoring and Special Courses LLC	Sylvan Learning of Ocoee 8945 West Colonial Drive Ocoee, Florida 34761 (407) 984-4269 Ocoee.FL@sylvanlearning.com	William Ramos Da Silva
8625	Remarkably You in Education, LLC	Sylvan Learning of the Emerald Coast 6 11th Ave, H3 Shalimar, Florida 32579 (850) 613-2424 emeraldcoast.fl@sylvanlearning.com	Gloria Swardenski Sally Figueroa
8626	Cultivating Shalom, LLC	Sylvan Learning of Oviedo 405 Alexandria Blvd, Suite 100 Oviedo, Florida 32765 (407) 986-3175 Oviedo.FL@SylvanLearning.com	Jason McCoskey Ana McCoskey
8628	Great Star Tutoring and Special Course, LLC	Sylvan Learning of Dr Phillips 7606 West Sand Lake Road Doctor Phillips, Florida 32819 (407) 250-4030 DrPhillips.FL@sylvanlearning.com	William Ramos Da Silva
8629	SUNSHINE EDUCATION SOLUTIONS LLC	Sylvan Learning of Apollo Beach 7130 Big Bend Road, Suite 110 Gibson, Florida 33534 (813) 535-6426 ApolloBeach.FL@sylvanlearning.com	Vanity Barr-Little
8630	Stine Global LLC	Sylvan Learning of Lake Nona 1364 S Narcoossee Road Saint Cloud, Florida 34771 (407) 498-4009 lakenona.fl@sylvanlearning.com	Kathleen Eversole Blake Stine
8632	Hiduke Learning Centers, Inc.	Sylvan Learning of Cape Coral 2708 Santa Barbara Blvd. Unit 105 Cape Coral, Florida 33914 (239) 800-5003 bradhansen@sylvanswfl.com	Terrence Hiduke
8633	Hiduke Learning Centers, Inc.	Sylvan Learning of Estero Bonita 10011 Estero Town Commons Pl, Unit 107 Estero, Florida 33928 (239) 319-5573 caoilfhionn@sylvanswfl.com	Terrence Hiduke
3006	KVDM, Inc.	Sylvan Learning of Columbus & Fort Benning 5256 Armour Rd. Columbus, Georgia 31904 (706) 563-9864 Kimberly.voltz@sylvanlearning.com	Blake Voltz Kimberly Voltz

Franchisees in Operation as of March 15, 2023

Center No.	Licensee	Center Address	Franchisee Name
3007	Empire Coaching LLC	Sylvan Learning of Savannah 340 Eisenhower Dr, Building 100 Savannah, Georgia 31406 (912) 355-2267 dinopapa@sylvan3007.com	Dino Papadopoulos
3010	Ga Learning Ventures, Inc	Sylvan Learning of Augusta 229 Furys Ferry Road, Suite 119 Augusta, Georgia 30907 (706) 868-1888 scsylvan@comcast.net	Kelly Conway
3023	Learned Success, Inc.	Sylvan Learning of Rome 201 Turner McCall Blvd. Rome, Georgia 30165 (706) 295-3484 sylvanofrome@yahoo.com	Angela Baron
3024	Florida Learning Centers, Inc.	Sylvan Learning of Valdosta 1709 River Street Valdosta, Georgia 31601 (229) 245-0381 dmredinger@aol.com	Diane Redinger William Amt
3076	Learned Success, Inc.	Sylvan Learning of Cartersville 927 Joe Frank Harris Parkway Cartersville, Georgia 30120 (678) 721-6661 sylvanofcartersville@yahoo.com	Angela Baron
3077	Dinhmily Education, LLC	Sylvan Learning of Alpharetta 3960 Old Milton Pkwy, Ste. 200 Alpharetta, Georgia 30005 (470) 648-0919 Alpharetta.GA@sylvanlearning.com	An Hong Tran
3102	Kahala Academic Center, Inc.	Sylvan Learning of Kahala - Honolulu 4211 Waiialae Avenue Kahala Mall, Suite 30 Honolulu, Hawaii 96816 (808) 735-8811 info@sylvankahala.com	Sam Kim Pamela Lee
3104	Inspired Education, LLC	Sylvan Learning of Mililani 95-1249 Meheula Pkwy, Ste. 198 Mililani, Hawaii 96789 (808) 623-0808 info@sylvanmililani.com	Kai Lee Awaya-Yoder Tobin Yoder
2018	Daksh Academy LLC	Sylvan Learning of Boise 30 S. Cole Road Boise, Idaho 83709 (208) 918-8150 sylvan.learning.boise@gmail.com	Sudhaker Chhabra
3203	F&O Ventures Co.	Sylvan Learning of Bloomington / Normal 211 Landmark, Building D, Suite 5, 6, 7 Normal, Illinois 61761 (309) 662-8537 contact@sylvannormal.com	Vanessa Ross Phillip Ross
3204	F&O Ventures Co.	Sylvan Learning of Springfield 2735 South 6th Street Springfield, Illinois 62703 (217) 546-0009 Directors@SpringfieldSylvan.com	Vanessa Ross Phillip Ross
3207	F&O Ventures Co.	Sylvan Learning of Peoria 7501 N. University, Suite 218 Peoria, Illinois 61614 (309) 683-3601 contact@sylvanpeoria.com	Vanessa Ross Phillip Ross
3224	J&N Education Services, LLC	Sylvan Learning of O'Fallon 124 Springfield Court, Suite 200 O'Fallon, Illinois 62269 (618) 628-0018 ofallon.il@sylvanlearning.com	Judy Cornell
3235	Grand Education, LLC	Sylvan Learning of Edwardsville 6A Glen Ed Professional Park Glen Carbon, Illinois 62034 (618) 656-0500 sabrinasylvan@sbcglobal.net	Misty Menossi Leonard Rakers
3237	Learning Solutions, Inc.	Sylvan Learning of Plainfield 24012 W. Main Street, Suite 104 Plainfield, Illinois 60544 (815) 609-7111 plainfield.il@sylvanlearning.com	Daniel Callahan Margaret Callahan
3248	Assured Educational Services, Inc.	Sylvan Learning of Naperville 1292 Rickert Drive, Suite 148 Naperville, Illinois 60540 (630) 778-7200 sylvan.naperville@comcast.net	Kevin Smith Marjorie Smith

Franchisees in Operation as of March 15, 2023

Center No.	Licensee	Center Address	Franchisee Name
3251	JAKD, LLC	Sylvan Learning of Orland/Tinley Park 9501 W 171st Street Tinley Park, Illinois 60487 (708) 429-1072 tinleysylvan@sbcglobal.net	Andrea Cronin James Cronin
3254	Ellkendan Education LLC	Sylvan Learning of Schaumburg 25 N. Roselle Rd. Schaumburg, Illinois 60194 (847) 301-2700 schaumburg.il@sylvanlearning.com	Kenneth Fryszak
3256	Tree of Knowledge, Inc.	Sylvan Learning of Forest Park/Oak Park 7217 W. Madison Street Forest Park, Illinois 60130 (708) 488-0161 forestpark.il@sylvanlearning.com	Robert Keller
3258	Ellkendan Education LLC	Sylvan Learning of Lake Zurich 745 W State Rte 22 Lake Zurich, Illinois 60047 (847) 382-7755 sylvan.lakezurich@sylvanlearning.com	Kenneth Fryszak
3259	NIAA LLC	Sylvan Learning of Gurnee 495 N. Riverside Drive #113 Gurnee, Illinois 60031 (847) 625-2660 sylvan.gurnee@sylvanlearning.com	Chhaya Dave Sandip Chatterjee
3262	Bauer James Inc.	Sylvan Learning of Skokie 7136 N. Carpenter Road Skokie, Illinois 60077 (847) 329-5267 michellem@sylvanacademics.com	Elizabeth Samartzis
3263	Bauer James Inc.	Sylvan Learning of Oak Lawn-Evergreen Park 10338 South Cicero Avenue Oaklawn, Illinois 60453 (708) 425-3114 dinad@sylvanacademics.com	Elizabeth Samartzis
3265	K12 Inc.	Sylvan Learning of Chicago 1609 S. Halsted Street Chicago, Illinois 60608 (312) 226-3306 educateuv@sylvank12.com	Nawaz Malik
3290	KHL Investments Inc.	Sylvan Learning of Algonquin 1640 S. Randall Road Algonquin, Illinois 60102 (847) 854-4436 Algonquin.IL@sylvanlearning.com	Nontaporn Kongkaeow
3291	KHL Investments Inc.	Sylvan Learning of St. Charles 1950 W. Main Street Saint Charles, Illinois 60174 (847) 841-1771 sylvanlearning.stcharlesil@gmail.com	Nontaporn Kongkaeow
3292	NIAA LLC	Sylvan Learning of Vernon Hills 945 Lakeview #180 Vernon Hills, Illinois 60061 (224) 543-1120 vernonhills.il@sylvanlearning.com	Chhaya Dave Sandip Chatterjee
3293	Bauer James Inc.	Sylvan Learning of Glenview 1107 Waukegan Road Glenview, Illinois 60025 (312) 208-3184 Glenview.IL@sylvanlearning.com	Elizabeth Samartzis
1800	KIK Management, LLC	Sylvan Learning of Carmel 1400 S Guilford Road, Suite 100 Carmel, Indiana 46032 (317) 257-6703 sylvan1800@comcast.net	Kent Kolbow
1801	KIK Management, LLC	Sylvan Learning of South Indianapolis 862 South State Road 135, Suite A Greenwood, Indiana 46142 (317) 888-0438 sylvan1801@comcast.net	Kent Kolbow
1802	KIK Management, LLC	Sylvan Learning of West Indianapolis 302 North Dan Jones Rd, Suite 115 Plainfield, Indiana 46168 (317) 247-7664 sylvan1802@comcast.net	Kent Kolbow
1805	KCK LLC	Sylvan Learning of North Fort Wayne 10016 Auburn Park Dr Fort Wayne, Indiana 46825 (260) 485-1330 woblok@earthlink.net	Kent Kolbow
1806	KCK LLC	Sylvan Learning of Fort Wayne 6227 Covington Road Fort Wayne, Indiana 46804 (260) 436-2710 sylvansouth@sylvanfw.com	Kent Kolbow

Franchisees in Operation as of March 15, 2023

Center No.	Licensee	Center Address	Franchisee Name
1807	Charlotte Jolly and Janet Crocker	Sylvan Learning of Evansville 923 South Kenmore Drive Hebron Office Plaza Evansville, Indiana 47714 (812) 479-1150 SLC1807@aol.com	Janet Crocker Charlotte Jolly
1808	KLC Management, Inc.	Sylvan Learning of Elkhart 1001 Parkway Avenue, Suite 4 Elkhart, Indiana 46516 (574) 264-2223 Elkhart.in@sylvanlearning.com	Kent Kolbow
1810	Educare, Inc.	Sylvan Learning of Lafayette 4050 Britt Farm Drive, Suite A Lafayette, Indiana 47905 (765) 447-5996 anna@lafayettesylvan.com	Carol Galbraith
1811	KLC Management, Inc.	Sylvan Learning of Mishawaka 3005 Grape Road, Suite A Mishawaka, Indiana 46545 (574) 254-1055 woblok@earthlink.net	Kent Kolbow
1812	KSK Management LLC	Sylvan Learning of Schererville 958 W. US Highway 30 Schererville, Indiana 46375 (219) 322-5535 sylvan1812@sbcglobal.net	Kent Kolbow
1814	ExNii, LLP	Sylvan Learning of Columbus Center 3126 North National Road Columbus, Indiana 47201 (812) 372-2104 columbus@gosylvan.com	Greg Moore Tamayo Fukumoto
1821	DCSK Management, LLC	Sylvan Learning of Fishers 11740 Brooks School Rd, Suite A Fishers, Indiana 46038 (317) 913-0963 fishers.in@sylvanlearning.com	Kent Kolbow Sarah Miller
1832	ExNii, LLP	Sylvan Learning of Bloomington Center 2088 Liberty Drive Liberty Crossing Shoppes, Suite 109 Bloomington, Indiana 47403 (812) 330-0900 bloomington@gosylvan.com	Greg Moore Tamayo Fukumoto
1833	ExNii, LLP	Sylvan Learning of Franklin Center 735 Commerce Drive Franklin, Indiana 46131 (317) 346-6604 franklin@gosylvan.com	Greg Moore Tamayo Fukumoto
1836	KSK Management LLC	Sylvan Learning of Merrillville 1070 W. 84th Drive Merrillville, Indiana 46410 (219) 736-1113 sylvan1836@yahoo.com	Kent Kolbow
1837	KSK Management LLC	Sylvan Learning of Valparaiso 2500 Calumet Avenue Valparaiso, Indiana 46383 (219) 707-5074 valparaiso.in@sylvanlearning.com	Kent Kolbow
3307	FCH, LLC	Sylvan Learning of Ames 4820 Mortensen Road, Suite 101 Ames, Iowa 50014 (515) 956-3366 ames@iowa-sylvan.com	Jeff Hohensee April Samp
3312	FCH, LLC	Sylvan Learning of Johnston & Des Moines 8707 N Park Court Johnston, Iowa 50131 (515) 867-8000 dsm@iowa-sylvan.com	Jeff Hohensee April Samp
3313	FCH, LLC	Sylvan Learning of Hiawatha 1854 Boyson Road Hiawatha, Iowa 52233 (319) 393-0000 cedarrapids@iowa-sylvan.com	Jeff Hohensee April Samp
3314	FCH, LLC	Sylvan Learning of Coralville 1100 5th Street, Suite 105 Coralville, Iowa 52241 (319) 351-9343 coralville@iowa-sylvan.com	Jeff Hohensee April Samp
1500	Spearhead Investments, LLC	Sylvan Learning of Shawnee 22046 West 66th Street Shawnee, Kansas 66226 (913) 543-6085 pamela.webb@sylvans.com	Peter Anderberg III Peter Anderberg

Franchisees in Operation as of March 15, 2023

Center No.	Licensee	Center Address	Franchisee Name
1504	Spearhead Investments, LLC	Sylvan Learning of Topeka 2800 Wanamaker, Suite 140 Topeka, Kansas 66614 (785) 272-6284 Kirstin.palermo@sylvanks.com	Peter Anderberg III Peter Anderberg
1505	Spearhead Investments, LLC	Sylvan Learning of Lawrence 721 Wakarusa Drive, Suite 104 Lawrence, Kansas 66049 (785) 842-6284 kirstin.palermo@sylvanks.com	Peter Anderberg III Peter Anderberg
1506	Spearhead Investments, LLC	Sylvan Learning of Manhattan 3208 Kimball Ave, Candlewood Center Manhattan, Kansas 66503 (785) 587-8800 Kirstin.palermo@sylvanks.com	Peter Anderberg III Peter Anderberg
1509	Spearhead Investments, LLC	Sylvan Learning of Overland Park 9165 W 133rd Street Overland Park, Kansas 66213 (913) 681-1141 Joan.Anderberg@sylvanks.com	Peter Anderberg III Peter Anderberg
1510	A+ Tutoring of Wichita LLC	Sylvan Learning of Wichita 8343 E. 32nd St. N, Ste. 125A Wichita, Kansas 67226 (316) 260-6811 Wichita.ks@sylvanlearning.com	Hazel Darrow
1106	Steve Bright	Sylvan Learning of Paducah 2856 Lone Oak Road Paducah, Kentucky 42003 (270) 554-4111 sylvan@sylvanpaducah.com	Steve Bright
1132	ITnet Consulting Group, LLC	Sylvan Learning of Crestview Hills 576 Centre View Blvd Crestview Hills, Kentucky 41017 (859) 344-5080 crestviewhills.ky@sylvanlearning.com	Madhu Sanakari Supraja Sanakari
1133	Coalescent Ventures, LLC	Sylvan Learning of Louisville 6413 Bardstown Road Louisville, Kentucky 40291 (502) 231-1717 ferncreek.ky@sylvanlearning.com	Jason Mucci
1301	Cusanza Enterprises II, LLC	Sylvan Learning of Metairie & New Orleans 4449 N Interstate 10 Service Rd. W. Metairie, Louisiana 70006 (504) 885-5327 sylvan1301@gmail.com	Sal Cusanza
1303	Academic Technology Corp., LLC	Sylvan Learning of Lafayette 221 North College Road Lafayette, Louisiana 70506 (337) 232-7323 sylvanlafayette@sylvanacadiana.com	Troy Sharon Christy Sharon
1304	Cusanza Enterprises IV, LLC	Sylvan Learning of Baton Rouge - Bluebonnet 7584 Bluebonnet Blvd, Suite D Baton Rouge, Louisiana 70810 (225) 291-7323 sylvan1304@gmail.com	Sal Cusanza
1305	Cusanza Enterprises V, LLC	Sylvan Learning of Harvey 1901 Manhattan Blvd, B-102 Harvey, Louisiana 70058 (504) 324-7717 sylvan1305@gmail.com	Sal Cusanza
1307	Miles Maffett Recordings LLC	Sylvan Learning of Alexandria 1264 Canterbury Drive Alexandria, Louisiana 71303 (318) 443-0949 milesmaffett@yahoo.com	Michael Maffett Margaret Maffett Stephen Maffett
1312	Cusanza Enterprises, LLC	Sylvan Learning of Slidell 58465 Tyler Street, Suite 7 Slidell, Louisiana 70461 (985) 641-0343 sylvan1312@gmail.com	Sal Cusanza
1314	Academic Technology Corp., LLC	Sylvan Learning of New Iberia 1000 Parkview Drive, Suite 10 New Iberia, Louisiana 70560 (337) 369-1543 sylvannewiberia@sylvanacadiana.com	Troy Sharon Christy Sharon
1320	Anne Marie Naquin and John Cinnater	Sylvan Learning of Houma 657 Corporate Drive, Suite A Houma, Louisiana 70360 (985) 223-3798 annemarie@sylvanhouma.com	Anne Marie Naquin John Cinnater
1322	Cusanza Enterprises IV, LLC	Sylvan Learning of Gonzales 2113 South Burnside (Hwy. 44) Gonzales, Louisiana 70737 (225) 644-7323 sylvan1322@gmail.com	Sal Cusanza

Franchisees in Operation as of March 15, 2023

Center No.	Licensee	Center Address	Franchisee Name
3545	Lakeside Learning, LLC	Sylvan Learning of Garrett County 23789 Garrett Highway, Suite 3 McHenry, Maryland 21541 (240) 442-5873 Garrettcountry.md@sylvanlearning.com	Katelyn O'Brien Suzan O'Brien
2538	Rosina Marie, Inc.	Sylvan Learning of Peabody/Danvers 85 Andover Street Danvers, Massachusetts 01923 (978) 208-2010 learn@northshoresylvan.com	Rosina LeBlanc
2539	Burlington Learning, Inc.	Sylvan Learning of Woburn and Burlington 400 Tradecenter Dr, Suite 1910 Woburn, Massachusetts 01801 (781) 933-9480 learn@burlingtonsylvan.com	Rosina LeBlanc
2540	SUKH LLC	Sylvan Learning of Westford 160 Littleton Road, Suite 5 Westford, Massachusetts 01886 (978) 799-9035 Westford.MA@sylvanlearning.com	Smita Thakkar
2541	Capstone Education Inc.	Sylvan Learning of Weymouth 646 Middle Street Weymouth, Massachusetts 02189 (781) 247-5402 sylvan.weymouth@unlockedlearning.info	Eui Choi Eun Kyung Song
2542	Capstone Education Inc.	Sylvan Learning of Brookline 44 Washington Street, Suite 105A Brookline, Massachusetts 02445 (617) 264-4150 Brookline.MA@sylvanlearning.com	Eui Choi Eun Kyung Song
2300	COT, LLC	Sylvan Learning of Ann Arbor 1601 Briarwood Circle, Suite 300 Ann Arbor, Michigan 48108 (734) 665-7323 annarbor.mi@sylvanlearning.com	Jessica Rollins George Rollins
2301	Rusthoven Management Company	Sylvan Learning of Grand Rapids 3910 Burton Street S.E, Suite 102 Grand Rapids, Michigan 49546 (616) 957-4617 GrandRapids.MI@sylvanlearning.com	Rick Rusthoven
2303	Rusthoven Management Company	Sylvan Learning of Portage 1350 West Centre Avenue, Suite 120 Portage, Michigan 49024 (269) 327-5237 Portage.MI@sylvanlearning.com	Rick Rusthoven
2304	Rusthoven Management Company	Sylvan Learning of Grandville 4330 44th Street, Suite 101 Grandville, Michigan 49418 (616) 530-8488 Grandville.MI@sylvanlearning.com	Rick Rusthoven
2305	K. J. & J. Ltd.	Sylvan Learning of Troy 3290 West Big Beaver, Suite 160 Troy, Michigan 48084 (248) 822-7188 sylvanoftroy@gmail.com	Linda Hoagland
2306	COT, LLC	Sylvan Learning of Lansing/East Lansing 2500 Kerry Street, Suite 100 Lansing, Michigan 48912 (517) 372-7410 sylvanlansing@sbcglobal.net	Jessica Rollins George Rollins
2307	Mobi, LLC	Sylvan Learning of West Bloomfield 5829 West Maple, Suite 127 West Bloomfield, Michigan 48322 (248) 737-2880 sylvanlivo@aol.com	Christopher Sesi
2308	COT, LLC	Sylvan Learning of Novi 22034 Novi Road, Oakpoint Plaza Novi, Michigan 48375 (248) 344-1474 novi.mi@sylvanlearning.com	Jessica Rollins George Rollins
2309	COT, LLC	Sylvan Learning of Jackson 3343 Spring Arbor Road, Suite 100 Jackson, Michigan 49203 (517) 787-9180 sylvanjackson@sbcglobal.net	Jessica Rollins George Rollins
2312	Mobi, LLC	Sylvan Learning of Livonia 37727 Professional Center Drive, Suite 130 Livonia, Michigan 48154 (734) 462-1132 sylvanlivo@aol.com	Christopher Sesi
2313	Rusthoven Management Company	Sylvan Learning of Muskegon 5890 S. Harvey Muskegon, Michigan 49441 (231) 799-0613 Muskegon.MI@sylvanlearning.com	Rick Rusthoven

Franchisees in Operation as of March 15, 2023

Center No.	Licensee	Center Address	Franchisee Name
2314	K. J. & J. Ltd.	Sylvan Learning of Sterling Heights 11080 Hall Road, Suite B Sterling Heights, Michigan 48314 (586) 739-0270 sylvanofmacomb@gmail.com	Linda Hoagland
2315	COT, LLC	Sylvan Learning of Brighton 10407 East Grand River, Suite 800 Brighton, Michigan 48116 (810) 227-1800 sylvanbrighton@sbcglobal.net	Jessica Rollins George Rollins
2317	Edvantage Tutoring, Inc.	Sylvan Learning of Saginaw 3913 Bay Road Saginaw, Michigan 48603 (989) 791-0088 saginaw.mi@sylvanlearning.com	Kai Lee Awaya-Yoder Tobin Yoder
2319	COT, LLC	Sylvan Learning of Grand Blanc 8185 Holly Road, Suite 3 Grand Blanc, Michigan 48439 (810) 233-4600 sylvanflint@gmail.com	Jessica Rollins George Rollins
2322	Mobi, LLC	Sylvan Learning of Dearborn 2040 Monroe Street Dearborn, Michigan 48124 (313) 724-1500 SylvanDbn@aol.com	Christopher Sesi
2334	Mobi, LLC	Sylvan Learning of N. Canton 7752 Canton Center Road Canton, Michigan 48187 (734) 451-3461 sylvancanton@aol.com	Christopher Sesi
2336	Edvantage Tutoring, Inc.	Sylvan Learning of Midland 108 A West Wackerly Midland, Michigan 48640 (989) 633-9515 midland.mi@sylvanlearning.com	Kai Lee Awaya-Yoder Tobin Yoder
2349	Rusthoven Management Company	Sylvan Learning of Rockford 6840 Northway Dr. NE Rockford, Michigan 49341 (616) 863-8835 Rockford.MI@sylvanlearning.com	Rick Rusthoven
801	Briannca, Inc.	Sylvan Learning of Minnetonka 10580 Wayzata Blvd, Suite 250 Minnetonka, Minnesota 55305 (952) 544-6253 info@sylvanmtka.com	Gail Bregi
817	Briannca, Inc.	Sylvan Learning of Chaska 172 Pioneer Trail Chaska, Minnesota 55318 (952) 466-3838 info@sylvanchaska.com	Gail Bregi
832	AB Learning, Inc.	Sylvan Learning of Rosemount-Eagan 15035 Crestone Avenue W Rosemount, Minnesota 55068 (952) 236-9090 annetteb@sylvaneagan.com	Annette Braaten
833	Bliss Education Resources, LLC	Sylvan Learning of Rochester 154 17th Ave. NW Rochester, Minnesota 55901 (507) 258-6036 learn@sylvanrochester.com	Jennifer Blissenbach David Blissenbach
834	Alldaymk LLC	Sylvan Learning of Bloomington 8417 Lyndale Ave. S. Bloomington, Minnesota 55420 (952) 831-5351 bloomington.mn@sylvanlearning.com	Michael Kelley
835	Alldaymk LLC	Sylvan Learning of Coon Rapids 12697 Riverdale Blvd NW, Suite 205 Coon Rapids, Minnesota 55448 (763) 712-1118 CoonRapids.MN@sylvanlearning.com	Michael Kelley
836	Alldaymk LLC	Sylvan Learning of Burnsville 170 Cobblestone Lane Burnsville, Minnesota 55337 (952) 435-6603 Burnsville.MN@sylvanlearning.com	Michael Kelley
837	Alldaymk LLC	Sylvan Learning of Woodbury 9900 Valley Creek Road, Suite 150 Woodbury, Minnesota 55125 (651) 702-6690 Woodbury.MN@sylvanlearning.com	Michael Kelley
838	Alldaymk LLC	Sylvan Learning of Roseville 1913 MN-36 Roseville, Minnesota 55113 (651) 639-1350 Roseville.MN@sylvanlearning.com	Michael Kelley

Franchisees in Operation as of March 15, 2023

Center No.	Licensee	Center Address	Franchisee Name
839	Alldaymk LLC	Sylvan Learning of Maple Grove 7928 Main Street North Maple Grove, Minnesota 55369 (763) 494-9676 MapleGrove.MN@sylvanlearning.com	Michael Kelley
840	Alldaymk LLC	Sylvan Learning of Saint Paul 614 Snelling Avenue South Saint Paul, Minnesota 55116 (651) 583-5500 SaintPaul.MN@sylvanlearning.com	Michael Kelley
843	Alldaymk LLC	Sylvan Learning of Minneapolis-Edina 6550 York Ave S, Suite 119 Edina, Minnesota 55435 (651) 374-4396 edina.mn@sylvanlearning.com	Michael Kelley
844	Alldaymk LLC	Sylvan Learning of Eden Prairie 14675 Martin Drive Eden Prairie, Minnesota 55344 (651) 374-4383 edenprairie.mn@sylvanlearning.com	Michael Kelley
3600	Euell Ventures LLC	Sylvan Learning of Jackson 4915 I-55 North, Suite 106A P.O. Box 13275 Jackson, Mississippi 39206 (601) 366-6400	William Harrison
3613	Euell Ventures LLC	Sylvan Learning of Gulfport 28 Pass Road Gulfport, Mississippi 39507 (228) 207-0331 info@gulfportsylvan.com	William Harrison
700	Educating Tomorrow's Future, LLC	Sylvan Learning of Springfield 1830 E Independence St. Springfield, Missouri 65804 (417) 268-9392 kristensylvan@sbcglobal.net	Kristen Fischer Chris Fischer
702	Guide & Grow LLC	Sylvan Learning of Ballwin 14248 G Manchester Rd. Ballwin, Missouri 63011 (636) 394-3104 ballwin@sylvantutors.net	Navdeep Batra Anil Batra
703	The Walls Speak LLC	Sylvan Learning of Olivette 9338 Olive Boulevard, Suite 110 St. Louis, Missouri 63132 (314) 997-3035 robbie@robbiewalls.com	Cardies (Dino) Walls Robbie Walls
705	SLC of Lee's Summit, Inc.	Sylvan Learning of Lee's Summit 1184 Douglas Street Lee's Summit, Missouri 64086 (816) 525-4500 tricia.sylvan.ls@gmail.com	Larry Finkemeier
706	Guide & Grow LLC	Sylvan Learning of St. Peters 4504 Mid Rivers Mall Dr. St. Peters, Missouri 63376 (636) 441-1212 stpeters@sylvantutors.net	Navdeep Batra Anil Batra
707	Educating Tomorrow's Future, LLC	Sylvan Learning of Kansas City North 8409 N. Main (Barry Rd and N. Main) Kansas City, Missouri 64155 (816) 468-7900 barbara.sylvan@gmail.com	Chris Fischer Kristen Fischer
733	Guide & Grow LLC	Sylvan Learning of Lake St. Louis 141 Civic Center Drive Lake St. Louis, Missouri 63367 (636) 265-2580 lakestl@sylvantutors.net	Navdeep Batra Anil Batra
735	KMB Solutions LLC	Sylvan Learning of Columbia 3301 Broadway Business Park, Suite B Columbia, Missouri 65203 (573) 446-0310 Columbia.MO@sylvanlearning.com	Melanie Bowers Kyle Bowers
3700	Valor Learning, LLC	Sylvan Learning of Billings 2103 Central Ave. Billings, Montana 59102 (406) 656-4646 olga.prather@sylvanlearning.com	Olga Prather Darcell Stracke
3701	Ronald & Charlene Kautzman, Kristel Callahan	Sylvan Learning of Butte 1941 Harrison Ave, Suite D Butte, Montana 59701 (406) 782-5700 sylvan@sylvanbutte.com	Ronald Kautzman Charlene Kautzman Kristel Callahan
3702	Ronald & Charlene Kautzman, Kristel Callahan	Sylvan Learning of Helena 1075 N. Rodney, Suite 111 Helena, Montana 59601 (406) 443-9205 sylvanhelena@montana.com	Ronald Kautzman Charlene Kautzman Kristel Callahan

Franchisees in Operation as of March 15, 2023

Center No.	Licensee	Center Address	Franchisee Name
3800	Partners In Learning, Inc.	Sylvan Learning of Omaha 16613 Polk Street Omaha, Nebraska 68135 (402) 884-8731 bmcdermott@nesylvan.com	Gregory Roh Marissa Roh
3804	Partners in Learning, Inc.	Sylvan Learning of Lincoln 3900 Yankee Hill Road, #113 Lincoln, Nebraska 68516 (402) 423-8833 Rose.Pojar@SylvanLearning.com	Gregory Roh Marissa Roh
3808	Partners in Learning, Inc.	Sylvan Learning of Bellevue 3615 Summit Plaza Dr. #103 Bellevue, Nebraska 68123 (402) 403-0255 afolks@nesylvan.com	Gregory Roh Marissa Roh
3815	Partners in Learning, Inc.	Sylvan Learning of Northwest Omaha 15475 Ruggles Street #113 Omaha, Nebraska 68116 (402) 268-0585 nwomaha.ne@sylvanlearning.com	Gregory Roh Marissa Roh
2209	Grant Learning LV, LLC	Sylvan Learning of Henderson 10895 S. Eastern Ave. #160 Henderson, Nevada 89052 (702) 795-7323 sylvangreenvalley@gmail.com	Carole Grant Karen Grant Frank Grant IV
2210	Grant Learning LV, LLC	Sylvan Learning of Las Vegas, West 9330 W Sahara Ave Suite 130 Las Vegas, Nevada 89117 (702) 876-4090 sylvanlasvegas@gmail.com	Carole Grant Karen Grant Frank Grant IV
2216	BergLynn LLC	Sylvan Learning of Las Vegas, Southwest 6070 S. Rainbow Blvd, Ste 4 Las Vegas, Nevada 89118 (725) 205-3533 LasVegas-SW.NV@sylvanlearning.com	Joann Berg-Lynn Terrence Lynn II
2217	JTBIUS INVESTMENTS, NV LLC	Sylvan Learning of Blue Diamond / Mountain's Edge 8180 Blue Diamond Road Ste. 140 Blue Diamond, Nevada 89178 (702) 410-5140 BlueDiamond.NV@Sylvanlearning.com	Tina Herrera
4004	DJS Educational Consultants, Inc.	Sylvan Learning of Bedford 72 South River Road Bedford, New Hampshire 03110 (603) 622-7772 denisetompkins@comcast.net	Denise Tompkins James Tompkins
4009	Capstone Education Inc.	Sylvan Learning of Portsmouth 800 Islington Street, Unit 10-B Portsmouth, New Hampshire 03801 (603) 819-4509 Sylvan.Portsmouth@UnlockedLearning.info	Eui Choi Eun Kyung Song
4010	Capstone Education Inc.	Sylvan Learning of Salem 240 North Broadway, Suite E Salem, New Hampshire 03079 (603) 952-4014 sylvan.salem@unlockedlearning.info	Eui Choi Eun Kyung Song
4104	True Potential Group, LLC	Sylvan Learning of Hamilton Township 3635 Quakerbridge Rd University Office Plaza Hamilton Township, New Jersey 8619 (609) 588-9037	Mark Kance
4106	Thunderstruck, Inc.	Sylvan Learning of Teaneck 1086 Teaneck Road Teaneck, New Jersey 07666 (201) 837-0049 yoursylvan@gmail.com	Anthony DiGiacomo
4108	Nancy Velisek & Frank Velisek	Sylvan Learning of East Brunswick 754 Route 18, Suite 103 East Brunswick, New Jersey 08816 (732) 390-4040 sylvan.eastbrunswick@gmail.com	Frank Velisek Nancy Velisek
4110	Lorocco & Levine LLC	Sylvan Learning of Caldwell 380 Bloomfield Avenue Caldwell, New Jersey 07006 (973) 228-8693 sylvancaldwell@gmail.com	Brian LoRocco Edward Levine
4119	Brain Shake, Inc.	Sylvan Learning of Fair Lawn 33-00 Broadway Fair Lawn, New Jersey 07410 (201) 794-6798 fairlawnsylvan@optonline.net	Anthony DiGiacomo
4128	SDP Learning, Inc.	Sylvan Learning of Cranford 123 North Union Ave. Cranford, New Jersey 07016 (908) 709-0202 cranfordslvn@gmail.com	Lainia Bohen William Bohen

Franchisees in Operation as of March 15, 2023

Center No.	Licensee	Center Address	Franchisee Name
4138	SDP Learning, Inc.	Sylvan Learning of Nutley 240 Franklin Avenue Nutley, New Jersey 07110 (973) 667-4580 sylvannutley@yahoo.com	Lainia Bohen William Bohen
4141	Balaji Laxmi Inc.	Sylvan Learning of Marlton 751 Route 73 North Marlton, New Jersey 08053 (856) 596-8455 sylvanexec@slcmarlton.com	Sumit Anand
4150	Bright Future Global Consulting and Education	Sylvan Learning of Woodbridge 1009 St. Georges Avenue #3 Woodbridge, New Jersey 07067 (908) 463-7207 woodbridge.nj@sylvanlearning.com	Wayne Davis Kwame Davis
4151	Elite Youth Educational Services LLC	Sylvan Learning of Edison 1110 Route 1 N Edison, New Jersey 08817 (848) 229-2024 Edison.NJ@sylvanlearning.com	Nadia Hernandez Rick Hernandez Rachel Hernandez
1900	HMJ Enterprises, Inc.	Sylvan Learning of East Albuquerque 10555 Montgomery NE, Suite 70 Albuquerque, New Mexico 87111 (505) 296-1155 sylvan1900@sylvanhmj.com	Susan Fairbairn Robert Jones
1901	HMJ Enterprises, Inc.	Sylvan Learning of Albuquerque 10200 Golf Course Road NW, Suite G Albuquerque, New Mexico 87114 (505) 899-3061 sylvan1901@sylvanhmj.com	Susan Fairbairn Robert Jones
1903	Rydholm, Inc.	Sylvan Learning of Las Cruces 3050 North Roadrunner Pkwy, Ste C, Unit 2 Las Cruces, New Mexico 88011 (575) 532-9005 sylvan.lascruces@rydinc.com	Ian Rydholm Richard Rydholm
1905	Global Tutoring Network LLC	Sylvan Learning of Alamogordo 500 Tenth Street, Suite 304 Alamogordo, New Mexico 88310 (575) 491-0545 Alamogordo.NM@sylvanlearning.com	Israel Cordero
4202	Niche Learning LLC	Sylvan Learning of White Plains 34 S. Broadway, Suite 512 White Plains, New York 10601 (914) 948-4116 sylvan4202@msn.com	Gregory Caruso
4218	Personal Educational Trainers, Inc.	Sylvan Learning of Rochester & Pittsford 3300 Monroe Avenue Rochester, New York 14618 (585) 385-9480 steron@frontiernet.net	Carol Steron
4219	KD LionStar, LLC	Sylvan Learning of Buffalo 8180 Main Street Williamsville, New York 14221 (716) 580-3566 amherst@sylvanwny.com	Kristen Maines
4226	Transforming Lives, Inc.	Sylvan Learning of Albany Washington Avenue Extension Pine West Plaza, Building 1A Albany, New York 12205 (518) 869-6005	Transforming Lives, Inc.
4231	Good Apple Achievement LLC	Sylvan Learning of Rego Park 16-50 Utopia Parkway Whitestone, New York 11357 (718) 997-8640 regopark.info@sylvannyc.com	Grace Wen Jay Lin
4241	Personal Educational Trainers of Greece, Inc.	Sylvan Learning of Rochester & Greece 1600 West Ridge Road Rochester, New York 14615 (585) 663-6226 greece@sylvanlearningny.com	Carol Steron Scott Steron Susan Steron-Herbison
4243	Niche Learning LLC	Sylvan Learning of Bronxville/Yonkers 850 Bronx River Road, Suite 104 Bronxville, New York 10708-7095 (914) 237-4396 bronxville.ny@sylvanlearning.com	Gregory Caruso
4246	Transforming Lives, Inc.	Sylvan Learning of Clifton Park 10 Maxwell Drive, Suite 201 Clifton Park, New York 12065 (518) 373-7995 pmcnamara@sylvanlearningcenter.org	Transforming Lives, Inc.
4275	Excellence and Beyond, Inc.	Sylvan Learning of Port Washington 23 Main Street Port Washington, New York 11050 (516) 303-9955 sylvan.portwashington@sylvanlearning.com	Lisa Yeung Wing Ng

Franchisees in Operation as of March 15, 2023

Center No.	Licensee	Center Address	Franchisee Name
4277	PMFRUSSO Learning, Inc.	Sylvan Learning of Mineola 393 Jericho Turnpike Mineola, New York 11501 (516) 743-9943 sylvanofmineola@optonline.net	Patricia Russo
4278	Ingenious Strategies Corporation	Sylvan Learning of Pleasantville 57 Wheeler Avenue Pleasantville, New York 10570 (914) 579-2584 Pleasantville.NY@sylvanlearning.com	Natalie DiPaolo Gianni DiPaolo
4279	SAVI Learning Inc.	Sylvan Learning of Lancaster 4845 Transit Road Depew, New York 14043 (716) 671-2036 lancaster.ny@sylvanlearning.com	Sabrina Ghotra Harjeet Ghotra
4280	Teach Don't Tell, LLC	Sylvan Learning of Northeast Bronx 115 Dreiser Loop Bronx, New York 10475 (347) 275-1825 BronxNE.NY@sylvanlearning.com	Juliet Duggins Guy Duggins
4281	Skills for Success, LLC	Sylvan Learning of Wilton 14 Mountain Ledge Drive, Suite 2 Wilton, New York 12831 (518) 886-1330 wilton.ny@sylvanlearning.com	John Waterfield Audrey Waterfield
1600	Sarrison, Inc.	Sylvan Learning of Charlotte & Ballantyne 11220 Elm Lane, Suite 104 Charlotte, North Carolina 28277 (704) 542-7600 sylvanlearningnc@gmail.com	David Rosenbaum Debbie Rosenbaum
1601	MereCo Holdings LLC	Sylvan Learning of Charlotte-University Area 8310 Medical Plaza Drive Mallard Creek Professional Park, Suite F Charlotte, North Carolina 28262 (704) 548-3910	Meredith Freeman
1602	RiverWise, LLC	Sylvan Learning of Raleigh 7209 Creedmoor Road, Suite 111 Raleigh, North Carolina 27613 (919) 846-9441 raleigh.nc@sylvanlearning.com	Julie Hoyes Jonathan Hoyes
1603	Maj-One LLC	Sylvan Learning of Greensboro 2921-A Battleground Ave Greensboro, North Carolina 27408 (336) 218-8115 greensboro.nc@sylvanlearning.com	Meredith Freeman
1604	Maj-One LLC	Sylvan Learning of Winston-Salem 3360 Robinhood Road Winston-Salem, North Carolina 27106 (336) 218-8880 greensboro.nc@sylvanlearning.com	Meredith Freeman
1605	David Rosenbaum	Sylvan Learning of Cary & Morrisville 1040 Darrington Drive Cary, North Carolina 27513 (919) 380-1201 mariam@carolinasylvan.com	David Rosenbaum
1607	KPJ Ventures, Inc.	Sylvan Learning of Greenville 710 F Red Banks Road Greenville, North Carolina 27858 (252) 756-9383 kjames2469@gmail.com	Kelly Conway
1608	Gardner Learning Centers Inc.	Sylvan Learning of Asheville 1070 Tunnel Road #30 Asheville, North Carolina 28805 (828) 237-3900 Sylvan.Asheville@glc-sylvan.com	Amy Gardner
1609	Successful Learning, Inc.	Sylvan Learning of Wilmington 4130 Oleander Drive, Ste. 101 Wilmington, North Carolina 28403 (910) 444-2538 melissa.britner@sylvanlearning.com	Amanda Cochran
1612	David Rosenbaum	Sylvan Learning of Fayetteville 2915 Raeford Road, Suite 103 Fayetteville, North Carolina 28303 (910) 339-2909 deena@sylvanfay.com	David Rosenbaum
1613	Successful Learning, Inc.	Sylvan Learning of Jacksonville 3000 Henderson Drive Jacksonville, North Carolina 28546 (910) 455-3136 jacksonville.nc@sylvanlearning.com	Amanda Cochran
1614	David Rosenbaum	Sylvan Learning of High Point 3931 Tinsley Dr, Suite 102 High Point, North Carolina 27265 (336) 841-5522 SylvanLearningNC@gmail.com	David Rosenbaum

Franchisees in Operation as of March 15, 2023

Center No.	Licensee	Center Address	Franchisee Name
1615	David Rosenbaum	Sylvan Learning of Mooresville & Lake Norman 491 Williamson Road, Suite 204 Mooresville, North Carolina 28117 (704) 660-3994 sylvanlearningnc@gmail.com	David Rosenbaum
1616	RiverWise, LLC	Sylvan Learning of Garner 1411 Aversboro Road, Suite 315 Garner, North Carolina 27529 (919) 779-2229 garner.nc@sylvanlearning.com	Julie Hoyes Jonathan Hoyes
1619	RiverWise, LLC	Sylvan Learning of Knightdale 1008 - E Big Oak Court Knightdale, North Carolina 27545 (919) 217-0600 knightdale.nc@sylvanlearning.com	Julie Hoyes Jonathan Hoyes
1623	J&M Learning Systems, Inc.	Sylvan Learning of Clayton 11459 US Hwy 70 Business West Clayton Crossing Shopping Center Clayton, North Carolina 27520 (919) 553-8009	James Hewitt
1626	MereCo Holdings LLC	Sylvan Learning of Burlington 795 Boone Station Drive Burlington, North Carolina 27215 (336) 570-4999 burlington.nc@sylvanlearning.com	Meredith Freeman
1627	Successful Learning, Inc.	Sylvan Learning of New Bern 416A Pollock St. New Bern, North Carolina 28562 (252) 497-2083 amanda@educateonslow.com	Amanda Cochran
1639	RiverWise, LLC	Sylvan Learning of Wake Forest 1241 S. Main Street, Suite 20 Wake Forest, North Carolina 27587 (919) 263-9184 wakeforest.nc@sylvanlearning.com	Julie Hoyes Jonathan Hoyes
1654	Northeast Education Foundation, Inc.	Sylvan Learning of Elizabeth City 1775 Weeksville Road, Suite N Elizabeth City, North Carolina 27909 (252) 334-9700 ecsylvan1654@gmail.com	Michelle Calhoun Tynch
1657	Sarrison, Inc.	Sylvan Learning of Charlotte - Matthews 9111 Monroe Road, Suite 160 Charlotte, North Carolina 28270 (704) 846-0660 sylvanlc1657@windstream.net	David Rosenbaum Debbie Rosenbaum
1658	Bright Learning Center, LLC	Sylvan Learning of Albemarle 720-4 NC Highway 24-27 Bypass E Albemarle, North Carolina 28001 (704) 982-2288 sylvanalb@ctc.net	Marianne Bright
1659	Saha, Inc.	Sylvan Learning of Durham & Chapel Hill 5117 Highgate Drive, Suite 100 Durham, North Carolina 27713 (919) 937-9363 crystal@sylvancarolina.com	David Rosenbaum
1660	Sarrison, Inc.	Sylvan Learning of Huntersville 15905 Brookway Dr., Suite 4104 Huntersville, North Carolina 28078 (704) 997-6515 sarrison16@gmail.com	David Rosenbaum Debbie Rosenbaum
1662	David Rosenbaum	Sylvan Learning of Holly Springs 374 Raleigh Street Holly Springs, North Carolina 27540 (919) 388-3283 sylvanlearningnc@gmail.com	David Rosenbaum
1663	Career Partners, Inc.	Sylvan Learning of Chapel Hill 50101 Governors Dr. Suite 130 Chapel Hill, North Carolina 27517 (919) 495-2335 sylvanlearningNC@gmail.com	David Rosenbaum
1664	Gardner Learning Centers Inc.	Sylvan Learning of Arden 336 Rockwood Rd., Suite 106 Arden, North Carolina 28704 (828) 237-3900 Sylvan.Arden@glc-sylvan.com	Amy Gardner
4300	Educational Excellence, Inc.	Sylvan Learning of Fargo 3033 Brandt Drive, Suite A Fargo, North Dakota 58104 (701) 499-4300 sylvan@sylvanfargo.com	Kari Weigel Ryan Weigel
4301	Educational Achievements, Inc.	Sylvan Learning of Bismarck 212 West Century Avenue Century Office Plaza Park Bismarck, North Dakota 58503 (701) 223-0010	Kari Weigel

Franchisees in Operation as of March 15, 2023

Center No.	Licensee	Center Address	Franchisee Name
1419	M & D Greenisen LLC	Sylvan Learning of Centerville 441 Miamisburg-Centerville Road Centerville, Ohio 45459 (937) 435-0222 sylvanc@sbglobal.net	Sandra Keily Marcie Greenisen David Greenisen
1420	NBM Management, Inc.	Sylvan Learning of Niles 950 Youngstown-Warren Road Square One Centre - Suite D Niles, Ohio 44446 (330) 652-1886	Barry Miller
1425	Miami Valley Learning Systems, Inc.	Sylvan Learning of Vandalia 237 S Dixie Drive, Suite 15 Vandalia, Ohio 45377 (937) 898-6686 vandalia@sylvaninfo.com	Deborah Slavens
1427	Mentor Center LLC	Sylvan Learning of Mentor 6270 Center Street Mentor, Ohio 44060 (440) 255-0055 mentor.oh@sylvanlearning.com	Melissa Fryer
1434	Educare Learning Solutions LLC	Sylvan Learning of Toledo 1566 Spring Meadows Dr. Holland, Ohio 43528 (419) 867-1331 Toledo.OH@sylvanlearning.com	Ashok Vuppala Jyothsna Kasu Prabhakar Kasu
1435	M & D Greenisen LLC	Sylvan Learning of Beavercreek 2365 Dayton-Xenia Road Beavercreek, Ohio 45434 (937) 427-8808 bcsylvan@gmail.com	Marcie Greenisen Sandra Keily David Greenisen
1440	Educare Learning Solutions LLC	Sylvan Learning of Lima and Wapakoneta 2357 Elida Road Lima, Ohio 45805 (419) 331-7323 lima.oh@sylvanlearning.com	Prabhakar Kasu Jyothsna Kasu Ashok Vuppala
1441	Educare Learning Solutions LLC	Sylvan Learning of Findlay 1781 Tiffin Avenue Findlay, Ohio 45840 (419) 427-0975 findlay.oh@sylvanlearning.com	Ashok Vuppala Prabhakar Kasu Jyothsna Kasu
1442	Educare Learning Solutions LLC	Sylvan Learning of Lewis Center 8933 S Old State Rd. Lewis Center, Ohio 43035 (740) 548-5663 LewisCenter.OH@sylvanlearning.com	Jyothsna Kasu Prabhakar Kasu Ashok Vuppala
1451	Educare Learning Solutions LLC	Sylvan Learning of Bowling Green 1039 Haskins Road, Suite D Bowling Green, Ohio 43402 (419) 353-7608 bowlinggreen.oh@sylvanlearning.com	Jyothsna Kasu Prabhakar Kasu Ashok Vuppala
1459	Educare Learning Solutions LLC	Sylvan Learning of Defiance & Wauseon 1018 Ralston Ave, Suite 110 Defiance, Ohio 43512 (419) 782-8100 defiance.oh@sylvanlearning.com	Jyothsna Kasu Prabhakar Kasu Ashok Vuppala
1476	Educare Learning Solutions LLC	Sylvan Learning of Columbus 5721 N. Hamilton Road Columbus, Ohio 43230 (614) 944-9510 Columbus.OH@sylvanlearning.com	Ashok Vuppala Jyothsna Kasu Prabhakar Kasu
1480	Dishavi Ventures, LLC	Sylvan Learning of Fairlawn 2855 West Market Street Fairlawn, Ohio 44333 (330) 836-7031 fairlawn.oh@sylvanlearning.com	Mital Rathod
1481	Academic Ventures MBR, LLC	Sylvan Learning of Twinsburg 8900 Darrow Road, Suite H106 Twinsburg, Ohio 44087 (330) 487-5820 twinsburg.oh@sylvanlearning.com	Melinda Wood Roger Racey Bretaigne Phillips
1482	White Caps Stewardship LLC	Sylvan Learning of Westlake 26040 Detroit Road #5 Westlake, Ohio 44145 (440) 835-5050 Westlake.oh@sylvanlearning.com	Amy Tipton-Fletcher
1483	White Caps Stewardship, LLC	Sylvan Learning of Strongsville 14240 Pearl Road Strongsville, Ohio 44136 (440) 238-0530 Strongsville.oh@sylvanlearning.com	Amy Tipton-Fletcher
1485	ITnet Consulting Group, LLC	Sylvan Learning of Mason and West Chester 6180 Tylersville Road Mason, Ohio 45040 (513) 204-5647 Westchester.oh@sylvanlearning.com	Madhu Sanakari Supraja Sanakari

Franchisees in Operation as of March 15, 2023

Center No.	Licensee	Center Address	Franchisee Name
903	Tulsa Learning Centers, Inc.	Sylvan Learning of Tulsa 6808 South Memorial, Suite 222 Tulsa, Oklahoma 74133 (918) 250-7323 aarias@sylvanok.com	John Doak James Berryhill Glenn Haring
908	Howard & Jo Jean Johnson	Sylvan Learning of Lawton 2603 NW Cache Road, Suite 2 Lawton, Oklahoma 73505 (580) 351-9100 sylvanlc908@sbcglobal.net	Howard Johnson JoJean Johnson
910	Oklahoma Education Systems, Inc.	Sylvan Learning of Owasso 11632 E. 86th Street N. Owasso, Oklahoma 74055 (918) 274-0700 owasso.ok@sylvanlearning.com	Joshua Ploch Rebekah Ploch
913	Oklahoma Education Systems, Inc.	Sylvan Learning of Oklahoma City 9634 N. May Ave. Oklahoma City, Oklahoma 73120 (405) 842-7323 Sylvan.OklahomaCity@sylvanlearning.com	Joshua Ploch Rebekah Ploch
100	CD5, LLC	Sylvan Learning of Beaverton 12225 SW 2nd Street, Suite 100 Beaverton, Oregon 97005 (503) 626-7466 sylvanbeaverton@gmail.com	Kimberli Dorn Cliff Crawford
101	Advantage Education, Inc.	Sylvan Learning of North And Northeast Portland 4300 NE Fremont. Columbia Plaza, Suite 15 Portland, Oregon 97213 (503) 249-2855 slc101@comcast.net	Cliff Crawford
104	Cascade Learning, Inc.	Sylvan Learning of Bend 2150 Northeast Studio Rd, Suite 10 Bend, Oregon 97701 (541) 389-9252 Bend.OR@sylvanlearning.com	Mitchell Bohn Audra Bohn
112	McKenzie Adam, Inc.	Sylvan Learning of Salem 4555 Liberty Rd. South Sunnyslope Center, Suite 180 Salem, Oregon 97302 (503) 363-2996 sylvan0112@hotmail.com	Kimberli Dorn Michael Dorn
1730	Erdman Enterprises LLC	Sylvan Learning of Erie 7200 Peach Street Summit Towne Centre - Ste 440 Erie, Pennsylvania 16509-4709 (814) 864-6100 erie.pa@sylvanlearning.com	Brianna Erdman James Erdman Lavonne Steves
1731	Webster Associates, Inc.	Sylvan Learning of Lancaster 1695 Oregon Pike Lancaster, Pennsylvania 17601 (717) 293-0300 Lancaster.PA@sylvanlearning.com	Lauren Webster Michael Webster
1734	Philadelphia Learning, LLC	Sylvan Learning of Philadelphia 6537 Roosevelt Blvd, Roosevelt Plaza Philadelphia, Pennsylvania 19149 (215) 743-6200 SylvanPhila@gmail.com	Lynne Zayas
1757	Webster Associates, Inc.	Sylvan Learning of Palmyra 4 N Londonderry Square Palmyra, Pennsylvania 17078 (717) 838-2650 Elizabeth@sylvanpa.com	Lauren Webster Michael Webster
1773	Webster Associates, Inc.	Sylvan Learning of York 2058 S Queen St, Suite B York, Pennsylvania 17403 (717) 293-0300 lauren@sylvanpa.com	Lauren Webster Michael Webster
1776	Hometown Learning, LLC	Sylvan Learning of Pittsburgh 100 Siena Drive, Suite 245 Pittsburgh, Pennsylvania 15241 (412) 409-2593 Pittsburgh.PA@sylvanlearning.com	Katelyn O'Brien Suzan O'Brien
1779	Hometown Learning, LLC	Sylvan Learning of Cranberry 850 Cranberry Woods Dr, Suite 2223 Cranberry Township, Pennsylvania 16066 (724) 741-1046 Cranberry.PA@sylvanlearning.com	Katelyn O'Brien Suzan O'Brien
1781	NNR Learning Solutions, LLC	Sylvan Learning of Allentown 4765 W. Tilghman St. Allentown, Pennsylvania 18104 (484) 838-7171 allentown.pa@sylvanlearning.com	Nageswararao Nidamanuru Pradeepa Nidamanuru

Franchisees in Operation as of March 15, 2023

Center No.	Licensee	Center Address	Franchisee Name
1782	Webster Associates, Inc.	Sylvan Learning of Mechanicsburg 4910 Carlisle Pike, Suite B5 Mechanicsburg, Pennsylvania 17050 (717) 769-2323 Mechanicsburg.PA@sylvanlearning.com	Lauren Webster Michael Webster
1784	Crystal Hub Learning LLC	Sylvan Learning of Exton 148 Eagleview Blvd. Exton, Pennsylvania 19341 (248) 346-6307 exton.pa@sylvanlearning.com	Sangeetha Kondaveeti Sridhar Kondaveeti
3902	J & G Enterprises, Inc.	Sylvan Learning of Cumberland 2145 Diamond Hill Rd. #2 Cumberland, Rhode Island 02864 (401) 334-9309 Rjohnson@sylvanne.com	Rebecca Johnson Matthew Johnson
3904	J & G Enterprises, Inc.	Sylvan Learning of Coventry 65 Sandy Bottom Road Coventry, Rhode Island 02816 (401) 823-0011 rjohnson@sylvanne.com	Matthew Johnson Rebecca Johnson
2101	MTC Learning, LLC	Sylvan Learning of Mt. Pleasant 1172 Oakland Market Rd, Suite 12 Mt. Pleasant, South Carolina 29466 (843) 352-7364 d.harrison@sylvanhmj.com	Mary Patricia McGrath Ray McGrath
2106	SLSC Group, Inc.	Sylvan Learning of Summerville 119 E. 4th North Street. Unit A Summerville, South Carolina 29483 (843) 486-0081 summerville.sc@sylvanlearning.com	Susan Fairbairn
2120	Gardner Learning Centers, Inc.	Sylvan Learning of Greenville 150 Tanner Road Greenville, South Carolina 29607 (864) 676-0011 Sylvan.Greenville@glc-sylvan.com	Amy Gardner
2121	Gardner Learning Centers, Inc.	Sylvan Learning of Columbia-Irmo 1270 Bower Parkway, Suite C-10 Columbia, South Carolina 29212 (803) 781-7323 sylvan.irmo@glc-sylvan.com	Amy Gardner
2122	Gardner Learning Centers, Inc.	Sylvan Learning of Columbia 130-9 Forum Drive, Village at Sandhill Columbia, South Carolina 29229 (803) 741-0999 Sylvan.Columbia@glc-sylvan.com	Amy Gardner
2123	Gardner Learning Centers, Inc.	Sylvan Learning of Anderson 110 Miracle Mile Rd, Suite D Anderson, South Carolina 29621 (864) 676-0011 Sylvan.Anderson@glc-sylvan.com	Amy Gardner
2124	Gardner Learning Centers, Inc.	Sylvan Learning of Spartanburg 100 Burton St, Suite A Spartanburg, South Carolina 29301 (864) 676-0011 sylvan.spartanburg@glc-sylvan.com	Amy Gardner
2125	Carpenter-Rhodes Ventures Inc	Sylvan Learning of Fort Mill 856 Gold Hill Rd., Unit 108 Fort Mill, South Carolina 29708 (803) 431-7199 FortMill.SC@Sylvanlearning.com	Angela Carpenter Joe Carpenter Brandi Rhodes
4400	Dakota East Learning, Inc.	Sylvan Learning of Sioux Falls 4816 S. Technopolis Drive Sioux Falls, South Dakota 57106 (605) 362-4885 michellem@sylvansf.org	Michelle McGuckin William McGuckin Colleen Halbur Scott Halbur
4402	Appletec SD, LLC	Sylvan Learning of Rapid City 1620 Mt. Rushmore Rd, Suite 100 Rapid City, South Dakota 57702 (605) 791-4544 BlackHillsSylvan@gmail.com	David Satter Robert Satter Jaclyn Satter
1001	Full Circle, Inc.	Sylvan Learning of Knoxville 10969 Kingston Pike Knoxville, Tennessee 37922 (865) 675-7323 sylvanknoxville@yahoo.com	Gary Pierce John Staten
1010	Learn to Learn, Inc.	Sylvan Learning of Chattanooga 7610 Hamilton Park Dr, Ste. 6 Chattanooga, Tennessee 37421 (423) 894-8333 sylvanchattanooga@yahoo.com	Gary Pierce John Staten
1011	Charlotte Jolly and Janet Crocker	Sylvan Learning of Clarksville 220 Forbes Avenue, Suite A Clarksville, Tennessee 37040 (931) 647-5811 sylvan1011@sylvanclarksville.com	Janet Crocker Charlotte Jolly

Franchisees in Operation as of March 15, 2023

Center No.	Licensee	Center Address	Franchisee Name
1012	Educational Attainment Systems LLC	Sylvan Learning of Johnson City 172 W Springbrook Avenue Johnson City, Tennessee 37604 (423) 283-4480 sylvan1012@aol.com	Jeff Phillips Janet Crocker
1014	Success in Learning, Inc.	Sylvan Learning of Murfreesboro 810 Medical Center Pkwy, Suite C Murfreesboro, Tennessee 37129 (615) 893-3542 sylvan1014@outlook.com	Ann Thomas Murphy Thomas Jr.
1017	Educational Attainment Systems LLC	Sylvan Learning of Kingsport 4260 Fort Henry Drive, Suite 8 Kingsport, Tennessee 37663 (423) 239-9215 slc1017@earthlink.net	Jeff Phillips Janet Crocker
1026	Cumberland Ventures, Inc.	Sylvan Learning of Cookeville 728 South Jefferson, Suite 9 Cookeville, Tennessee 38501 (931) 528-2543 info@cookevillesylvan.com	John Keisling
310	JCP Ascension, LLC	Sylvan Learning of West Spring and Klein 8320 Louetta Rd, #130 Spring, Texas 77379 (281) 586-8069 champions@sylvansw.com	Christopher Pittner Conlen Pittner Jano Pittner
313	TX Educate, LLC	Sylvan Learning of Longview 913 W. Loop 281, Suite 206 Longview, Texas 75604 (903) 297-3300 carol.sylvan@att.net	Carol Pope
318	South Plains Learning, Inc.	Sylvan Learning of Lubbock 4601 South Loop 289, Suite 23 Lubbock, Texas 79424 (806) 785-4400 matthew@sylvanabilene.com	Mike Sullivan Cindy Sullivan Matthew Sullivan Tyler Backus
319	Learning Enhancement, Inc.	Sylvan Learning of Midland and Odessa 4410 North Midkiff, Suite D 201 Midland, Texas 79705 (432) 520-9411 sylvan0319@sbcglobal.net	Martha Stuart
324	TEW Educate, LLC	Sylvan Learning of Tyler 4019 South Broadway Tyler, Texas 75701 (903) 597-2535 sylvan_tyler@suddenlinkmail.com	Carol Pope
325	AHM Ventures, Inc.	Sylvan Learning of Denton and Corinth 2412 Old North Rd, #103 Denton, Texas 76209 (940) 484-7050 sylvan325@aol.com	Holly Martin
329	Jack & Sue Ann Pitts	Sylvan Learning of Corpus Christi 6001 S. Staples, Suite A Corpus Christi, Texas 78413 (361) 993-3793 corpuschristi@sylvantexas.com	Sue Ann Pitts Jack Pitts
331	JEN 2000 Enterprises LLC	Sylvan Learning of Bryan/College Station 3100 Wildflower Drive, Suite 310 Bryan, Texas 77802 (979) 846-4988 sylvanbcs@aol.com	Jennifer Nelson Eric Nelson
335	M.J. Sullivan, Inc.	Sylvan Learning of Abilene, Sweetwater, Brownwood and San Angelo 3233-B South Willis Abilene, Texas 79605 (325) 691-0646 mike@sylvanabilene.com	Cindy Sullivan Mike Sullivan Matthew Sullivan
339	Lovin SLC, Inc.	Sylvan Learning of North Central San Antonio 16648 San Pedro Ave, #101 San Antonio, Texas 78232 (210) 494-4357 sylvan0339@sylvantx.com	Joan Lovin
341	MCMFW1, Inc.	Sylvan Learning of South Fort Worth 5832 Southwest Loop 820 Fort Worth, Texas 76132 (817) 377-0632 mike@sylvanabilene.com	Cindy Sullivan Mike Sullivan Matthew Sullivan Steven Watten
344	Rydholm, Inc.	Sylvan Learning of El Paso Westside 5811 N. Mesa Street El Paso, Texas 79912 (915) 587-7323 sylvan.elpasowest@rydinc.com	Ian Rydholm Richard Rydholm

Franchisees in Operation as of March 15, 2023

Center No.	Licensee	Center Address	Franchisee Name
348	Rydholm, Inc.	Sylvan Learning of El Paso Eastside 1757 George Dieter #114 El Paso, Texas 79936 (915) 629-8774 sylvan.elpasoeast@rydinc.com	Ian Rydholm Richard Rydholm
352	MCMFW1, Inc.	Sylvan Learning of North Fort Worth 4240 Heritage Trace Parkway, Suite 500 Fort Worth, Texas 76244 (817) 431-6000 matthew@sylvanabilene.com	Mike Sullivan Cindy Sullivan Matthew Sullivan Steven Watten
353	NATT LLC	Sylvan Learning of NW San Antonio 8425 Bandera Road, Suite 136 San Antonio, Texas 78250 (210) 509-7323 jay2103@sbcglobal.net	Prabhjeet Singh
358	Lovin SLC, Inc.	Sylvan Learning of Schertz 1420 Schertz Parkway, Ste. 280 Schertz, Texas 78154 (210) 651-5477 m.hearn@sylvanhmj.com	Joan Lovin
363	Lovin SLC, Inc.	Sylvan Learning of East San Antonio 5723 N. Foster Road, Suite 108 San Antonio, Texas 78244 (210) 661-3171 sylvan0363@sylvantx.com	Joan Lovin
366	SWS Texas LLC	Sylvan Learning of Victoria 1902 John Stockbauer Drive, Ste 200 Victoria, Texas 77901 (361) 578-3224 victoria@sylvan-VictoriaTx.com	Beverly Wood-Stubbs
368	K. Stearns Enterprises, LLC	Sylvan Learning of Wichita Falls 4245 Kemp Blvd., Suite 709 Wichita Falls, Texas 76308 (940) 761-9000 kathy@sylvan-wichita-falls.com	Kathy Stearns
370	RGV Tutor, LLC	Sylvan Learning of North McAllen 901 Dove Avenue McAllen, Texas 78504 (956) 682-9800 McAllen.TX@sylvanlearning.com	Anjanette Garza
371	RGV Tutor, LLC	Sylvan Learning of Brownsville 3230 Pablo Kisel Blvd., Suite 103 Brownsville, Texas 78520 (956) 550-0050 betty.mendoza@sylvanlearning.com	Anjanette Garza
373	Student Empowerment Centers, LLC	Sylvan Learning of Pearland 10228 Broadway #156 Pearland, Texas 77584 (713) 340-0333 pearland@sylvancentral.com	Rodney Barnes
379	Lovin SLC, Inc.	Sylvan Learning of South San Antonio 1930 SW Military Drive San Antonio, Texas 78221 (210) 923-8700 sanantonio379.tx@sylvanlearning.com	Joan Lovin
381	Quila A&A Inc.	Sylvan Learning of Baytown & Mont Belvieu 4804 East Freeway Baytown, Texas 77521 (281) 421-4169 liz.rrexpress@gmail.com	Andrea Uquillas
382	Diamond Kean DFW LLC	Sylvan Learning of Waco & Woodway 15150 Badger Ranch Blvd., Ste. 202 Waco, Texas 76712 (254) 772-8811 Waco.TX@sylvanlearning.com	Fayzan Keshwani Nizar Bhulani
383	Trinity M, LLC	Sylvan Learning of Harker Heights-Killeen 440 E. Central Texas Expressway, Suite 107 Harker Heights, Texas 76548 (254) 690-6669 killeen@sylvan-are.com	Christopher Pittner Jano Pittner
389	Diamond Kean Learning, LLC	Sylvan Learning of Southlake & Keller 601 E Southlake Blvd. #200 Southlake, Texas 76092 (817) 416-6827 Southlake.TX@sylvanLearning.com	Nizar Bhulani Fayzan Keshwani
390	Nasus Group, Inc.	Sylvan Learning of North Austin 8863 Anderson Mill Road, Suite 120 Austin, Texas 78729 (512) 336-1818 CedarPark.TX@sylvanlearning.com	Susan Fairbairn
391	Nasus Group, Inc.	Sylvan Learning of South Austin 4036 South Lamar Blvd, Suite 150 Austin, Texas 78704 (512) 441-3898 S.Gross@sylvanhmj.com	Susan Fairbairn

Franchisees in Operation as of March 15, 2023

Center No.	Licensee	Center Address	Franchisee Name
392	Nasus Group, Inc.	Sylvan Learning of Round Rock-Pflugerville 305 N. Heatherwilde, Ste. 100 Pflugerville, Texas 78660 (737) 243-9600 RoundRock.TX@sylvanlearning.com	Susan Fairbairn
394	Diamond Kean DFW LLC	Sylvan Learning of Coppell & Irving 8787 N. MacArthur Blvd, Suite 140 Irving, Texas 75063 (972) 480-1100 sylvan.coppellirving@sylvanlearning.com	Nizar Bhulani Fayzan Keshwani
395	Diamond Kean DFW LLC	Sylvan Learning of Frisco & McKinney 8765 Stockard Drive, Suite 801 Frisco, Texas 75034 (214) 618-2955 Frisco.TX@sylvanlearning.com	Nizar Bhulani Fayzan Keshwani
398	Diamond Kean Learning, LLC	Sylvan Learning of Dallas & Highland Park 10455 N. Central Expressway, Suite 111 Dallas, Texas 75231 (214) 342-3305 Dallas.TX@SylvanLearning.com	Nizar Bhulani Fayzan Keshwani
399	Diamond Kean Learning, LLC	Sylvan Learning of Arlington & Mansfield 6501 S. Cooper Street, #141 Arlington, Texas 76001 (817) 557-6333 Arlington.tx@sylvanlearning.com	Nizar Bhulani Fayzan Keshwani
8300	Diamond Kean DFW LLC	Sylvan Learning of Flower Mound 2750 Churchill Drive, Suite 130 Flower Mound, Texas 75022 (972) 355-0222 FlowerMound.TX@sylvanlearning.com	Nizar Bhulani Fayzan Keshwani
8309	HelminiakCorpLLC	Sylvan Learning of Clear Lake & Webster 20814 Gulf Freeway, Suite 50 Webster, Texas 77598 (281) 557-5558 Clearlake.TX@sylvanlearning.com	Andrew Helminiak
8310	Venia Enterprises, LLC	Sylvan Learning of The Woodlands and Magnolia 32731 Egypt Lane, Suite 503 Magnolia, Texas 77354 (281) 789-7597 woodlands@sylvansw.com	Conlen Pittner Jano Pittner Christopher Pittner
8311	Venia Enterprises, LLC	Sylvan Learning of Kingwood & Humble 4323 Kingwood Drive Kingwood, Texas 77339 (281) 361-9253 kingwood@sylvansw.com	Conlen Pittner Jano Pittner Christopher Pittner
8312	katy operations llc	Sylvan Learning of Katy & Houston 20033 Katy Freeway Houston, Texas 77450 (281) 492-7084 info@sylvankaty.com	Cathryn Butts Dennis Butts
8315	Inwood Learning, LLC	Sylvan Learning of Sugar Land 15219 Southwest Freeway Sugar Land, Texas 77478 (281) 980-1199 sugarland.tx@sylvanlearning.com	Ashish Kothari Hemali Kothari
8316	JCP Ascension, LLC	Sylvan Learning of Cypress & Houston 12250 Queenston Blvd., Ste. D Houston, Texas 77095 (281) 256-0200 cypress@sylvansw.com	Christopher Pittner Conlen Pittner Jano Pittner
8317	4 Ever Clever Learning, LLC	Sylvan Learning of Missouri City 9119 Highway 6, Suite 240 Missouri City, Texas 77459 (281) 778-9185 sylvanlearning@entouch.net	Deirdre Williams Mikhael Mitchell Johnny Williams
8324	Diamond Kean DFW LLC	Sylvan Learning of Allen and Plano 210 Central Expressway, Suite 98 Allen, Texas 75013 (469) 675-3238 Allen.TX@sylvanlearning.com	Fayzan Keshwani Nizar Bhulani
8325	Diamond Kean DFW LLC	Sylvan Learning of Carrollton & Lewisville 1016 E. Hebron Parkway, Suite 175 Carrollton, Texas 75010 (972) 939-9000 Carrollton.TX@sylvanlearning.com	Nizar Bhulani Fayzan Keshwani
8326	Diamond Kean DFW LLC	Sylvan Learning of McKinney 6840 Virginia Parkway, Suite 105 McKinney, Texas 75071 (214) 504-9200 McKinney.TX@sylvanlearning.com	Fayzan Keshwani Nizar Bhulani

Franchisees in Operation as of March 15, 2023

Center No.	Licensee	Center Address	Franchisee Name
8327	Nasus Group, Inc.	Sylvan Learning of Kyle 1300 Dacy Lane, Suite #250 Kyle, Texas 78640 (512) 262-7035 kyle.tx@sylvanlearning.com	Susan Fairbairn
8329	Diamond Kean Learning, LLC	Sylvan Learning of Cedar Hill 415 E. Pleasant Run Road, Suite 125 Cedar Hill, Texas 75104 (469) 575-9980 Cedarhill.tx@sylvanlearning.com	Nizar Bhulani Fayzan Keshwani
8330	RGV Tutor, LLC	Sylvan Learning of Harlingen 1310 North Ed Carey Drive Harlingen, Texas 78550 (956) 230-4410 betty.mendoza@sylvanlearning.com	Anjanette Garza
8333	Ohana DFW Learn 4, LLC	Sylvan Learning of Bedford 2113 Harwood Road, Suite 365 Bedford, Texas 76021 (682) 738-3634 Bedford.TX@sylvanlearning.com	Jennifer Dempsey Mark Dempsey
8334	JNJ Learning LLC	Sylvan Learning of Bellaire 5316 Bissonnet Bellaire, Texas 77401 (281) 501-2055 Bellaire.TX@sylvanlearning.com	Yvette Johnson
8335	AmeriTutors Inc.	Sylvan Learning of Murphy 150 Brand Road, Unit 400 Murphy, Texas 75094 (469) 454-0110 Murphy.TX@sylvanlearning.com	Roy Vargis Pulikottil
8336	AmeriTutors Inc.	Sylvan Learning of Prosper 110 South Preston Rd, Ste 30 Prosper, Texas 75078 (972) 782-5151 director@sylvanprosper.com	Roy Vargis Pulikottil
8337	Laith Teaching Center Inc	Sylvan Learning of Rowlett 6702 Dalrock Rd, Ste. 136 Rowlett, Texas 75088 (469) 573-5773 Rowlett.TX@sylvanlearning.com	Nizar Tayem
8338	Ohana DFW Learn 1, LLC	Sylvan Learning of West Richardson 1333 W. Campbell Rd. Richardson, Texas 75080 (469) 277-6557 WestRichardson.TX@SylvanLearning.com	Mark Dempsey Jennifer Dempsey
8339	Ohana DFW Learn 2, LLC	Sylvan Learning of Aledo-Weatherford 120 El Chico Trail, Suite D Willow Park, Texas 76087 (817) 415-1313 aledo.tx@sylvanlearning.com	Mark Dempsey Jennifer Dempsey
8340	Ohana DFW Learn 3, LLC	Sylvan Learning of Rockwall-Heath 6537 Horizon Road, Suite C Rockwall, Texas 75032 (972) 930-1230 Rockwall-Heath.TX@sylvanlearning.com	Jennifer Dempsey Mark Dempsey
8344	Blackstone Management Group LLC	Sylvan Learning of Fulshear 6619 West Cross Creek Bend Lne, Suite 100 Fulshear, Texas 77406 (346) 707-8328 info@sylvan.education	Amanda Cockrum
8345	Venia Enterprises, LLC	Sylvan Learning of Atascocita & Humble 16402 W. Lake Houston Pkwy, Suite 400 Houston, Texas 77044 (832) 406-7371 atascocita@sylvansw.com	Jano Pittner Conlen Pittner Christopher Pittner
8346	Diamond Kean LLC	Sylvan Learning of Irving 1215 S. MacArthur Blvd. Irving, Texas 75060 (972) 399-0393 Irving.TX@sylvanlearning.com	Fayzan Keshwani Nizar Bhulani
8348	Venia Enterprises, LLC	Sylvan Learning of East Spring at Woodsons Reserve 3917 Woodson's Reserve Pkwy, Suite 300 Spring, Texas 77386 (832) 585-1345 eastspring@sylvansw.com	Christopher Pittner Jano Pittner Conlen Pittner
8349	NATT LLC	Sylvan Learning of Leon Springs - Boerne 24123 Boerne Stage Road, Suite 104 San Antonio, Texas 78255 (210) 367-7652 jay2103@sbcglobal.net	Prabhjeet Singh

Franchisees in Operation as of March 15, 2023

Center No.	Licensee	Center Address	Franchisee Name
8350	Jen2000 Enterprises, LLC	Sylvan Learning of El Campo 1201 N Mechanic El Campo, Texas 77437 (979) 275-1301 ElCampo.TX@sylvanlearning.com	Eric Nelson Jennifer Nelson
8357	Global Tutoring Network LLC	Sylvan Learning of Red Oak 205 South Main Street, Suite 10-10 Red Oak, Texas 75154 (469) 820-9911 RedOak.TX@sylvanlearning.com	Israel Cordero
8361	4 Ever Clever Learning, LLC	Sylvan Learning of Pecan Grove/Richmond 10450 FM 1464 Road, Suite 700 Richmond, Texas 77407 (281) 302-5684 Richmond.TX@sylvanlearning.com	Mikhael Mitchell Johnny Williams Deirdre Williams
4501	DH2 GROUP LLC	Sylvan Learning of Sandy 8184 S Highland Drive, Suite C8 Sandy, Utah 84093 (801) 233-1700 sandy@sylvan-utah.com	Doug Dingman Lynne Hudson
4509	J.C.H., Inc.	Sylvan Learning of Saint George 57 North 500 East St. George, Utah 84770 (435) 656-1700 sylvan@sginet.com	Clark Hatfield Doyle Hatfield Judy Hatfield
4511	DH2 GROUP LLC	Sylvan Learning of Lehi 785 East 200 South, Suite 11 Lehi, Utah 84043 (801) 763-4880 alpine@sylvan-utah.com	Lynne Hudson Doug Dingman
4514	Utah Educate Inc.	Sylvan Learning of Layton 575 North Main Street Layton, Utah 84041 (801) 543-4400 Layton.ut@sylvanlearning.com	Rosaelia Romero
4515	DH2 GROUP LLC	Sylvan Learning of Orem 499 West 1400 North Orem, Utah 84057 (801) 235-1800 orem@sylvan-utah.com	Lynne Hudson Doug Dingman
4518	DH2 GROUP LLC	Sylvan Learning of Riverton 12447 S. Crossing Drive, Suite 11 Riverton, Utah 84096 (801) 365-6500 Jordan@sylvan-utah.com	Doug Dingman Lynne Hudson
4601	14th State Learning, LLC	Sylvan Learning of Essex Junction 1 Market Place, Unit 10 Essex Junction, Vermont 05452 (802) 871-5230 vtsylvan@gmail.com	Leah LaClaire
4702	Virginia Learning Ventures, LLC	Sylvan Learning of Midlothian 1807 Huguenot Rd, Suite 101 Midlothian, Virginia 23113 (804) 240-8408 melissa.britner@sylvanlearning.com	Kelly Conway
4709	WISE Learning Solutions, LLC	Sylvan Learning of Newport News - Yorktown 5007-G Victory Boulevard Yorktown, Virginia 23693 (757) 873-2181 newportnews.va@sylvanlearning.com	Juan DeJesus Deborah DeJesus
4723	Michael Bowen Enterprises LLC	Sylvan Learning of Lynchburg 8116 Timberlake Road Suite 200 Lynchburg, Virginia 24502 (434) 832-1000	Michael Bowen
4725	Anowem Educate LLC	Sylvan Learning of Chesapeake 701-P North Battlefield Blvd. Chesapeake, Virginia 23320 (757) 548-1247 success@sylvanchesapeake.com	Kimberly Teixeira
4751	Educate Virginia, LLC	Sylvan Learning of Falls Church 6521 Arlington Blvd, Ste. 306 Falls Church, Virginia 22042 (703) 734-1234 center@sylvanfallschurch.com	R. Scott Lindsey Daniel Wildman Tasha Browne
4758	Anowem Educate LLC	Sylvan Learning of Suffolk and Harbour View 3575 Bridge Road #13 Suffolk, Virginia 23435 (757) 548-1247 success@sylvanchesapeake.com	Kimberly Teixeira
4759	Educate Virginia, LLC	Sylvan Learning of Stafford 25 Clement Drive, Suite 115 Stafford, Virginia 22556 (540) 602-2360 center@sylvanstafford.com	R. Scott Lindsey Daniel Wildman Tasha Browne

Franchisees in Operation as of March 15, 2023

Center No.	Licensee	Center Address	Franchisee Name
4763	learning force LLC	Sylvan Learning of Leesburg 1608 Village Market Blvd. SE, #100. Leesburg, Virginia 20175 (571) 366-4754 leesburg.va@sylvanlearning.com	Shehryar Mohiuddin
4764	RMS Enterprise, LLC	Sylvan Learning of Reston 2579 John Milton Dr, Suite 120 Herndon, Virginia 20171 (703) 382-6300 Reston.VA@sylvanlearning.com	Ashish Gandhi Sapna Chordia
4768	Ireedui LLC	Sylvan Learning of Alexandria 2305 Mount Vernon Ave. Alexandria, Virginia 22301 (571) 309-0838 Alexandria.VA@sylvanlearning.com	Batireedui Batsaikhan
4769	Michael Bowen Enterprises LLC	Sylvan Learning of Danville 949 Piney Forest Rd, Ste. B Danville, Virginia 24540 (434) 832-1000 sylvaninfo@sylvandanville.com	Michael Bowen
201	Advance Education Solutions NW, LLC	Sylvan Learning of Spokane Valley 1510 N. Argonne Road Spokane Valley, Washington 99206 (509) 924-7656 Sarah.Doll@sylvanlearning.com	Chad Hamasaki Heather Hamasaki
202	GKD Enterprises Limited Liability Company	Sylvan Learning of Lynnwood and Shoreline 3333 184th Street SW Suite M Lynnwood, Washington 98037 (425) 774-3922	Hiral Doshi
205	RKC Education LLC	Sylvan Learning of Bellevue 4140 Factoria Blvd S.E., Suite 2A Bellevue, Washington 98006 (425) 641-7609 kelsey@essylvan.com	Hemant Garg Mansi Garg
206	Cascadia Learning Centers, LLC	Sylvan Learning of Vancouver 615 SE Chkalov Drive, Suite 4 Vancouver, Washington 98683 (360) 859-0007 admissions@sylvan-pnw.com	Jamie Tate Patrick Tate
208	Stem King LLC	Sylvan Learning of Kent 24020 132nd Avenue SE, Unit C Kent, Washington 98042 (253) 854-7111 admin@kentsylvan.com	Kevin Moen
211	Puget Sound Learning Centers, LLC	Sylvan Learning of Puyallup 12020 Meridian East, Suite D Puyallup, Washington 98373 (253) 848-0771 admissions.sylvan@comcast.net	Gail Smith David Smith, III
212	Puget Sound Learning Centers, LLC	Sylvan Learning of Tacoma 1614 South Mildred St., Ste. 1614-E Tacoma, Washington 98465 (253) 987-8565 admissions.sylvan@comcast.net	Gail Smith David Smith, III
213	Puget Sound Learning Centers, LLC	Sylvan Learning of Olympia 3825 Martin Way East, Suite 103 Olympia, Washington 98506-5278 (360) 438-1833 admissions.sylvan@comcast.net	Gail Smith David Smith, III
214	Darcy Webb	Sylvan Learning of Federal Way 32020 1st Avenue S, Suite 109 Federal Way, Washington 98003 (253) 838-0507 darcy@fwsylvan.com	Darcy Webb
216	Puget Sound Learning Centers, LLC	Sylvan Learning of Silverdale 3212 NW Byron St. Silverdale, Washington 98383 (360) 255-7290 susie.petersen@withsylvan.com	Gail Smith David Smith, III
217	A1 Education Services, Inc.	Sylvan Learning of Kirkland 12305 120th Avenue, NE, Suite F Kirkland, Washington 98034 (425) 823-6727 sylvan217@sylvannw.com	Mansi Garg Hemant Garg
218	A1 Education Services, Inc.	Sylvan Learning of Everett 1327 112th Street SE, Suite A2 Everett, Washington 98208 (425) 348-6767 Everett.WA@SylvanLearning.com	Hemant Garg Mansi Garg
219	Havanah, LLC	Sylvan Learning of Bellingham 4152 Meridan Street, Suite #207 Bellingham, Washington 98226 (360) 738-9590 bellingham@sylvan-wa.com	Robert Harvey Brehana Fregoso

Franchisees in Operation as of March 15, 2023

Center No.	Licensee	Center Address	Franchisee Name
223	A1 Education Services, Inc.	Sylvan Learning of Snohomish 723 Ave D, Suite F Snohomish, Washington 98290 (360) 568-2600 Snohomish.WA@SylvanLearning.com	Hemant Garg Mansi Garg
226	Sugarplum Associates, LLC	Sylvan Learning of Tri-Cities - Richland 81 Keene Road Richland, Washington 99352 (509) 736-1509 info@tcsylvan.com	Carol Currie Carol Jo Rodriguez
235	A1 Education Services, Inc.	Sylvan Learning of Stanwood 8710 271st St. NW PO Box 133 Stanwood, Washington 98292 (360) 629-9989 sylvan235@sylvannw.com	Hemant Garg Mansi Garg
236	The Wilson Learning Academy LLC	Sylvan Learning of Oak Harbor 380 SE Pioneer Way, Suite 101 Oak Harbor, Washington 98277 (360) 675-8010 ohsylvan@gmail.com	Michelle Wilson Kevin Wilson
239	Stem King LLC	Sylvan Learning of Maple Valley 22141 SE 237th Street, Suite 206 Maple Valley, Washington 98038 (425) 413-2625 admin@mvsylvan.com	Kevin Moen
240	Puget Sound Learning Centers, LLC	Sylvan Learning of Auburn 234 E Main Street Auburn, Washington 98002 (253) 218-0590 admissions.sylvan@comcast.net	Gail Smith David Smith, III
241	A1 Education Services, Inc.	Sylvan Learning of Monroe 203 N Blakeley Street, Unit 103 Monroe, Washington 98272 (360) 794-5554 sylvan241@sylvannw.com	Hemant Garg Mansi Garg
242	RKC Education LLC	Sylvan Learning of Renton 12660-B 164th Avenue SE Renton, Washington 98059 (425) 282-6595 cdrenton@essylvan.com	Hemant Garg Mansi Garg
4903	Kathleen Van Milligen	Sylvan Learning of Brookfield 15060 W. Greenfield, Suite 104 Brookfield, Wisconsin 53005 (262) 796-0808 Sylvan4903@gmail.com	Kathleen Van Milligen
4908	S B Associates, Inc.	Sylvan Learning of Kenosha 7863 Green Bay Rd. Kenosha, Wisconsin 53142 (262) 694-6286 learning@sylvankenosha.com	John Sykora Joseph Sykora Mary Sykora
4916	Advantage Learning, Inc.	Sylvan Learning of Eau Claire 3409 Golf Road Eau Claire, Wisconsin 54701 (715) 858-1234 kayann@sylvancenter.org	Corey Bock Kayann Bock
4928	Advantage Learning, Inc.	Sylvan Learning of Hudson 2103 Coulee Road Hudson, Wisconsin 54016 (715) 690-2722 Hudson@SylvanCenter.org	Corey Bock Kayann Bock
8400	KeyStone Learning, LLC	Sylvan Learning of Gillette 900 Camel Drive, Suite CC Gillette, Wyoming 82716 (307) 257-2044 jason.jensen@sylvanlearning.com	Jason Jensen Jamie Sanders

Franchisees Who Have Signed But Not Yet Opened as of March 15, 2023

Center No.	Licensee	Center Address	Franchisee Name
111	AAEE LLC	Sylvan Learning of Tualatin & West Linn 1885 Sunset Court West Linn, Oregon 97068 (503) 886-9263 amyjparadis@gmail.com	Amy Paradis
111	AAEE LLC	Sylvan Learning of Tualatin & West Linn 802 NE 12th Street Bend, Oregon 97701 (541) 389-9252 audrabohn@gmail.com	Audra Bohn
111	AAEE LLC	Sylvan Learning of Tualatin & West Linn 1885 Sunset Court West Linn, Oregon 97068 (503) 886-9263 eric.scott.paradis@gmail.com	Eric Paradis
111	AAEE LLC	Sylvan Learning of Tualatin & West Linn 802 NE 12th Street Bend, Oregon 97701 (541) 389-9252 Bend.OR@SylvanLearning.com	Mitchell Bohn
845	M4 Learning, LLC	Sylvan Learning of Albertville 7394 Kimberly Lane N Maple Grove, Minnesota 55311 (612) 382-6293 sflottmeier@comcast.net	Suzanne Flottmeier
845	M4 Learning, LLC	Sylvan Learning of Albertville 7394 Kimberly Lane N Maple Grove, Minnesota 55311 (612) 887-2339 morgan.flottmeier@gmail.com	Morgan Flottmeier
1488	Educare Learning Solutions LLC	Sylvan Learning of Dublin 644 Innisbrook Ln Spartanburg, South Carolina 29306 (650) 814-5291 ashoklsanjose@gmail.com	Ashok Vuppala
1488	Educare Learning Solutions LLC	Sylvan Learning of Dublin 4324 Littleleaf Road Naperville, Illinois 60564 (609) 865-9989 jyothsna.kasu@gmail.com	Jyothsna Kasu
1488	Educare Learning Solutions LLC	Sylvan Learning of Dublin 4324 Littleleaf Road Naperville, Illinois 60564 (609) 902-2037 prabhakar.kasu@gmail.com	Prabhakar Kasu
2633	Extending Palms LLC	Sylvan Learning of Wetumpka 101 Southern Oak Lane Wetumpka, Alabama 36093 (334) 538-8182 laquayna@yahoo.com	Laquayna Henley
2633	Extending Palms LLC	Sylvan Learning of Wetumpka 101 Southern Oak Lane Wetumpka, Alabama 36093 (334) 220-3848 roberthenley4@yahoo.com	Robert Henley
3078	8081 Venture Capital L.L.C.	Sylvan Learning of Mableton 6110 Queens River Drive Mableton, Georgia 30126 (718) 450-1229 stewartfamilyatl@gmail.com	Christopher Stewart
3079	Prestige Academics LLC	Sylvan Learning of Canton 37 E Heritage Dr. NE Rydal, Georgia 30171 (254) 247-9663 sarahkatke@yahoo.com	Sarah Whatley
3079	Prestige Academics LLC	Sylvan Learning of Canton 970 Moore Road Jasper, Georgia 30143 (770) 769-8374 sstephens86@yahoo.com	Sharon Stephens
3615	Euell Ventures LLC	Sylvan Learning of Southaven 1 Upper Milligan Springs Rd. Stewart, Mississippi 39767 (214) 929-5938 wharrison@jacksonsylvan.com	William Harrison
4152	Paramount Family Services LLC	Sylvan Learning of Central Newark 300 Summit Road Mountainside, New Jersey 07092 (908) 868-1162 Llewis1231e@aol.com	LaRhonda Lewis
4153	Paramount Family Services LLC	Sylvan Learning of South Newark 300 Summit Road Mountainside, New Jersey 07092 (908) 868-1162 Llewis1231e@aol.com	LaRhonda Lewis

Franchisees Who Have Signed But Not Yet Opened as of March 15, 2023

Center No.	Licensee	Center Address	Franchisee Name
4806	Lakeside Learning, LLC	Sylvan Learning of Morgantown 475 Mountainview Drive Oakland, Maryland 21550 (724) 986-3132 katelyn0101@me.com	Katelyn O'Brien
4806	Lakeside Learning, LLC	Sylvan Learning of Morgantown 204 Smith Pointe Road McHenry, Maryland 21541 (412) 889-9450 sobrien157@mac.com	Suzan O'Brien
8356	Global Tutoring Network LLC	Sylvan Learning of Central Dallas 307 Johnson Lane Ovilla, Texas 75154 (214) 546-8982 lonestareducation5@gmail.com	Israel Cordero
8358	Global Tutoring Network LLC	Sylvan Learning of Forney 307 Johnson Lane Ovilla, Texas 75154 (214) 546-8982 lonestareducation5@gmail.com	Israel Cordero
8358	Global Tutoring Network LLC	Sylvan Learning of Forney 704 Clearman Drive Crandall, Texas 75114 (214) 850-2787 ritasyvantx@gmail.com	Rita McKissick
8359	CSDT Ventures LLC	Sylvan Learning of Celina 7865 Raintree Way Frisco, Texas 75033 (972) 439-2253 shanna19_05@yahoo.com	Shanna Miller
8359	CSDT Ventures LLC	Sylvan Learning of Celina 7865 Raintree Way Frisco, Texas 75033 (469) 471-4284 millercoreym@gmail.com	Corey Miller
8360	CR Thomas, LLC	Sylvan Learning of North Conroe 17711 Broken Pass Lane Cypress, Texas 77433 (469) 774-1862 thomasc01@hotmail.com	Clarence Thomas
8360	CR Thomas, LLC	Sylvan Learning of North Conroe 17711 Broken Pass Lane Cypress, Texas 77433 (469) 744-5571 thomasr107@hotmail.com	Renitta Thomas
8594	The Southern California Learning Corporation	Sylvan Learning of Burbank 10654 Aqueduct Avenue Grenada Hills, California 91344 (818) 620-0770 toddcrabtree@sylvansocal.com	Todd Crabtree
8598	Student Advance Tutoring & Testing LLC	Sylvan Learning of Pico Rivera 7451 Warner Ave, E350 Huntington Beach, California 92647 (310) 971-0262 adriene.aw@gmail.com	Adriene White
8634	Eminent Learning LLC	Sylvan Learning of Port Charlotte 21483 Meehan Ave Port Charlotte, Florida 33952 (941) 456-6284 katie@ximedes.com	Catherine Frisch
8634	Eminent Learning LLC	Sylvan Learning of Port Charlotte 4530 Melbourne Street Port Charlotte, Florida 33980 (941) 204-0990 rowleymd@ximedes.com	Mary Rowley
8635	SUNSHINE EDUCATION SOLUTIONS LLC	Sylvan Learning of Riverview 9452 Channing Hill Drive Ruskin, Florida 33573 (864) 923-8282 vanity@sylvanapollobeach.com	Vanity Barr-Little

Sylvan Learning, LLC

Exhibit J

Franchisees Which Have Been
Terminated, Canceled, Not Renewed or
Otherwise Ceased to
Do Business, or Which Have Not
Communicated



Franchises Which Have Been Terminated, Canceled, Not Renewed, or Otherwise Ceased to do Business or Which Have Not Communicated

January 1, 2022 - December 31, 2022

Owner First Name	Owner Last Name	Home City	Home State	Last Home Phone Number on Record	Summary
Elmo	Altazan	Shreveport	Louisiana	(318) 344-4840	Closed.
Craig	Beckett	Ottawa	Ohio	(419) 969-4828	Transferred.
Caren	Beckett	Ottawa	Ohio	(419) 969-4828	Transferred.
Mark	Bellestri	Castle Rock	Colorado	(612) 481-0406	Transferred a Center. Owns another Center in system.
Jennifer	Bellestri	Castle Rock	Colorado	(612) 242-0875	Transferred a Center. Owns another Center in system.
James	Berryhill	Supulpa	Oklahoma	(918) 749-0655	Closed a Center. Owns another Center in system.
Rand	Bleimeister	Los Angeles	California	(310) 308-1213	Transferred a Center. Owns another Center in system.
Daniel	Callahan	Oak Brook	Illinois	(312) 531-8951	Closed a Center. Owns another Center in system.
Margaret	Callahan	Oak Brook	Illinois	(312) 531-8951	Closed a Center. Owns another Center in system.
Sandip	Chatterjee	Barrington	Illinois	(312) 380-6226	Closed a Center. Owns other Centers in system.
Esther	Contreras	Dallas	Texas	(972) 965-2831	Transferred.
Kelly	Conway	Greenville	North Carolina	(252) 999-2669	Transferred a Center. Owns other Centers in system.
Cliff	Crawford	Portland	Oregon	(503) 249-2855	Closed a Center. Owns other Centers in system.
Sal	Cusanza	Metairie	Louisiana	(504) 885-0014	Closed a Center. Owns other Centers in system.
Chhaya	Dave	Barrington	Illinois	(224) 633-9873	Closed a Center. Owns other Centers in system.
Denise	DeFrehn	Fort Myers	Florida	(239) 275-1130	Transferred.
Anthony	DiGiacomo	Ho Ho Kus	New Jersey	(201) 652-0423	Transferred a Center. Owns other Centers in system.
John	Doak	Tulsa	Oklahoma	(918) 749-0655	Closed a Center. Owns another Center in system.
Kristen	Fischer	Springfield	Missouri	(417) 770-1309	Closed a Center. Owns other Centers in system.
Chris	Fischer	Springfield	Missouri	(417) 773-9411	Closed a Center. Owns other Centers in system.
Ilia	Florentin	La Cañada Flintridge	California	(310) 948-8401	Transferred.
Claire	Florentin	Glendale	California	(818) 668-0731	Transferred.
Mansi	Garg	Bellevue	Washington	(206) 445-9638	Closed a Center. Owns other Centers in system.
Hemant	Garg	Bellevue	Washington	(604) 592-9992	Closed a Center. Owns other Centers in system.
Marshall	Greenhut	Unionville	Connecticut	(707) 738-1251	Closed.
Jeffrey	Greenhut	Unionville	Connecticut	(301) 775-1245	Closed.
Heather	Hamasaki	Spokane	Washington	(509) 979-4687	Closed a Center. Owns another Center in system.
Chad	Hamasaki	Spokane	Washington	(509) 863-8780	Closed a Center. Owns another Center in system.
Glenn	Haring	Moore	Oklahoma	(405) 360-0209	Closed a Center. Owns another Center in system.
Sara	Jane	Wilsonville	Oregon	(503) 353-9013	Closed.
Edayachandran	Jayachandran	Paramus	New Jersey	(201) 982-4013	Closed.
Bhuvaneswari	Jayachandran	Paramus	New Jersey	(973) 262-4474	Closed.
Judy	Johnson	Zephyrhills	Florida	(813) 389-8270	Closed a Center. Owns other Centers in system.
Jong	Kim	Austin	Texas	(972) 342-0277	Closed.
Young	Kim	Austin	Texas	(972) 342-0066	Closed.
Ashish	Kothari	Houston	Texas	(281) 788-7105	Transferred a Center. Owns another Center in system.
Hemali	Kothari	Houston	Texas	(832) 407-6698	Transferred a Center. Owns another Center in system.
Bill	Kramer	Oakland	California	(510) 378-2020	Transferred a Center. Owns other Centers in system.
Holly	Le	Fountain Valley	California	(714) 585-7512	Closed a Center. Owns another Center in system.
Kyle	Leafgren	Fort Worth	Texas	(972) 977-4466	Transferred.
Jay	Lin	Beechhurst	New York	(347) 256-2340	Closed a Center. Owns other Centers in system.
Caroline	Lindeman	Minnetonka	Minnesota	(952) 992-0333	Transferred a Center. Owns another Center in system.
Mike	Loudon	Alpine	Utah	(801) 898-8327	Closed.
Jack	McAboy	Piedmont	California	(510) 428-4125	Transferred a Center. Owns other Centers in system.
Paul	McClenahan	Shreveport	Louisiana	(318) 560-7279	Closed.
Annette	Miller	Lakeland	Florida	(813) 684-2400	Transferred.
Barry	Miller	Girard	Ohio	(330) 289-5247	Transferred a Center. Owns another Center in system.
John	Mosqueda	Dallas	Texas	(214) 546-5092	Transferred.
Nageswararao	Nidamanuru	Breiningsville	Pennsylvania	(561) 319-6359	Closed a Center. Owns another Center in system.
Pradeepa	Nidamanuru	Breiningsville	Pennsylvania	(561) 319-6359	Closed a Center. Owns another Center in system.
Linda	Pham	Fountain Valley	California	(714) 655-1977	Closed a Center. Owns another Center in system.
Chris	Pittner	Round Rock	Texas	(512) 633-9660	Transferred a Center. Owns other Centers in system.
Jano	Pittner	Flower Mound	Texas	(214) 663-4053	Transferred a Center. Owns other Centers in system.
Sue Ann	Pitts	Victoria	Texas	(361) 575-0853	Transferred.
Jack	Pitts	Victoria	Texas	(361) 575-0853	Transferred.
Josh	Ploch	Bixby	Oklahoma	(918) 815-6689	Closed a Center. Owns other Centers in system.
Rebekah	Ploch	Bixby	Oklahoma	(918) 815-6689	Closed a Center. Owns other Centers in system.
Mital	Rathod	Olmsted Township	Ohio	(330) 523-0396	Transferred a Center. Owns another Center in system.
Keven	Richardson	Houston	Texas	(832) 287-2490	Transferred.
Olga	Rodriguez	Macon	Georgia	(863) 701-2554	Transferred.
Miseal	Rodriguez	Macon	Georgia	(478) 757-8276	Transferred.
Anthonette	Ruffino	Bryan	Texas	(979) 846-4988	Transferred.
Jack	Shilling	Murrysville	Pennsylvania	(412) 327-1935	Transferred.
David	Shilling	Gibsonia	Pennsylvania	(412) 805-0063	Transferred.
Jeffrey	Shilling	Murrysville	Pennsylvania	(412) 445-9922	Transferred.
Gail	Smith	Lakewood	Washington	(253) 581-3389	Closed a Center. Owns other Centers in system.
David	Smith III	Lakewood	Washington	(253) 581-3389	Closed a Center. Owns other Centers in system.
Narayan	Subbaroa	Saratoga	California	(408) 472-8639	Transferred.
Charlene	Unger	Unionville	Missouri	(636) 579-4048	Closed.
Kimberly	Vann	Tuscaloosa	Alabama	(205) 310-3849	Closed.
Jansie	Villanueva	Norfolk	Virginia	(626) 696-6979	Closed.

**Franchises Which Have Been Terminated, Canceled, Not Renewed,
or Otherwise Ceased to do Business or Which Have Not Communicated**

January 1, 2022 - December 31, 2022

Owner First Name	Owner Last Name	Home City	Home State	Last Home Phone Number on Record	Summary
Jacqueline	Ward	Unionville	Missouri	(314) 691-2343	Closed.
Randy	Way	Richland	Washington	(509) 736-1509	Transferred.
Grace	Wen	Beechhurst	New York	(646) 641-7293	Closed a Center. Owns other Centers in system.
Brenda	Wheeler	Houston	Texas	(713) 799-1953	Transferred.
John	Wheeler	Houston	Texas	(713) 799-1954	Transferred.
Hsiao-Ping	Wu	Irvine	California	(626) 696-6979	Transferred.

Sylvan Learning, LLC

Exhibit K

Financial Statements



FINANCIAL STATEMENTS

Sylvan LEARNING, LLC's AUDITED CONSOLIDATED BALANCE SHEETS as of December 31, 2021 and 2022, and the related CONSOLIDATED STATEMENTS OF INCOME, STOCKHOLDER'S EQUITY, AND CASH FLOWS for each of the three years in the period ended December 31, 2022.

Sylvan Learning, LLC

**Consolidated Financial Statements
Together with Independent Auditors' Report**

**As of December 31, 2022, and December 25, 2021 and
For the Years Ended December 31, 2022, December 25, 2021 and
December 31, 2020**



INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Sylvan Learning, LLC:

Opinion

We have audited the accompanying consolidated financial statements of Sylvan Learning, LLC, a Delaware limited liability company, which comprise the consolidated balance sheets as of December 31, 2022 and December 25, 2021, and the related consolidated statements of operations and member's equity (deficit), and cash flows for year ended December 31, 2022, the period from September 27, 2021 through December 25, 2021 (Successor Company) and for the period from January 1, 2021 through September 26, 2021 (Predecessor Company) and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Sylvan Learning, LLC as of December 31, 2022 and December 25, 2021, and the results of its operations and its cash flows for the year ended December 31, 2022, the period from September 27, 2021 through December 25, 2021 (Successor Company) and for the period from January 1, 2021 through September 26, 2021 (Predecessor Company) in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Prior Period Financial Statements

The consolidated financial statements of Educate, Inc. (see Note 1) as of December 31, 2020 were audited by other auditors whose report dated March 31, 2021 expressed an unmodified opinion on those statements.

Responsibilities of Management for the Consolidated Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards, we:

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

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

SC+H Attest Services, P.C.

March 30, 2023

Sylvan Learning, LLC

Consolidated Balance Sheets

(in thousands of dollars)

As of	Successor	
	December 31, 2022	December 25, 2021
Assets		
Current Assets		
Cash and cash equivalents	\$ 7,469	\$ 8,567
Trade and notes receivables, net	3,456	2,729
Prepaid expenses and other current assets	457	594
Total Current Assets	11,382	11,890
Property and Equipment, net	584	954
Intangible Assets		
Goodwill	12,361	12,411
Tradenames	24,987	24,987
Franchise rights, net	15,619	17,866
Software and educational content, net	23,922	25,851
Operating Lease Right-of-Use Asset	1,105	2,559
Other Assets and Notes Receivable, net	354	286
Total Assets	\$ 90,314	\$ 96,804
Liabilities and Member's Equity		
Current Liabilities		
Accounts payable and accrued expenses	\$ 2,478	\$ 3,694
Accrued salaries and benefits	3,055	2,705
Due to related party	483	1,792
Current portion of deferred revenue	2,049	1,405
Current operating lease liabilities	1,526	897
Other current liabilities	83	86
Total Current Liabilities	9,674	10,579
Long-Term Liabilities		
Deferred revenue, net of current portion	2,508	2,329
Non-current operating lease liabilities	54	1,755
Total Long-Term Liabilities	2,562	4,084
Total Liabilities	12,236	14,663
Commitment and Contingencies (Notes 8 and 10)		
Sylvan Learning, LLC Member's Equity	78,078	82,141
Total Liabilities and Member's Equity	\$ 90,314	\$ 96,804

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

Sylvan Learning, LLC

Consolidated Statements of Operations and Member's Equity (Deficit)

(in thousands of dollars)

	Successor		Predecessor	
	<i>For the Year Ended December 31, 2022</i>	<i>For the Period September 27, 2021 through December 25, 2021</i>	<i>For the Period January 1, 2021 through September 26, 2021</i>	<i>For the Year Ended December 31, 2020</i>
Revenue				
Franchise revenue	\$ 39,502	\$ 9,154	\$ 26,713	\$ 24,636
Tuition and testing revenue	2,794	512	1,772	1,566
Total Revenues	42,296	9,666	28,485	26,202
Operating Expenses				
Labor and benefits	10,658	2,411	7,478	8,903
Marketing and advertising	9,486	2,186	6,232	5,376
Depreciation and amortization	7,974	1,822	5,634	8,088
Other instructional and operating expenses	9,202	3,961	5,293	7,597
Total Operating Expenses	37,320	10,380 -	24,637	29,964
Operating Income (Loss)	4,976	(714)	3,848	(3,762)
Other Expenses, net				
Interest expense, net	-	2	2,629	2,824
Other non-operating expense, net	17	2	15	27
Foreign and state income taxes	286	68	190	213
Total Other Expenses, net	303	72	2,834	3,064
Net Income (Loss)	4,673	(786)	1,014	(6,826)
Member's Equity, Beginning of Year/Period	82,141	(6,624)	(7,638)	(812)
Distributions	(8,686)	-	-	-
Impact of Acquisition	(50)	89,551	-	-
Member's Equity, End of Year/Period	\$ 78,078	\$ 82,141	\$ (6,624)	\$ (7,638)

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

Sylvan Learning, LLC

Consolidated Statement of Cash Flows

(in thousands of dollars)

	Successor		Predecessor	
	For the Year Ended December 31, 2022	For the Period September 27, 2021 through December 25, 2021	For the Period January 1, 2021 through September 26, 2021	For the Year Ended December 31, 2020
Cash Flows from Operating Activities				
Net income (loss)	\$ 4,673	\$ (786)	\$ 1,014	\$ (6,826)
Adjustments to reconcile net income (loss) to net cash and cash equivalents provided by operating activities:				
Depreciation and amortization of property and equipment	421	102	258	492
Amortization of intangible assets	7,553	1,720	5,376	7,596
Interest incurred, but not paid (interest paid, but incurred in prior year)	-	-	(32)	2,103
Bad debt expense	355	2	(126)	916
Write offs of notes receivable	-	-	-	264
Loss on asset disposals	-	-	5	9
Other	-	-	-	6
Changes in operating assets and liabilities:				
Trade and notes receivables, net	(1,082)	435	904	(1,803)
Prepaid expenses and other current assets	137	(169)	(36)	281
Operating lease right-of-use-asset	1,454	(314)	-	-
Other assets and notes receivable, net	(68)	528	17	277
Accounts payable and accrued expenses and due to related party	(2,525)	2,532	294	(28)
Accrued salaries and benefits	350	730	347	303
Deferred revenue	823	403	(15)	16
Operating lease liabilities and other liabilities	(1,075)	(223)	(134)	(130)
Net Cash and Cash Equivalents Provided by Operating Activities	11,016	4,960	7,872	3,476
Cash Flows from Investing Activities				
Cash paid for internally developed software and educational content	(3,377)	(749)	(2,578)	(3,611)
Capitalized interest on internally developed software and educational content	-	-	(56)	(123)
Purchases of property and equipment	(51)	(8)	(43)	(53)
Net Cash and Cash Equivalents Used in Investing Activities	(3,428)	(757)	(2,677)	(3,787)
Cash Flows from Financing Activities				
Repayments on debt	-	-	(2,700)	(200)
Distributions	(8,686)	-	-	-
Debt issue costs	-	-	-	(64)
Proceeds (payments) from (to) Paycheck Protection Program	-	-	(2,391)	2,374
Net change in capital lease obligations	-	-	(1)	(12)
Net Cash and Cash Equivalents Provided by (Used in) Financing Activities	(8,686)	-	(5,092)	2,098
Increase (Decrease) in Cash and Cash Equivalents	(1,098)	4,203	103	1,787
Cash and Cash Equivalents, beginning of period	8,567	4,364	4,261	2,474
Cash and Cash Equivalents, end of period	\$ 7,469	\$ 8,567	\$ 4,364	\$ 4,261
Supplemental Disclosure of Cash Flow Information:				
Cash paid for interest	\$ 4	\$ 4	\$ 2,687	\$ 711
Supplemental Disclosure of Non-Cash Investing and Financing Activities				
Impact of Acquisition	\$ (50)	\$ 89,551	\$ -	\$ -

Sylvan Learning, LLC

**As of December 31, 2022 and December 25, 2021 and
For the Years Ended December 31, 2022, December 25, 2021 and
December 31, 2020**

(In thousands of dollars)

1. DESCRIPTION OF BUSINESS AND BASIS OF ACCOUNTING

Description of Business

Sylvan Learning, LLC (Sylvan or the Company) is a single-member limited liability company formed on June 15, 2015, in the state of Delaware. Sylvan is wholly-owned by Educate, Inc. (the Parent). Sylvan is a leading pre-K-12 education company delivering supplemental education services to students and their families.

The Sylvan Learning brand delivers personalized tutorial programs primarily to school-aged children through a network of 554 franchised and 5 corporate owned centers. For over 40 years, the Company has provided trusted, personalized instruction to millions of students improving their academic achievement and helping them experience the joy of learning. Sylvan Learning Centers are staffed by trained teachers who deliver high quality education programs that are personalized for each student based upon the results of extensive diagnostic testing.

On September 27, 2021, the Franchise Group bought Educate, Inc. and its subsidiaries for a purchase price of \$83,882 from Guggenheim Partners. The Franchise Group is an owner and operator of franchised and franchisable businesses that continually looks to grow its portfolio of brands while utilizing its operating and capital allocation philosophies to generate strong cash flows.

During the period from September 27, 2021 through December 25, 2021, the Franchise Group determined a change in reporting entity from Educate to Sylvan was advantageous to simplify the audit approach as the debt that previously required the audit of Educate was paid off through the acquisition. In accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 250-210, *Other Presentation Matters*, the change was applied retroactively to all periods presented. The change had no effect on the net income (loss) of prior periods.

Change in Fiscal Year-End

On September 27, 2021, the Board of Directors of Sylvan approved a change in the Company's fiscal year-end from December 31 to the Saturday closest to December 31 of each year. The decision to change the fiscal year-end was done to align Sylvan's year end with the Franchise Group's fiscal year-end.

Basis of Accounting

The accompanying financial statements have been prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

Right of Use Asset

The Company has adopted a policy of capitalizing right-of-use assets of at least one year held under lease liabilities as defined by ASC842. These assets are made up of office space leases (Note 8). The leased assets are recorded at the present value of the lease liability. Right-of-use assets are reviewed annually for impairment in accordance with ASC360. During the years ended December 31, 2022 and December 25, 2021, there were no right-of-use assets that were deemed to be impaired.

Sylvan Learning, LLC

**As of December 31, 2022 and December 25, 2021 and
For the Years Ended December 31, 2022, December 25, 2021 and
December 31, 2020**

(In thousands of dollars)

1. DESCRIPTION OF BUSINESS AND BASIS OF ACCOUNTING – cont'd.

Principles of Consolidation and Variable Interest Entities

In accordance with ASC 810, *Consolidation*, Sylvan consolidates investments where it has a controlling financial interest. The usual condition for a controlling financial interest is ownership of a majority of the voting interest and, therefore, as a general rule ownership, directly or indirectly, of over fifty percent of the outstanding voting shares is a condition for consolidation. For investments in Variable Interest Entities (VIEs), as defined by ASC 810, consolidation is required when an entity is determined to be the primary beneficiary of the variable interest entity. The accompanying consolidated financial statements include the operations of Sylvan Learning, LLC, Educate Corporate Center Holdings, LLC (NLC), Sylvan In-Home, LLC (SIH), and SLC National advertising Fund, Inc. (SNAF). All significant intercompany account balances and transactions have been eliminated in consolidation.

NLC operates our 5 corporate owned learning centers which are located in Maryland and New York. Corporate owned centers are used as testing grounds for new content, new operational procedures and vendor relationships prior to release to the Sylvan franchise system.

SIH operates online marketplace technology which is available throughout the entire United States. The SIH marketplace is utilized by Sylvan and Sylvan franchisees to match tutors with students who need supplemental education services.

SNAF was formed to operate, control and administer a pooled advertising fund for the benefit of Sylvan and its franchisees. All contributions and income earned by SNAF are restricted to expenditures for advertising, marketing and promotional programs, and no part of the members' equity may be distributed or inure to the benefit of any of its members. Sylvan and the Franchise Owner's Association (FOA) each have the right to designate two directors of SNAF or such greater number as may compose one half the number of directors then authorized.

Sylvan reviewed its related parties and concluded that it would consolidate SNAF as a VIE because Sylvan has the power to direct their activities that most significantly affects their economic performance and the right to receive economic benefits from arrangements with SNAF that could potentially be significant. In 2022, NLC and SIH became wholly owned by Sylvan and no longer VIEs of Sylvan.

Sylvan Learning, LLC

As of December 31, 2022 and December 25, 2021 and For the Years Ended December 31, 2022, December 25, 2021 and December 31, 2020

(In thousands of dollars)

1. DESCRIPTION OF BUSINESS AND BASIS OF ACCOUNTING – cont'd.

Principles of Consolidation and Variable Interest Entities – cont'd.

The following condensed balance sheets as of December 31, 2022 and December 25, 2021 and condensed statements of operations for 2022, 2021 and 2020 present the consolidated financial position and consolidated results of operations of Sylvan and the variable interest entities.

Consolidated Balance Sheet as of December 31, 2022				
	Sylvan	SNAF	Eliminations	Consolidated
Total current assets	\$ 12,407	\$ 3,153	\$ (4,178)	\$ 11,382
Property and equipment, net	584	-	-	584
Intangible assets, net	76,889	-	-	76,889
Other long-term assets	1,459	-	-	1,459
Total assets	<u>\$ 91,339</u>	<u>\$ 3,153</u>	<u>\$ (4,178)</u>	<u>\$ 90,314</u>
Total current liabilities	\$ 10,699	\$ 3,153	\$ (4,178)	\$ 9,674
Other long-term liabilities	2,562	-	-	2,562
Total liabilities	<u>13,261</u>	<u>3,153</u>	<u>(4,178)</u>	<u>12,236</u>
Total member's equity	<u>78,078</u>	<u>-</u>	<u>-</u>	<u>78,078</u>
Total liabilities and member's equity	<u>\$ 91,339</u>	<u>\$ 3,153</u>	<u>\$ (4,178)</u>	<u>\$ 90,314</u>

Consolidated Balance Sheet as of December 25, 2021						
	Sylvan	NLC	SIH	SNAF	Eliminations	Consolidated
Total current assets	\$ 22,264	\$ 1,460	\$ 120	\$ 3,011	\$ (14,965)	\$ 11,890
Property and equipment, net	839	115	-	-	-	954
Intangible assets, net	68,138	5,051	7,926	-	-	81,115
Other long-term assets	2,040	805	-	-	-	2,845
Total assets	<u>\$ 93,281</u>	<u>\$ 7,431</u>	<u>\$ 8,046</u>	<u>\$ 3,011</u>	<u>\$ (14,965)</u>	<u>\$ 96,804</u>
Total current liabilities	\$ 7,270	\$ 7,043	\$ 8,220	\$ 3,011	\$ (14,965)	\$ 10,579
Other long-term liabilities	3,675	409	-	-	-	4,084
Total liabilities	<u>10,945</u>	<u>7,452</u>	<u>8,220</u>	<u>3,011</u>	<u>(14,965)</u>	<u>14,663</u>
Total member's equity (deficit)	<u>82,336</u>	<u>(21)</u>	<u>(174)</u>	<u>-</u>	<u>-</u>	<u>82,141</u>
Total liabilities and member's equity (deficit)	<u>\$ 93,281</u>	<u>\$ 7,431</u>	<u>\$ 8,046</u>	<u>\$ 3,011</u>	<u>\$ (14,965)</u>	<u>\$ 96,804</u>

Sylvan Learning, LLC

As of December 31, 2022 and December 25, 2021 and For the Years Ended December 31, 2022, December 25, 2021 and December 31, 2020

(In thousands of dollars)

1. DESCRIPTION OF BUSINESS AND BASIS OF ACCOUNTING – cont'd.

Principles of Consolidation and Variable Interest Entities – cont'd.

Successor Consolidated Statement of Operations Year Ended December 31, 2022				
	Sylvan	SNAF	Eliminations	Consolidated
Total revenues	\$ 36,529	\$ 12,109	\$ (6,342)	\$ 42,296
Total costs and expenses	31,553	12,109	(6,342)	37,320
Operating income	4,976	-	-	4,976
Other expense	3,694	-	-	3,694
Net income	\$ 1,282	\$ -	\$ -	\$ 1,282

	Successor Consolidated Statement of Operations for the period from September 27, 2021 through December 25, 2021					
	Sylvan	NLC	SIH	SNAF	Eliminations	Consolidated
Total revenues	\$ 7,945	\$ 431	\$ 80	\$ 2,974	\$ (1,764)	\$ 9,666
Total costs and expenses	8,328	587	255	2,974	(1,764)	10,380
Operating loss	(383)	(156)	(175)	-	-	(714)
Other expense	72	-	-	-	-	72
Net loss	\$ (455)	\$ (156)	\$ (175)	\$ -	\$ -	\$ (786)

	Predecessor					
	Consolidated Statement of Operations					
	For the period from January 1, 2021 through September 26, 2021					
	Sylvan	NLC	SIH	SNAF	Eliminations	Consolidated
Total revenues	\$ 22,955	\$ 1,639	\$ 133	\$ 8,549	\$ (4,791)	\$ 28,485
Total costs and expenses	18,258	1,780	841	8,549	(4,791)	24,637
Operating income (loss)	4,697	(141)	(708)	-	-	3,848
Other expense	2,834	-	-	-	-	2,834
Net income (loss)	\$ 1,863	\$ (141)	\$ (708)	\$ -	\$ -	\$ 1,014

	Consolidated Statement of Operations					
	Year Ended December 31, 2020					
	Sylvan	NLC	SIH	SNAF	Eliminations	Consolidated
Total revenues	\$ 20,948	\$ 1,455	\$ 112	\$ 8,880	\$ (5,193)	\$ 26,202
Total costs and expenses	22,754	2,206	1,317	8,880	(5,193)	29,964
Operating loss	(1,806)	(751)	(1,205)	-	-	(3,762)
Other expense	3,049	(2)	17	-	-	3,064
Net loss	\$ (4,855)	\$ (749)	\$ (1,222)	\$ -	\$ -	\$ (6,826)

**As of December 31, 2022 and December 25, 2021 and
For the Years Ended December 31, 2022, December 25, 2021 and
December 31, 2020**

(In thousands of dollars)

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Cash and Cash Equivalents

The Company considers all highly liquid investments with original maturities of three months or less at the time of purchase to be cash equivalents. Accounts are guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to \$250 per depositor. The Company periodically maintains cash balances in excess of FDIC coverage. Management considers this to be a normal business risk.

Trade and Notes Receivable

Accounts receivable result from transactions with customers and franchisees. Notes receivable are primarily due from franchisees for sales of corporate owned centers and working capital receivables. The Company reports accounts and notes receivable at their net realizable value. The Company maintains an allowance for doubtful accounts for estimated losses resulting from the inability of its franchisees and debtors to make required payments. The Company calculates the allowance based on a specific analysis of past due balances and also considers historical trends of write-offs. Invoices are past due if not received by the due date which is typically 15-30 days. Actual collection experience has not differed significantly from the Company's estimates, due primarily to credit and collections practices. Balances are written off when management determines that collection is unlikely. Accounts and notes receivable balances due from franchisees are secured by substantially all of the assets of the franchisee's business.

The Company has performed a rigorous credit evaluation of those franchisees who are the counterparties to the notes receivable and where deemed necessary, has recorded an allowance for potentially uncollectible amounts at December 31, 2022 and December 25, 2021. However, because the economic environment is subject to volatility, the ultimate amount of bad debts resulting from the notes receivable may differ from the allowances established at December 31, 2022 and December 25, 2021 and such differences could be material. The allowance for doubtful accounts totaled \$1,437 and \$1,430 as of December 31, 2022 and December 25, 2021, respectively.

Fair Value of Financial Instruments

The amounts reported in the consolidated balance sheets for cash and cash equivalents, trade receivables, accounts payable and accrued expenses approximate fair value due to their short term nature. Management believes that the net book value of notes receivable after considering the allowance approximates the fair value of such notes at December 31, 2022 and December 25, 2021.

**As of December 31, 2022 and December 25, 2021 and
For the Years Ended December 31, 2022, December 25, 2021 and
December 31, 2020**

(In thousands of dollars)

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – cont’d.

Property and Equipment

Property and equipment is stated at net book value. Expenditures for major additions and improvements are capitalized. When property and equipment are retired or otherwise disposed, the cost and accumulated depreciation and amortization are removed from the accounts and any resulting gain or loss is included in the statement of operations and member’s equity (deficit) for the respective period. The cost of property and equipment is depreciated and amortized using the straight-line method over the following estimated useful lives:

Furniture and fixtures	2-7 years
Educational materials	2-5 years
Computer equipment and software	2-3 years
Leasehold improvements	Lesser of useful life or remaining lease term

Goodwill and Indefinite Lived Intangible Assets

The Company accounts for goodwill and intangible assets in accordance with ASC 350, *Intangibles – Goodwill and Other*. Goodwill and non-amortizing intangible assets are initially recorded at their fair values. These assets are not amortized but are evaluated as of the end of July of each fiscal year, and a more frequent evaluation is performed if an event occurs or circumstances change that would more likely than not reduce the assets fair values below their carrying values. Such events or circumstances could include, but are not limited to, significant negative industry or economic trends and unanticipated changes in the competitive environment.

For goodwill, the Company performs a qualitative and/or quantitative assessment to determine whether it is more likely than not that each reporting unit's fair value is less than its carrying value, including goodwill. If the Company determines that it is more likely than not that the fair value of the reporting unit is less than its carrying value, the Company then estimates the fair value. The Company uses either a market multiple method or a discounted cash flow method to estimate the fair value of its reporting units and recognizes goodwill impairment for any excess of the carrying amount of a reporting unit's goodwill over its estimated fair value.

For non-amortizing intangible assets, the Company evaluates its tradenames for impairment by comparing the fair value, based on an income approach using the relief-from-royalty method, to its carrying value. If the carrying value of the asset exceeds its estimated fair value, an impairment loss is recognized in an amount equal to that excess.

**As of December 31, 2022 and December 25, 2021 and
For the Years Ended December 31, 2022, December 25, 2021 and
December 31, 2020**

(In thousands of dollars)

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – cont’d.

Goodwill and Indefinite Lived Intangible Assets – cont’d.

Prior to the acquisition in September of 2021, Sylvan followed Accounting Standards Update (ASU) No. 2014-02—*Intangibles—Goodwill and Other (Topic 350): Accounting for Goodwill*. The adopted guidance allows private companies to amortize goodwill over the useful life of the primary asset acquired in a business combination, not to exceed 10 years. The primary asset is the principal identifiable long-lived or intangible asset from which the acquired business derives its cash-flow generating capacity. Under the standard, goodwill should be tested for impairment only when a triggering event occurs that may reduce the fair value of an entity below its carrying amount. No triggering events occurred for the period from January 1, 2021 through September 26, 2021 or for the year ended December 31, 2020 that would have reduced the fair value of the entity below its carrying amount.

Amortizable Intangible Assets

Amortizable intangible assets consist principally of franchise license rights, patents and software and educational content. Intangible assets with finite lives are amortized over their estimated useful lives. The franchise license rights are being amortized over their expected useful lives of 15 years while patents and software and educational content are typically amortized over 5 years.

Software and Educational Content

Sylvan incurs direct costs to develop software and educational content for use by our franchisees. Costs associated with programs which are deemed recoverable through operations of the franchise system are deferred until the program is released for use. The Company amortizes the capitalized software and educational content using the straight line method over five years.

Impairment of Long-Lived Assets

The Company periodically evaluates the net realizable value of long-lived assets, principally furniture and equipment, goodwill and intangible assets, relying on a number of factors including operating results, business plans, economic projections and anticipated future cash flows. An impairment in the carrying value of an asset is recognized whenever future cash flows (undiscounted) from an asset or asset group are estimated to be less than its carrying value. The amount of the impairment recognized is the difference between the carrying value of the asset and its fair value. There were no impairment losses recorded for the year ended December 31, 2022, the period from September 27, 2021 through December 25, 2021, the period from January 1, 2021 through September 26, 2021 and in the year ended December 31, 2020.

**As of December 31, 2022 and December 25, 2021 and
For the Years Ended December 31, 2022, December 25, 2021 and
December 31, 2020**

(In thousands of dollars)

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – cont’d.

Revenue Recognition

ASC 606, *Revenue from Contracts with Customers*, outlines a single, comprehensive model for entities to use in accounting for revenue arising from contracts with customers and superseded most revenue recognition guidance issued by the FASB, including industry specific guidance.

ASC 606 includes the following steps for revenue recognition:

- Identification of the contract, or contracts with a customer.
- Identification of the performance obligations in the contract.
- Determination of the transaction price.
- Allocation of the transaction price to the performance obligations in the contract.
- Recognition of the revenue when, or as, the Company satisfies a performance obligation.

The Company has determined that the franchise fee received from sales of new franchises and the selling of existing franchises do not relate to separate and distinct performance obligations from the franchise right and those upfront fees will therefore be recognized as revenue over the term of each respective franchise agreement, which is typically 10 years. Under previous guidance, the Company recognized such fees as revenue once the initial services required by the franchisor were performed.

Franchise and Franchise-related Revenue

Most franchised learning centers pay a 16% monthly royalty fee based on cash receipts, payable by the fifteenth day of the following month. New franchises pay an upfront fee, which is deferred and recognized over the initial license term of 10 years or the customer life, whichever is shorter. Other franchise-related revenues include Contact Center charges, SylvanSync fees, HUB fees, and Content revenues, which are annual or monthly services charged in addition to the royalty. Franchise and franchise-related revenues are recorded in the month earned if collectability is reasonably assured, and when performance obligations have been satisfied. Estimates of royalties earned but unreported by franchisees at the balance sheet date are recorded as revenue and accounts receivable and are adjusted to actual amounts when reported and paid by the franchisee.

Sylvan Learning, LLC

As of December 31, 2022 and December 25, 2021 and For the Years Ended December 31, 2022, December 25, 2021 and December 31, 2020

(In thousands of dollars)

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – cont'd.

Tutoring Revenue and Media Revenue

Fees from tutoring, supplemental education services and advertising are recognized as revenue in the period the services have been provided or performance obligations have been satisfied. Fees collected in advance of providing services are recorded as deferred revenue.

A summary of disaggregated revenue is as follows:

	Successor	Successor	Predecessor	Predecessor
	For the year ended December 31, 2022	For the period from September 27, 2021 through December 25, 2021	For the period from January 1, 2021 through September 26, 2021	For the year ended December 31, 2020
Disaggregation of Revenue				
Franchise revenue	\$ 29,840	\$ 7,116	\$ 20,387	\$ 18,273
Media revenue	5,383	1,206	3,683	3,519
Tutoring revenue	2,794	512	1,772	1,566
Contact center revenue	2,570	564	1,362	1,205
Other	1,709	268	1,281	1,639
	<u>\$ 42,296</u>	<u>\$ 9,666</u>	<u>\$ 28,485</u>	<u>\$ 26,202</u>

Contract Balances

Contract assets consist of deferred commissions related to the sale of new franchises or the resale of existing franchise locations. Contract assets are presented in other assets and notes receivable, net on the consolidated balance sheets and are \$329 and \$233 as of December 31, 2022, and December 25, 2021, respectively.

Contract liabilities consist of deferred franchise sales revenue from the sale of new franchises or the resale of existing franchise locations and tutoring revenue for tutoring services prepaid and not yet provided. The current portion of deferred revenue totaled \$2,049 and \$1,405 as of December 31, 2022, and December 25, 2021. Long-term contract liabilities are in long-term liabilities on the consolidated balance sheets and are \$2,508 and \$2,329 as of December 31, 2022, and December 25, 2021, respectively.

Marketing and Advertising

Sylvan expenses marketing and advertising costs as incurred.

**As of December 31, 2022 and December 25, 2021 and
For the Years Ended December 31, 2022, December 25, 2021 and
December 31, 2020**

(In thousands of dollars)

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – cont’d.

Income Taxes

Sylvan has elected to be taxed as a limited liability corporation under sections of Federal and state income tax laws. Accordingly, the Company is taxed under the partnership provisions of the Internal Revenue Code (the Code). Under the partnership provisions of the Code, the members of the limited liability company include the Company's income or loss on their respective tax returns. Amounts recorded on the consolidated statements of operations and member's equity (deficit) related to minimum state payments and amounts withheld from royalty from international franchisees.

The Company recognizes the financial statement benefit of an income tax position only after determining that the relevant taxing authority would more likely than not sustain the position following an audit. For tax positions meeting the more likely than not threshold, the amount recognized in the financial statements is the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement with the relevant taxing authority.

The Company's policy is to treat interest and penalties associated with taxes as income tax expense. No interest or penalties were recognized for the year ended December 31, 2022, the period from September 27, 2021 through December 25, 2021, the period from January 1, 2021 through September 26, 2021 and for the year ended December 31, 2020.

The Company is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress.

Use of Estimates

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from those estimates.

Recent Accounting Pronouncements

In January 2017, the FASB issued ASU No. 2017-04, "*Intangibles - Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment*." This standard eliminates Step 2 from the goodwill impairment test. Instead, an entity should compare the fair value of a reporting unit with its carrying amount and recognize an impairment charge for the amount by which the carrying amount exceeds the reporting unit's fair value, not to exceed the total amount of goodwill allocated to the reporting unit. The ASU is effective for the Company for the 2023 fiscal year. Sylvan is currently evaluating the impact of the adoption of this standard to its consolidated financial statements.

**As of December 31, 2022 and December 25, 2021 and
For the Years Ended December 31, 2022, December 25, 2021 and
December 31, 2020**

(In thousands of dollars)

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – cont’d.

Recently Adopted Accounting Principle

Effective September 27, 2021, the Company adopted Accounting Standards Update (ASU) 2016-02, *Leases* (ASC 842), which modifies the guidance for lease accounting. The new guidance requires lessees to recognize lease assets and liabilities on the balance sheet for both operating and financing leases, with the exception of leases with an original term of 12 months or less. Under the previous guidance, recognition of lease assets and liabilities was not required for operating leases. The new guidance requires that lease assets and liabilities be recognized and measured initially based at the present value of the lease payments. The Company used the modified retrospective transition approach to adopt this guidance, which allows a cumulative effect adjustment to apply the new lease standard at the adoption date and does not require adjustments to comparative periods or modified disclosures in those comparative periods. In addition, the Company made the following elections:

- The Company elected the package of practical expedients to not reassess prior conclusions related to contracts containing leases, lease classification and initial direct costs for all leases upon transition.
- The Company did not elect the hindsight practical expedient upon transition for all leases.
- The Company elected the short-term lease measurement and recognition exemption, resulting in lease payments being recorded as an expense on a straight-line basis over the lease term.
- The Company elected to include both lease and non-lease components as a single component for all leases.

As a result of the adoption of ASU 2016-02, the Company recognized a lease liability of \$2,874, which represents the present value of the remaining lease payments, and a right-of-use asset of \$2,874 as of September 27, 2021. Sylvan adopted ASU 2016-02 at the time of purchase, so no adjustments for prior deferred rent or tenant allowances were included the right-of-use asset. The adoption of this guidance did not have a material impact on Sylvan’s cash flows. Lease expense increased \$35 a month after adoption as deferred rent and tenant improvement allowances were not included in the calculation of the right-of-use-asset. Due to the adoption of the standard using the modified retrospective transition approach, there are no changes to the previously reported results prior to September 27, 2021.

3. PURCHASE ACCOUNTING

On September 27, 2021, The Franchise Group completed its acquisition of Educate, Inc.. The preliminary fair value of the consideration transferred at the acquisition date was \$83,882. Acquisition fees of \$1,792 were incurred and are recorded in other instructional and operating expenses on the accompanying consolidated statements of operations and member’s equity (deficit) for the period ending December 25, 2021.

The purchase price was allocated to assets acquired and liabilities assumed based on the estimate of fair value on the acquisition date. The excess of the purchase price over the fair value of the tangible and intangible assets acquired totaled \$13,367 and was recorded as goodwill on the balance sheet.

Sylvan Learning, LLC

As of December 31, 2022 and December 25, 2021 and For the Years Ended December 31, 2022, December 25, 2021 and December 31, 2020

(In thousands of dollars)

3. PURCHASE ACCOUNTING – cont'd.

The following table summarizes the estimated assets and liabilities assumed as of the date of acquisition:

	As of September 27, 2021
Cash and cash equivalents	\$ 4,364
Accounts receivable	3,166
Prepaid expenses and other assets	425
Property and equipment	1,048
Goodwill	13,367
Trademarks	24,987
Franchise rights	18,265
Software and educational content	26,423
Other non-current assets	3,059
Total assets	95,104
Accounts payable and expenses	2,954
Accrued salaries and benefits	1,975
Deferred revenue	1,057
Lease liabilities	2,875
Other liabilities	2,361
Total liabilities	11,222
Consideration transferred	\$ 83,882

The preliminary estimates of the fair value of identifiable assets acquired and liabilities assumed are subject to revisions, which may result in an adjustment to the preliminary values presented above.

During December 2021, a working capital adjustment of \$956 resulted in a reduction of consideration transferred and goodwill. As of December 25, 2021, total consideration transferred and goodwill totaled \$82,926 and \$12,411, respectively.

The Company completed the final purchase price allocation on March 26th, 2022. A working capital adjustment of \$50 was made and resulted in a reduction of consideration transferred and a reduction of goodwill. As of December 31, 2022, total consideration transferred and goodwill totaled \$82,876 and \$12,361, respectively.

Sylvan Learning, LLC

As of December 31, 2022 and December 25, 2021 and For the Years Ended December 31, 2022, December 25, 2021 and December 31, 2020

(In thousands of dollars)

4. PROPERTY AND EQUIPMENT

Property and equipment consist of the following as of:

	December 31, 2022	December 25, 2021
Furniture and fixtures	\$ 114	\$ 121
Computer equipment and software	320	267
Leasehold improvements	667	668
	1,101	1,056
Less: accumulated depreciation and amortization	(517)	(102)
Property and equipment, net	\$ 584	\$ 954

Depreciation is computed using the straight-line method over the estimated useful lives of the assets. Amortization of leasehold improvements is computed using the straight-line method over the lesser of the useful life of the asset or the remaining term of the lease. Depreciation and amortization expense for the year ended December 31, 2022, the period from September 27, 2021 through December 25, 2021, the period from January 1, 2021 through September 26, 2021 and for the year ended December 31, 2020, totaled \$421, \$102, \$258, and \$492, respectively.

5. GOODWILL

Changes in the carrying amount of goodwill are summarized as follows:

	Successor As of December 31, 2022	Successor As of December 25, 2021	Predecessor As of September 27, 2021	Predecessor As of December 31, 2020
Goodwill	\$ 12,411	\$ -	\$ 2,361	\$ 3,154
Plus (Less): Purchase accounting	(50)	12,411	(1,770)	-
Less: Centers sold	-	-	-	(4)
Less: amortization	-	-	(591)	(789)
Goodwill, net	\$ 12,361	\$ 12,411	\$ -	\$ 2,361

While under predecessor ownership, Sylvan incurred \$591 of goodwill amortization expense for the period January 1, 2021 through September 26, 2021. For the year ended December 31, 2020 goodwill amortization expense was \$789, based on a ten year amortization of goodwill. There was no goodwill impairment for the year ended December 31, 2022, the period from January 1, 2021 through September 26, 2021, the period September 27, 2021 through December 25, 2021 or the year ended December 31, 2020.

Sylvan Learning, LLC

As of December 31, 2022 and December 25, 2021 and For the Years Ended December 31, 2022, December 25, 2021 and December 31, 2020

(In thousands of dollars)

5. GOODWILL – cont'd.

In 2020, NLC sold one center. There was a total of \$4 in goodwill that was allocated to the sold center. This write-off of \$4 is included in other instructional and operating expenses on the accompanying consolidated statements of operations and member's equity (deficit).

6. OTHER INTANGIBLE ASSETS

A summary of other intangible assets other than goodwill at December 31, 2022 and December 25, 2021 is as follows:

		Successor	Successor
	Useful Life	December 31,	December 25,
	In years	2022	2021
Indefinite-lived intangible assets not subject to amortization			
Trademarks	Indefinite	\$ 24,987	\$ 24,987
		24,987	24,987
Intangibles subject to amortization:			
Software and educational content	2-5	30,548	27,172
Franchise Rights	15	18,265	18,265
		48,813	45,437
Less: accumulated amortization		(9,272)	(1,720)
Intangibles, net		\$ 64,528	\$ 68,704

Amortization expense for other intangible assets for the year ended December 31, 2022, for the period from September 27, 2021 through December 25, 2021, the period from January 1, 2021 through September 26, 2021 and for the year ended December 31, 2020 totaled \$7,553, \$1,720, \$4,785 and \$6,812, respectively. Of this amortization, amortization expense for software and educational content which is included in the preceding sentence, for the year ended December 31, 2022, the period from September 27, 2021 through December 25, 2021, the period from January 1, 2021 through September 26, 2021 and for the year ended December 31, 2020 totaled \$5,305, \$1,321, \$3,900, \$5,611, respectively. Based on the original useful lives of assets, the weighted average amortization period for software and patent intangible assets subject to amortization was five years as of December 31, 2022 and December 25, 2021. The weighted average amortization period for franchise rights subject to amortization was 15 years as of December 31, 2022 and December 25, 2021. The weighted average of total intangible assets subject to amortization was 9 years as of December 31, 2022 and December 25, 2021.

Sylvan Learning, LLC

As of December 31, 2022 and December 25, 2021 and For the Years Ended December 31, 2022, December 25, 2021 and December 31, 2020

(In thousands of dollars)

6. OTHER INTANGIBLE ASSETS – cont'd.

As of December 31, 2022, estimated future amortization expense of intangible assets subject to amortization is as follows:

2023	\$	7,246
2024		7,246
2025		7,246
2026		5,924
2027		1,941
Thereafter		9,938
	\$	39,541

7. DEBT

Acquisition by the Franchise Group

On September 27, 2021, Sylvan was acquired by the Franchise Group in a cash free, debt free deal. The 2015 Term Loan, described in more detail below, was paid off through the acquisition. As of December 31, 2022 and December 25, 2021, Sylvan has no debt outstanding.

Paycheck Protection Program Loan

On April 13, 2020, the Company received \$2,374 from the Paycheck Protection Program (PPP). This program was created by the federal government to assist small businesses who were affected by the COVID-19 pandemic.

The PPP loan had a two-year maturity with a 1% interest rate. Interest accrued on the loan during the first 16 months, however, no payments were due.

The Company decided to pay the PPP loan back before maturity and in full, with interest, in March 2021. Total interest expense incurred was \$5.

8. LEASES

Effective September 27, 2021, the Company adopted ASU 2016-02, *Leases* (ASC 842), which modifies the guidance on lease accounting (Note 1). Sylvan conducts a significant portion of its operations from leased facilities which consist of retail store and office locations. The lease terms of substantially all these leases are five years or less. Operating leases with an initial term of 12 months or less are not recorded on the consolidated balance sheets, and Sylvan recognizes rent expense for these leases on a straight-line basis over the lease term. For leases with an initial term in excess of 12 months, lease right-of-use assets and lease liabilities are recognized based on the present value of the future lease payments over the committed lease term at the lease commencement date.

Sylvan Learning, LLC

**As of December 31, 2022 and December 25, 2021 and
For the Years Ended December 31, 2022, December 25, 2021 and
December 31, 2020**

(In thousands of dollars)

8. LEASES – cont’d.

Sylvan’s leases do not provide an implicit rate; therefore, Sylvan uses its incremental borrowing rate and the information available at the lease commencement date in determining the present value of future lease payments. The incremental borrowing rate is the rate of interest that Sylvan would have to pay to borrow, on a collateralized basis over a similar term, an amount equal to the lease payments in a similar economic environment. Many of the leases contain options to renew, generally with one renewal period ranging from one to three years.

During December 2022, Sylvan exercised the early termination option outlined in the headquarters lease. The total exit payment is \$801 and is currently being expensed on a straight-line basis over the lease term.

Sylvan has lease agreements with lease and non-lease components, which the Company elects to combine as one lease component for all classes of underlying assets. Non-lease components include variable costs based on actual costs incurred by the lessor related to the payment of real estate taxes, common area maintenance, and insurance. These variable payments are expensed as incurred as variable lease costs.

Rent expense is recorded in other instructional and operational expenses on the consolidated statements of operations and member’s equity (deficit) and amounted to the following:

	Successor	Successor	Predecessor	Predecessor
	December 31, 2022	For the period from September 27, 2021 through December 25, 2021	For the period from January 1, 2021 through September 26, 2021	December 31, 2020
Operating lease cost	\$ 1,408	\$ 341	\$ 615	\$ 843
Variable operating lease cost	101	18	37	74
Total operating lease cost	\$ 1,509	\$ 359	\$ 652	\$ 917

Future minimum lease payments, net of sublease payments, at December 31, 2022, by year and in the aggregate, under all noncancelable operating leases are as follows:

2023	\$ 1,526
2024	32
2025	22
Total	\$ 1,580

The weighted average remaining lease years and weighted average discount rates at December 31, 2022 are as follows:

	December 31, 2022	December 25, 2021
Weight average remaining lease terms (years)	\$ 1	\$ 2
Weighted average discount rates	4.50%	4.57%

Sylvan Learning, LLC

As of December 31, 2022 and December 25, 2021 and For the Years Ended December 31, 2022, December 25, 2021 and December 31, 2020

(In thousands of dollars)

9. FRANCHISEE NOTES RECEIVABLE

Sylvan provides loans to certain franchisees for working capital purposes and territory expansions. In prior years, NLC sold corporate owned centers and recorded financing for these sales with terms ranging from 3 to 120 months, bearing interest at rates ranging from 0.0% to 5.0% as of December 31, 2022 and December 25, 2021.

Notes receivable, which is reported in trade receivables and other assets on the consolidated balance sheets, consists of the following at December 31, 2022 and December 25, 2021:

	Successor December 31, 2022	Successor December 25, 2021
Sales of centers	\$ 133	\$ 659
Working capital	132	282
New territory loan	17	43
Unamortized discount and allowance for doubtful accounts	(282)	(896)
	-	88
Less: current portion of notes receivable, net	-	65
Total long-term notes receivable	\$ -	\$ 23

10. COMMITMENTS AND CONTINGENCIES

The Company is subject to legal actions arising in the ordinary course of its business. The Company has adequate legal defenses, insurance coverage, and/or indemnifications from former subsidiaries with respect to such actions and does not believe any settlement would materially affect the Company's financial position.

The Company entered into a minimum purchase commitment of \$1,300 with a vendor who delivers educational content to certain franchisees. The amount of time to reach the minimum amount of purchases ended on December 31, 2020. The Company did not reach the minimum purchase amount and accrued \$459 for the minimum payment due as of December 31, 2020. As of December 31, 2022 and December 31, 2021, \$119 and \$357, respectively is still outstanding. The commitment is recorded in accounts payable and accrued expenses on the consolidated balance sheets.

11. EMPLOYEE BENEFIT PLAN

Sylvan sponsors defined contribution retirement plans under Section 401(k) of the Internal Revenue Code. The provisions of these plans allow for voluntary employee contributions of up to 20% of salary, subject to certain annual limitations. All employees are eligible after meeting certain minimum service requirements.

Sylvan Learning, LLC

As of December 31, 2022 and December 25, 2021 and For the Years Ended December 31, 2022, December 25, 2021 and December 31, 2020

(In thousands of dollars)

11. EMPLOYEE BENEFIT PLAN – cont'd.

The Company may, at its discretion, make matching contributions, which are allocated to eligible participants. The Company made discretionary contributions of \$0, \$16, \$62, and \$78 during the year ended December 31, 2022, the period from September 27, 2021 through December 25, 2021, the period from January 1, 2021 through September 26, 2021 and during the year ended December 31, 2020, respectively.

12. RELATED PARTY

Related party charges are recorded in the consolidated statements of operations and member's Equity (Deficit) as follows:

	Successor	Successor	Predecessor	Predecessor
	December 31, 2022	For the period from September 27, 2021 through December 25, 2021	For the period from January 1, 2021 through September 26, 2021	December 31, 2020
Interest expense, net	\$ -	\$ -	\$ 2,687	\$ 711
Other instructional and operating expenses	2,128	1,792	-	-
Related party expenses	\$ 2,128	\$ 1,792	\$ 2,687	\$ 711

As of December 31, 2022 and December 25, 2021, Sylvan owed the Franchise Group \$483 and \$1,792, respectively. Amounts owed consist of allocations, shared services, acquisition costs and management fees.

Prior to the acquisition by the Franchise Group, Sylvan's debt was held by its equity owners. Amounts paid related to the interest expense correlated with this debt and are outlined in the chart above. See Note 7 for information on the debt.

13. SUBSEQUENT EVENTS

Sylvan has evaluated subsequent events that have occurred for recognition or disclosure through March 30, 2023 the date the financial statements were available to be issued and determined that there were no events requiring recognition or disclosure.

Sylvan Learning, LLC

Exhibit L

Multi-Territory Incentive Plan Amendment



EXHIBIT L

MULTI-TERRITORY INCENTIVE PLAN AMENDMENT

This Multi-Unit Territory Incentive Plan Amendment (this “Amendment”) is entered into as of _____ (the “Effective Date”) by and between Sylvan Learning, LLC (“Sylvan”), a Delaware limited liability company, with a principal place of business at 4 North Park Drive, Suite 500, Hunt Valley, MD 21030, and _____ (“Licensee”), with a principal place of business at _____.

WHEREAS, Licensee has expressed an interest in purchasing more than one new Sylvan territory as part of a “Multi-Unit Territory Incentive Plan”; and

WHEREAS, to incentivize Licensee to purchase more than one new Sylvan territory, Sylvan is willing to offer certain modified terms and conditions as part of the Multi-Unit Territory Incentive Plan related to the amount and timing of the Initial License Fees due and the Required Open Dates for the Primary Centers in each new Sylvan territory; and

WHEREAS, the parties wish to modify the Sylvan License Agreements described in Section 1 below to reflect the Multi-Unit Territory Incentive Plan described herein; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Incorporation. This Exhibit forms an essential part of the License Agreements to which it is attached. For reference, the License Agreements include [insert License Agreement Numbers], each dated as of the Effective Date hereof (collectively, the “License Agreements”). The License Agreements govern new Sylvan Territories [insert Territory Numbers], respectively (collectively, the “Territories”).

2. Required Open Date. Paragraph 1.6 of each of the License Agreements is hereby amended such that the “Required Open Date” for the Primary Center in each Territory is replaced with the applicable date set forth in the table below:

Sylvan License Agreement/Territory	Required Opening Date
First Territory	[6 months from Effective Date]
Second Territory	[12 months from Effective Date]
Third Territory	[18 months from Effective Date]
Fourth Territory	[24 months from Effective Date]
Fifth Territory	[30 months from Effective Date]
Sixth Territory	[36 months from Effective Date]

3. Initial License Fee. Paragraph 6.1 of each of the License Agreements is hereby amended such that the “Initial License Fee” due to Sylvan in connection with each Territory is replaced with the applicable amount set forth in the table below. The Initial License Fee for each of the License Agreements is due upfront upon the execution of the respective License Agreement.

Sylvan License Agreement/Territory	Initial License Fee
First Territory	\$34,900
Second Territory	\$20,000
Third Territory	\$20,000
Fourth Territory	\$20,000
Fifth Territory	\$20,000
Sixth Territory	\$20,000

4. Material Defaults.

4.1. The following constitutes an additional curable material default under each of the License Agreements:

4.1.1. Failure to commence full and continuous operation of any Primary Center by its Required Open Date.

4.2. Each of the following constitutes an additional incurable material default under each of the License Agreements:

4.2.1. Failure to operate fully and continuously each Primary Center after its Required Open Date without the prior written approval of Sylvan.

4.2.2. Failure to pay any Initial License Fee or portion thereof in full and on time according to the schedule above.

4.3. Each material default above shall be governed by the default and termination provisions set forth within the License Agreements.

IN WITNESS WHEREOF, the parties hereto have set their respective hands, as of the day and year first above written

Sylvan Learning, LLC

LICENSEE: _____

By: _____

By: _____
(signature)

Title: _____

Title: _____

Date: _____

By: _____
(signature)

Title: _____

Individually and as an officer or partner of a
(State/Province Entity Type)

Date:_____

If Licensee is a corporation, limited partnership, or a partnership, the shareholders or partners agree to be bound by the Amendment.

	Percentage Interest Owned
_____ Name: <u>Guarantor1</u> Shareholder/Limited Partner/Partner	_____
_____ Name:_____ Shareholder/Limited Partner/Partner	_____
_____ Name:_____ Shareholder/Limited Partner/Partner	_____
_____ Name:_____ Shareholder/Limited Partner/Partner	_____
_____ Name:_____ Shareholder/Limited Partner/Partner	_____

Sylvan Learning, LLC

Exhibit M

List of State Administrators



LIST OF STATE ADMINISTRATORS

<u>California</u> Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 (213) 576-7500	<u>New York</u> New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8236
<u>Hawaii</u> Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	<u>North Dakota</u> North Dakota Securities Department 600 Boulevard Avenue, State Capitol Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712
<u>Illinois</u> Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	<u>Rhode Island</u> Department of Business Regulation Securities Division Bldg. 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, RI 02920 (401) 462-9527
<u>Indiana</u> Franchise Section Indiana Securities Division Secretary of State Room E-111, 302 West Washington St. Indianapolis, IN 46204 (317) 232-6681	<u>South Dakota</u> Department of Labor and Regulation Division of Insurance – Securities Regulation 124 S. Euclid Avenue, Suite 104 Pierre, SD 57501-3185 (605) 773-3563
<u>Maryland</u> Office of the Attorney General Securities Division 200 Saint Paul Place Baltimore, MD 21202-2020 (410) 576-6360	<u>Virginia</u> State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051
<u>Michigan</u> Department of Attorney General – Consumer Protection Division G. Mennen Williams Building 525 W. Ottawa St. P.O. Box 30212 Lansing, MI 48933 Lansing, MI 48909 (517) 373-7117	<u>Washington</u> Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, S.W. Tumwater, WA 98501 (360) 902-8760
<u>Minnesota</u> Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 296-4026	<u>Wisconsin</u> Office of the Commissioner of Securities Department of Financial Institutions 4822 Madison Yards Way, North Tower Madison, WI 53705 (608) 261-9555

Sylvan Learning, LLC

Exhibit N

List of Agents for Service of Process



LIST OF AGENTS FOR SERVICE OF PROCESS

CALIFORNIA Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free: (866) 275-2677	NEW YORK New York State Department of State 99 Washington Avenue, 6 th Floor Albany, New York 12231 (518) 473-2492
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	NORTH DAKOTA North Dakota Securities Commissioner 600 Boulevard Avenue, State Capitol Fifth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712
ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	RHODE ISLAND Director of Department of Business Regulation Department of Business Regulation Securities Division Bldg. 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Indiana Secretary of State Room E-018, 302 West Washington St. Indianapolis, IN 46204 (317) 232-6681	SOUTH DAKOTA Director of Division of Securities Division of Insurance – Securities Regulation 124 S. Euclid Avenue, Suite 104 Pierre, SD 57501-3185 (605) 773-3563
MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	VIRGINIA Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
MICHIGAN Dept. of Energy, Labor, & Economic Growth Corporations Division P.O. Box 30054 Lansing, Michigan 48909 7150 Harris Drive Lansing, Michigan 48909 (517) 373-7117	WASHINGTON Director of Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, S.W. Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 296-4026	WISCONSIN Commissioner of Securities 4822 Madison Yards Way, North Tower Madison, WI 53705 (608) 261-9555

Sylvan Learning, LLC

Exhibit O

State Addenda to the Disclosure Document



STATE ADDENDA

Exhibit O.1	California
Exhibit O.2	Hawaii
Exhibit O.3	Illinois
Exhibit O.4	Indiana
Exhibit O.5	Maryland
Exhibit O.6	Minnesota
Exhibit O.7	New York
Exhibit O.8	North Dakota
Exhibit O.9	Rhode Island
Exhibit O.10	South Dakota
Exhibit O. 11	Virginia
Exhibit O.12	Washington
Exhibit O.13	Wisconsin

EXHIBIT O. 1
ADDENDUM TO SYLVAN LEARNING, LLC DISCLOSURE DOCUMENT FOR THE STATE OF CALIFORNIA

The California Franchise Relations Act (Business and Professions Code Section 20000-20043) became effective on October 1, 1980. This Act provides certain rights to franchisees, including (i) limitations on a franchisor's ability to terminate a franchise except for good cause, (ii) restrictions on a franchisor's ability to deny renewal of a franchise, (iii) circumstances under which a franchisor may be required to purchase certain inventory of franchisees when a franchise is terminated or not renewed in violation of the statute, and (iv) provisions relating to arbitration. To the extent the Act applies and provisions of your License Agreement with SYLVAN are inconsistent with the terms of the Act, the terms of the Act will control.

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.

SYLVAN targets its franchise marketing efforts to individuals with prior experience in the field of education. Persons with such experience may be more suitable to operate a SYLVAN franchise.

Neither SYLVAN nor any person listed 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 such persons from membership in such association or exchange.

The License Agreement (the term SYLVAN uses for its 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 License Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law (see the California Rider to the License Agreement).

The License Agreement requires that any litigation be filed in the courts of the state where the other party is located. If you file a lawsuit against SYLVAN, this would require you to file the suit in Maryland. This provision of the License Agreement may not be enforceable under California law.

The License Agreement provides that the laws of Maryland shall govern the License Agreement. This provision may not be enforceable under California law.

SYLVAN will provide training in the areas of administering diagnostic skills tests and training students in reading and mathematics, in addition to training in running a business. Although you are not required to have prior experience in these areas, such experience could be beneficial to you in the operation of the licensed business.

Our website has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the content of this website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov.

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

In recognition of the requirements of the California Franchise Investment Law, the disclosure document for Sylvan for use in the State of California shall be amended as follows:

1. Item 6 and Item 10, Additional Disclosure:

The highest interest rate allowed by law in California is 10% annually.

2. Exhibit R, Additional Disclosure. The following provision shall be added to the end of Exhibit R, The Acknowledgment and Representations Statement:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

EXHIBIT O. 2
ADDENDUM TO SYLVAN LEARNING, LLC DISCLOSURE DOCUMENT FOR THE STATE OF HAWAII

SYLVAN HAS FILED THESE FRANCHISES UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. SYLVAN'S FILING DOES NOT CONSTITUTE THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS' APPROVAL, RECOMMENDATION OR ENDORSEMENT OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED IN THE DISCLOSURE DOCUMENT IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN HAWAII WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. YOU SHOULD REFER TO THE CONTRACT OR AGREEMENT FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH SYLVAN AND YOU.

In recognition of the requirements of the Franchise Investment Law of the State of Hawaii, the disclosure document for Sylvan for use in the State of Hawaii shall be amended as follows:

1. Registered agent in the state authorized to receive service of process:

Commissioner of Securities of the State of Hawaii
Department of Commerce & Consumer Affairs
Business Registration Division
Securities Compliance Branch
355 Merchant Street, Room 203
Honolulu, Hawaii 96813

This proposed registration is or will be shortly on file in the states of California, Hawaii, Illinois, Indiana, Maryland, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

There are two current owners of franchises in the state of Hawaii for this offering.

No states have refused, by order or otherwise, to register these franchises.

No states have revoked or suspended the right to offer these franchises.

The proposed registration of these franchises has not been withdrawn in any state.

2. Exhibit R, Additional Disclosure. The following provision shall be added to the end of Exhibit R, The Acknowledgment and Representations Statement:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

EXHIBIT O. 3
ADDENDUM TO SYLVAN LEARNING, LLC DISCLOSURE DOCUMENT FOR THE STATE OF ILLINOIS

To the extent the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§705/1 – 705/44 applies, the terms of this Addendum apply.

Illinois law governs the License Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Exhibit R, Additional Disclosure. The following provision shall be added to the end of Exhibit R, The Acknowledgment and Representations Statement:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

EXHIBIT O. 4
ADDENDUM TO SYLVAN LEARNING, LLC DISCLOSURE DOCUMENT FOR THE STATE OF
INDIANA

SYLVAN is not involved in any pending arbitration and has not, during the ten-year period immediately preceding the date of this Disclosure Document, been a party to any arbitration proceeding.

The Indiana Franchise Law (Indiana Code, Title 23, Article 2, Chapter 2.7 § 1(9)) provides that it is unlawful for any franchise agreement to contain a provision requiring a franchisee to covenant not to compete with the franchisor for a period longer than three years or in an area greater than the exclusive area granted by the Franchise Agreement or, in the absence of such a provision in the Agreement, an area of reasonable size, upon termination of or failure to renew the franchise. As provided in Section 1 of the Indiana Rider to the License Agreement, to the extent the provisions of the SYLVAN License Agreement are inconsistent with the terms of the Indiana Franchise Law, in Indiana the terms of the Indiana Franchise Law will control.

Because the Indiana Franchise Law prohibits waivers by a franchisee of right or claims the franchisee may have under the Law, Sections 2 and 3 of the Indiana Rider to the License Agreement amend the License Agreement to prohibit waivers or releases in the contexts of transfers (Section 2) or termination of the License Agreement by you (Section 3).

EXHIBIT O. 5
ADDENDUM TO SYLVAN LEARNING, LLC DISCLOSURE DOCUMENT FOR THE STATE OF
MARYLAND

The Maryland Rider to your License Agreement amends Section 9.3.9 of your License Agreement. Section 9.3.9 concerns our requirement that, in the event you transfer your licensed business to another person, you and that person execute a general release in our favor. If Maryland law applies to your License Agreement and the relationship between you and SYLVAN, then a release of this kind does not operate to cause you to waive any right you may have under the Maryland Franchise Registration and Disclosure Law.

Exhibit R, Additional Disclosure. The following provision shall be added to the end of Exhibit R, The Acknowledgment and Representations Statement:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

EXHIBIT O. 6
ADDENDUM TO SYLVAN LEARNING, LLC DISCLOSURE DOCUMENT FOR THE STATE OF MINNESOTA

Minnesota Rule 2860.4400D (the "Rule") provides that it is unfair or inequitable to require a franchisee to assent to a release, assignment, novation or waiver that would relieve any person from liability under Minnesota Statutes. To the extent of a conflict between any provision of the Franchise Agreement and the Rule, the Rule shall prevail.

Minnesota law provides franchisees with certain termination and non-renewal rights. It requires, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement (Minn. Stat. Sec. 80C.14, Subd. 3,4 and 5). Please see Section 1 of the Minnesota Rider to the License Agreement.

The Minnesota Rider to the License Agreement provides that, to the extent Minnesota law applies, SYLVAN will indemnify you for any damages for which you are held liable due to your use of our "Sylvan System" mark, if you have used the mark properly and notified us within 10 days of your knowledge of a claim against you. SYLVAN must have sole control over any litigation concerning our trademarks. This explanation supplements the information in Item 13 of the Disclosure Document.

As provided in Section 4 of the Minnesota Rider to the License Agreement, Section 13 of the agreement regarding remedies, which provides that SYLVAN may collect liquidated damages in certain circumstances, is deleted in its entirety in accordance with Minnesota Rule 2860.4400J. Therefore, the corresponding portions of Item 6 titled "Liquidated Damages for Breach" and paragraph (i) of Item 17 in this Disclosure Document do not apply.

As provided by Section 5 of the Minnesota Rider to the License Agreement, to the extent Minnesota law applies, Section 20 of the agreement, which states that you must sue in Maryland, does not affect your rights under the Minnesota Franchise Law (Minnesota Statutes 1992, Chapter 80C), including any rights to bring suit against SYLVAN in Minnesota.

Exhibit R, Additional Disclosure. The following provision shall be added to the end of Exhibit R, The Acknowledgment and Representations Statement:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

EXHIBIT O. 7
ADDENDUM TO SYLVAN LEARNING, LLC DISCLOSURE DOCUMENT FOR THE STATE OF
NEW YORK

The New York Rider to your License Agreement amend several of their provisions as follows:

Under Section 9.3.4 of the License Agreement, SYLVAN may make a condition for approving transfer of your licensed business to a transferee that the transferee executes a waiver and release letter in favor of SYLVAN relating to any payment the transferee may have made to you or any representations you may have made to the transferee. The New York Rider to the License Agreement amends this provision to state that SYLVAN and you do not intend the anti-waiver provisions of New York law to be violated so these prevail if there is any contradiction between them and Section 9.3.4 of the License Agreement (see, Sections 687.4 and 687.5 of the General Business Law of New York State).

Section 20 of the License Agreement makes Maryland law the law governing the agreement. The New York Rider amends this provision to state that the choice of Maryland law will not constitute a waiver by you of any rights you may have under New York law.

Section 9.3.9 of the License Agreement concerns our requirement that, in the event you transfer your licensed business to another person, you and that person execute a general release in our favor. The New York Rider amends this provision to state that if New York law applies to your License Agreement and the relationship between you and SYLVAN, then a release of this kind does not operate to cause you to waive any right you may have under New York's franchise law and its non-waiver provisions (see, Sections 687.4 and 687.5 of the General Business Law of New York State).

Under Section 11.5 of the License Agreement you may terminate at any time after giving SYLVAN 120 days' notice, and that the termination will be effective after you and SYLVAN have executed a release and termination agreement. The New York Rider amends this provision of the License Agreement by deleting the requirement for executing a release and termination agreement and by stating that you may utilize whatever legal rights you may have to suspend or discontinue operations due to a material breach by us.

Section 9.1 of the License Agreement permits SYLVAN to assign its rights and obligations under the agreement to another party. The New York Rider amends this provision to add the requirement that we will make a good faith effort to ascertain that any party to whom we assign our rights and obligations under the License Agreement possesses the economic resources to fulfill our obligations to you and our other licensees.

EXHIBIT O. 8
ADDENDUM TO SYLVAN LEARNING, LLC DISCLOSURE DOCUMENT FOR THE STATE OF
NORTH DAKOTA

Sections 12.5.1 and 12.5.2 of the License Agreement requires that:

- (i) during the term of the License Agreement, you not engage as an owner, operator or in any managerial capacity in any educational business other than as a Licensee of SYLVAN; and
- (ii) following termination or expiration of your License Agreement (including non-renewal or transfer of your License to another person), for a period of two years you not engage as an owner, operator or any managerial capacity in any educational business offering individualized diagnostic tests or academic or prescriptive educational programs which are designed to be personally taught, supervised or administered by trained instructors within your former Territory or at any location less than five miles from your former Territory's boundary.

To the extent the preceding provisions conflict with provisions of North Dakota law concerning restrictive covenants, these restrictive covenants are not enforceable (see Section 1 of the North Dakota Rider to the License Agreement).

Because liquidated damages provisions may be unenforceable in North Dakota and Section 13 of the License Agreement includes a liquidated damages provision, Section 2 of the North Dakota Rider to the License Agreement substitutes a new Section 13 to the License Agreement that does not contain a liquidated damages provision.

Section 3 of the North Dakota Rider to your License Agreement provides that Section 20 of your License Agreement is supplemented by two provisions. The first states that to the extent the requirement that any suit you bring against SYLVAN be brought in courts in Maryland violates applicable North Dakota law (see N.D.C.C., 51-19-09), this requirement is void. The second provision states that each of you and SYLVAN appoints the Securities Commissioner, State of North Dakota, State Capitol, Bismarck, North Dakota 58505, to be each party's true and lawful agent to receive service of any lawful process and any civil litigation or proceeding arising under the License Agreement.

Because the North Dakota Franchise Investment Law provides that provisions in a franchise agreement purporting to operate as waivers to compliance with such law are void, Section 4 of the North Dakota Rider to the Franchise Agreement provides for adding a new Section 26.14 to the License Agreement that states the no-waiver requirements of the Franchise Investment Law.

EXHIBIT O. 9
ADDENDUM TO SYLVAN LEARNING, LLC DISCLOSURE DOCUMENT FOR THE STATE OF
RHODE ISLAND

Section 20 of the License Agreement provides that (i) Maryland law governs the agreement and (ii) if SYLVAN brings suit against you, we must do so in the courts of the state where your Territory is located, and that if you bring suit against SYLVAN, you must do so in Baltimore County, Maryland, the site of SYLVAN's headquarters. The Rhode Island Franchise Act states that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act." To conform to the requirements of Rhode Island law, the Rhode Island Rider to the License Agreement provides that to the extent Rhode Island law applies and is in conflict with Section 20 of the License Agreement, Rhode Island law prevails.

EXHIBIT O. 10
ADDENDUM TO SYLVAN LEARNING, LLC DISCLOSURE DOCUMENT FOR THE STATE OF
SOUTH DAKOTA

Section 11 of the License Agreement concerns termination of the License Agreement and the notice required to terminate (which is discussed in Item 17). It provides for 10 days' notice for monetary defaults. To conform to the requirements of South Dakota law, Section 1 of the South Dakota Rider to the License Agreement provides that SYLVAN must give you at least 30 days' notice and an opportunity to cure in the event of your non- or late payment of any amounts due to SYLVAN under the License Agreement.

Section 12 of the License Agreement imposes certain restrictions on your freedom to compete with SYLVAN during the term of your License Agreement or after its termination or expiration. Section 2 of the South Dakota Rider the License Agreement provides that to the extent that provisions of Section 12 of the License Agreement conflict with South Dakota law, South Dakota law prevails. This language is added because:

"Covenants not to compete upon termination or expiration of a franchise agreement are generally unenforceable in the State of South Dakota, except in certain instances as provided by law."

Section 13 of the License Agreement entitles SYLVAN to liquidated damages in the event of your breach of certain provisions of the Agreement. Because South Dakota law may make liquidated damages provisions void and unenforceable, Section 6 of the South Dakota Rider to the License Agreement substitutes a new Section 13 stating simply that SYLVAN shall be able to seek whatever damages are available under the law.

Section 20 of the License Agreement (i) provides for Maryland governing law and (ii) requires that if SYLVAN brings suit against you, to do so in the courts of the state in which your Territory is located, and if you bring suit against us, to do so in courts in the State of Maryland, the state where our principal place of business is located. Section 4 of the South Dakota Rider to the License Agreement amends Section 20 of the License Agreement to add the following, as required by South Dakota law:

"Notwithstanding the foregoing, (i) the law regarding license registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of South Dakota; but as to contractual and other matters, this Agreement and all provisions of this instrument will be and remain subject to the application, construction, enforcement, and interpretation under the governing law of the State of Maryland; and (ii) any provision which designates jurisdiction or venue or requires the licensee to agree to jurisdiction or venue in a forum outside of South Dakota is void with respect to any cause of action which is otherwise enforceable in South Dakota."

EXHIBIT O. 11
ADDENDUM TO SYLVAN LEARNING, LLC DISCLOSURE DOCUMENT FOR THE STATE OF VIRGINIA

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures:

Any provision in any of the contracts that you sign with us which provides for termination of the franchise upon the bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. 101 et. seq.).

“According to Section 13.1 – 564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.”

Exhibit R, Additional Disclosure:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

EXHIBIT O. 12
ADDENDUM TO SYLVAN LEARNING, LLC DISCLOSURE DOCUMENT FOR THE STATE OF WASHINGTON

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sales of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

EXHIBIT O. 13
ADDENDUM TO SYLVAN LEARNING, LLC DISCLOSURE DOCUMENT FOR THE STATE OF
WISCONSIN

The Wisconsin Rider to your License Agreement with SYLVAN provides that, to the extent of any conflict, the Wisconsin Fair Dealership Law supersedes any contrary provision of the License Agreement. The Wisconsin Fair Dealership Law provides that;

- (i) a grantor (e.g. SYLVAN) may not terminate, fail to renew or substantially change the competitive relationship with a dealer (e.g., you) under a dealership agreement (e.g., the License Agreement) without good cause and that the burden of proving good cause, is on the grantor;
- (ii) a grantor must provide at least 90 days written notice, providing an explanation and 60 days to cure any deficiency, before terminating, failing to renew or substantially changing the relationship of a dealership agreement; and
- (iii) if the dealership is terminated by the grantor, the grantor must, at the option of the dealer, repurchase at the fair wholesale value all the inventory the grantor has sold to the dealer under the dealership agreement (this applies only to merchandise with a name, label, trademark or other mark identifying the grantor).

To the extent the Wisconsin Fair Dealership Law applies to you, it also gives you the right to bring an action against SYLVAN if SYLVAN violates this law. In this case, you may bring an action for damages you sustain as a result of SYLVAN's violation plus reasonable attorney's fees, and you may also seek injunctive relief.

Sylvan Learning, LLC

Exhibit P

Summary of Laws and Regulations



LAWS AND REGULATIONS

In some states, a Sylvan Learning Center may be subject to licensing requirements or may be required to have a state-certified instructor as a director or on the premises when instruction is being offered. For instance, in Pennsylvania a Sylvan Learning Center is subject to regulations issued by the State Board of Private Academic Schools. These require private schools to apply to the Board for a license to operate. A school applying for a license must include with its application evidence that it has financial resources or forms of surety adequate to reimburse any unearned tuition in case it ceases to operate. Only teachers holding a valid Pennsylvania professional teacher certification may teach in a licensed private school. A Pennsylvania certified specialist in each subject must oversee the instructional process of that specialty area (Reading-certified for Reading programs, Math-certified for Math programs). Similar requirements may apply in your state.

Sylvan Learning, LLC

Exhibit Q

Franchise Application





FRANCHISE APPLICATION

Franchise Application PLEASE COMPLETE ALL SECTIONS OF THIS FORM AND RETURN TO FRANCHISE DEVELOPMENT.

I am making this application ("Application") for consideration as a Sylvan Learning Center franchisee. I understand Sylvan Learning, LLC ("Sylvan"), as franchisor, will utilize and rely on the information I furnish, and by my signature at the end of this Application, I certify the following: (1) the information furnished is true and correct; (2) no fact or information is omitted which might make the information furnished misleading or incomplete; (3) I have been furnished with information about the Sylvan Learning Center Franchise System, including the Franchise Disclosure Document ("FDD"); (4) neither I, nor any partner, stockholder, officer, or director of the proposed ownership entity, has been induced or persuaded to breach any agreement in connection with seeking this opportunity to become a Sylvan Learning Center franchisee.

I. Proposed Location

[SYLVAN CORPORATE TO COMPLETE] – SYLVAN LEARNING TERRITORY NUMBER(S):

1. I am applying for a Sylvan Learning Center franchise in:	(City, State/Province)
2. (For Resale Opportunities) – the exact location of the proposed Sylvan Learning Center to which this Application relates is:	(Street Address, City, State/Province)
3. (For New Territory Opportunities) – please list any proposed sites for a Sylvan Learning Center location centrally located within the territory:	1. 2. 3. 4.

II. Ownership Information

4. Please list any franchises or other businesses currently or previously owned or partially owned (in excess of 1%) and/or operated by Applicant or any person or entity having any ownership of the proposed Sylvan Learning Center:

Individual/Entity:	Address, City State/Province, Zip/Postal Code	Ownership Percentage	Years Under
Individual/Entity:	Address, City State/Province, Zip/Postal Code	Ownership Percentage	Years Under
Individual/Entity:	Address, City State/Province, Zip/Postal Code	Ownership Percentage	Years Under
Individual/Entity:	Address, City State/Province, Zip/Postal Code	Ownership Percentage	Years Under

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III. Legal

5. Legal/Entity Name under which Franchise Agreement is to be issued:							
<i>(as shown on organizational documents)</i>							
Street Address: (No PO Box)		City:	State/Province:	Zip/Postal Code:			
Phone Number:			Fax Number:				
6. The above person or entity is a (choose an option that applies):							
General Partnership	Limited Liability Partnership	Limited Partnership	Corporation	Limited Liability Company	Joint Venture	Sole Proprietor*	Other:

**IF SOLE PROPRIETOR PLEASE SKIP TO QUESTION 8*

7. Entity Documents: please see below to determine which documents to submit with this Application, based on the structure of the proposed ownership entity. Documents must include percentage of ownership structure, titles of partners/shareholders/members (as applicable), and a list of who is authorized to sign on behalf of the company. The Certificate of Incorporation/Formation (as applicable) should show that the entity is incorporated or formed in the area where you are applying to do business; if it does not, you must submit separate registration documents showing that the entity is registered to do business in such area.

CORPORATIONS: Please submit the Certification of Incorporation, a copy of the current Articles of Incorporation, Bylaws, and Organizational Minutes.

PARTNERSHIPS: Please submit any state partnership filings, a copy of the executed Partnership Agreement, and the Consent of Partners.

LIMITED LIABILITY COMPANY: Please submit the Certificate of Formation and a copy of the Operating Agreement.

8. Managing Principal/Legal Contact: receives notices or letters in regard to the Franchise Agreement and other contractual items. This will be the contact for all items if additional contacts below are not completed (although Sylvan reserves the right to correspond with all owners of the franchising entity regarding legal matters).

Contact Name:		Contact Email:	
Street Address:	City:	State/Province:	Zip/Postal Code:
Business Phone:		Mobile Phone:	
9. Billing Contact: receives all invoices and billing related messages and issues (although Sylvan reserves the right to correspond with all owners of the franchising entity regarding billing matters).			
Contact Name:		Contact Email:	
Street Address (if different from Legal Contact):	City:	State/Province:	Zip/Postal Code:
Business Phone:		Mobile Phone:	

IV. Ownership of Entity

10. Please list each owner of the proposed franchise entity (including any nicknames).

OWNER NUMBER 1

Full Name:		Title:	Percentage of Ownership:
Street Address:	City:	State/Province:	Zip/Postal Code:

Primary Phone Number:		Secondary/Cell Phone Number:		Email Address:	
Date of Birth:			Social Security Number (SSN):		
OWNER NUMBER 2					
Full Name:		Title:		Percentage of Ownership:	
Street Address:	City:		State/Province:		Zip/Postal Code:
Primary Phone Number:		Secondary/Cell Phone Number:		Email Address:	
Date of Birth:			Social Security Number (SSN):		
OWNER NUMBER 3					
Full Name:		Title:		Percentage of Ownership:	
Street Address:	City:		State/Province:		Zip/Postal Code:
Primary Phone Number:		Secondary/Cell Phone Number:		Email Address:	
Date of Birth:			Social Security Number (SSN):		
OWNER NUMBER 4					
Full Name:		Title:		Percentage of Ownership:	
Street Address:	City:		State/Province:		Zip/Postal Code:
Primary Phone Number:		Secondary/Cell Phone Number:		Email Address:	
Date of Birth:			Social Security Number (SSN):		

[CONTINUED ON THE FOLLOWING PAGE]

V. License Fees and Deposits

11. Please initial next to each statement below to demonstrate understanding:

_____ The Initial License Fee to purchase a new (undeveloped) Sylvan territory is \$34,900, payable in cash. For resale opportunities, only a transfer fee will be paid to Sylvan, and the Initial License Fee will not be charged.

_____ For New Sylvan Territories, Sylvan reserves the right to collect a deposit of \$5,000 upfront at the time this Application is submitted. Under such circumstances, the remaining amount would become due upon the execution of the Franchise Agreement. The deposit collected is non-refundable, except if the Application is not approved by Sylvan, in which case, it would be immediately refunded. If Sylvan does not collect the deposit, then the full amount of the Initial License Fee would become due following approval of this Application and upon your execution of the Franchise Agreement; no portion of such amount would be refundable.

_____ Regardless of whether a deposit is collected, Sylvan is not reserving any particular territory as a result of this Application, and you will not have protected rights in or to any territory unless and until a Franchise Agreement and the appropriate exhibits are fully executed by all parties, including Sylvan.

_____ You will be provided at least fourteen (14) calendar days to review the FDD prior to signing the Franchise Agreement.

_____ Your Application will not be considered until all requested information has been received. Sylvan reserves the right to request additional information and documentation not outlined below in Section VII as needed to evaluate your Application properly. Nothing in this Application binds or obligates Sylvan to issue a Franchise Agreement to you.

VI. Certification and Signature

Each of the undersigned warrants that this information is true, accurate, and complete, and that Sylvan may consider this Application as true, accurate and complete unless and until a written notice of change is provided to Sylvan by the undersigned. Each of the undersigned acknowledges and agrees that Sylvan may reject this application if any information is found to be untrue, inaccurate, or incomplete.

Each of the undersigned authorizes Sylvan to obtain such consumer credit reports regarding each of the undersigned from one or more credit reporting agencies as Sylvan deems appropriate for use in connection with this Application. Further, each of the undersigned authorizes Sylvan to perform background investigations using third-party agencies. Each of the undersigned understands and agrees that this Application may be rejected at Sylvan's discretion for any reason, including, without limitation, an incomplete or unsuccessful consumer credit report or background investigation report.

Signature:

Date:

Signature:

Date:

Signature:

Date:

Signature:

Date:

VII. Application Checklist

Please submit the following documents with this Application to provide Sylvan the information needed to evaluate this application:

- Acknowledgment of receipt of the FDD for each owner;
- Franchising entity corporate documents (as outlined above in Section 6);
- Personal Financial Statement for each owner with a 10% or greater interest in the franchise entity;
- Biography and portfolio for each owner with a 10% or greater interest in the franchise entity;
- Operational and Marketing Plan;
- This signed and dated Application.

Sylvan Learning, LLC

Exhibit R

Acknowledgment and Representations Statement



**ACKNOWLEDGEMENT AND REPRESENTATIONS STATEMENT
(SYLVAN AND SYLVANSYNC LICENSE AGREEMENT)**

PART A

The purpose of this Acknowledgement and Representations Statement is to be certain that the undersigned ("you") have read and understand Sylvan Learning, LLC's ("Sylvan" or "we") Sylvan Franchise Disclosure Document (the "Sylvan FDD") and your franchise contracts with Sylvan, that you understand the nature of the franchise opportunity you are purchasing (including, among other things, the limitations on claims that you may make by reason of the offer and sale of the franchise), and to determine whether any statements or promises were made to you that Sylvan did not authorize or that may be untrue, inaccurate, or misleading.

Another goal in asking you these questions is to be confident that you are prepared to become a Sylvan franchisee, that you understand the risks of owning your own business, and that we have complied with our obligations in providing you with the information required by law.

We may, in lieu of requesting that you review and sign this Acknowledgement and Representations Statement, review these questions with you during our pre-closing meeting, and may take notes of your verbal responses for our records.

Part B to this Acknowledgement and Representations Statement asks you to provide information about your entity if you are a corporation, partnership, or limited liability company.

Please review each of the following questions carefully and provide an honest response to each question. Your answers are important to us, and we will rely on them in entering into a relationship with you. If you require more space for any answer, continue on a separate sheet and attach.

Each of the Undersigned Acknowledges and Agrees as follows:

1. Did you receive a copy of the Sylvan Learning and SylvanSync FDD (the "Sylvan FDD"), and all exhibits and attachments, at least 14 calendar days (or 10 business days in the following states: Iowa and New York), prior to signing the Sylvan Learning and SylvanSync License Agreement (the "Sylvan License Agreement") and/or paying any money to Sylvan?

Please type yes or no: _____. If no, please comment.

2. Have you studied and reviewed carefully the Sylvan FDD and the Sylvan License Agreement?

Please type yes or no: _____. If no, please comment.

3. Did you understand all the information contained in both the Sylvan FDD and the Sylvan License Agreement?

Please type yes or no: _____. If no, please comment.

4. Was any oral, written, or visual claim or representation made to you that contradicted the disclosures in the Sylvan FDD?

Please type yes or no: _____. If yes, please comment.

5. Did any employee or other person speaking on behalf of Sylvan make any oral, written or visual claim, statement, promise, or representation to you that stated, suggested, predicted, or projected sales, revenues, expenses, earning, income, or profit levels at any Sylvan Learning business, including the Sylvan System or the SylvanSync System, or the likelihood of success of your Sylvan Learning business?

Please type yes or no: _____. If yes, please comment.

6. Did any employee or other person speaking on behalf of Sylvan make any statement or promise regarding the costs involved in operating a Sylvan Learning business, including the Sylvan System or the SylvanSync System, that is not contained in the Sylvan FDD or that is contrary to, or different from, the information contained in the Sylvan FDD?

Please type yes or no: _____. If yes, please comment.

7. Do you understand that the Sylvan License Agreement, and documents to which it specifically refers, contain the entire agreement between you and Sylvan concerning the Sylvan Learning franchise and the SylvanSync franchise, meaning that any prior oral or written statements not set out in the Sylvan License Agreement will not be binding?

Please type yes or no: _____. If no, please comment.

[Continued on Next Page]

8. We encourage and strongly recommend that all prospective licensees contact and speak with existing licensees as part of your review and diligence process, to inquire about their operations and experience. If you have done so, please identify the licensees with whom you have communicated:

1. _____

2. _____

3. _____

Others: _____

If you did not contact any licensees, please explain why: _____

_____.

9. Do you understand that the success or failure of your Sylvan Learning business, including the Sylvan System and the SylvanSync System, will depend in large part upon your skills and experience, your business acumen, your location, the local market for services under Sylvan's Sylvan Learning and SylvanSync trademarks, interest rates, the economy, inflation, the number and quality of employees you hire and their compensation, competition, and other economic and business factors? Further, do you understand that the economic and business factors that exist at the time you purchase your Sylvan Learning business may change?

Please type yes or no: _____. If no, please comment.

10. Do you understand:

- a. that the Sylvan Learning business may be impacted by other risks, including those outside your or our control such as local, national or global economic, political or social disruption?
- b. that such disruptions, and any preventative, protective, or remedial actions that federal, state, and local governments may take in response to a disruption, may result in a period of business disruption, reduced customer demand, and reduced operations for tutoring businesses, and may require that we take actions that might not be contemplated under the License Agreement?
- c. the extent to which any such disruption impacts the Sylvan system, and your Sylvan Learning business, will depend on future developments which are highly uncertain and which we cannot predict?

Please type yes or no: _____.

11. Do you have any questions or doubts concerning Sylvan, SylvanSync, the Sylvan Learning franchise, the SylvanSync franchise, the Sylvan FDD, or the Sylvan License Agreement you just signed?

Please type yes or no: _____. If yes, please comment.

12. If you are a corporation, partnership or limited liability company, do you represent that the information you provide regarding your entity in Part B to this document is true and correct?

Please type yes or no: _____. If no, please comment.

13. Do you acknowledge and represent to us that (a) you or the entity that you form to be a franchisee will be the employer of all of your employees and will have sole discretion and authority to hire, fire, discipline, compensate and schedule working hours for, all of your employees; and (b) we and our affiliates will have no control, or right to control, any of the employment actions or decisions in your business? We recommend that you retain employment law counsel to advise you with your employment issues and questions.

Please type yes or no: _____. If no, please comment.

14. As you have reviewed the financial performance representations in Item 19 of the Sylvan FDD, do you understand that:

- a. Item 19 contains only historical data from certain franchised Center, and are not a promise, assurance, or guaranty of future results of your franchised Center;
- b. your results are likely to differ from the historical results reported;
- c. your results as a start-up business and Center are likely to be different than existing Centers; and
- d. you have had ample opportunity to review Item 19 with a lawyer, accountant and/or other advisor of your choosing?

Please type yes or no: _____. If no, please comment.

For Maryland prospective franchisees: Do not sign this Acknowledgement and Representations Statement.

For California prospective franchisees: You are not required to sign this Acknowledgement and Representations Statement.

These representations are not intended to, nor shall they, act as a release, estoppel or waiver of any liability under the Illinois Franchise Disclosure Act or under the Maryland Franchise Registration Disclosure Law. Each of the undersigned hereby certifies to Sylvan that the foregoing is true and correct and may be relied upon by Sylvan for its truth and accuracy.

(signature)
Name: Guarantor1
Date: _____

(signature)
Name: _____
Date: _____

(signature)
Name: _____
Date: _____

(signature)
Name: _____
Date: _____

(signature)
Name: _____
Date: _____

Name of Corporate Licensee: LicenseeName

By: _____

Title: _____

Dated: _____

APPROVED ON BEHALF OF SYLVAN LEARNING, LLC

By: _____
Name: Kate McComiskey
Title: Sr. Vice President & General Counsel
Date: _____

ACKNOWLEDGEMENT AND REPRESENTATIONS STATEMENT

(SYLVAN AND SYLVANSYNC LICENSE AGREEMENT)

PART B

[Complete only if you are a corporation, limited liability company or partnership.

Indicate NOT APPLICABLE if you are a sole proprietor.]

1. You represent that you are a _____ (specify corporation, limited liability company, general partnership or limited partnership) organized under the laws of the State/Commonwealth of _____ and that you were incorporated or formed on _____ [date]. You further represent that your domicile is as set forth below:

Street Address

City, State and ZIP Code

2. You represent that you are duly organized and validly existing in good standing under the laws of the jurisdiction of your organization, are qualified to do business in all jurisdictions in which your business activities or the nature of the properties owned by you requires such qualification, and have the authority to execute and deliver the Sylvan Learning and SylvanSync License Agreement (the "Sylvan License Agreement") and perform all of your obligations under the Sylvan License Agreement.

3. You represent and warrant that all of the shareholders, partners or members of your corporation, limited liability company or partnership, as the case may be, are completely and accurately listed below and that you will (i) make, sign, and deliver to us such revisions thereto as may be necessary during the term of the Sylvan License Agreement to reflect any changes in the information contained therein; and (ii) obtain Sylvan Learning, LLC's prior consent before making any such change.

4. The following is a list of your directors, if applicable, and officers as of _____ [date]:

Name of each Director/Officer

Position(s) Held

5. The following list includes the full name and mailing address of each person who is a stockholder if you are a corporation, member if you are a limited liability company, or partner if you are partnership, as of _____ [date].

Name: _____

Title: _____

Address: _____

Ownership: _____ %

Name: _____

Title: _____

Address: _____

Ownership: _____ %

Name: _____

Title: _____

Address: _____

Ownership: _____ %

Name: _____

Title: _____

Address: _____

Ownership: _____ %

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	December 27, 2022
Hawaii	Pending
Illinois	March 30, 2023
Indiana	March 30, 2023
Maryland	Pending
Michigan	April 13, 2022
Minnesota	Pending
New York	March 30, 2023
North Dakota	March 31, 2023
Rhode Island	Pending
South Dakota	Pending
Virginia	April 6, 2023
Washington	Pending
Wisconsin	March 30, 2023

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

Sylvan Learning, LLC

Exhibit S

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 Sylvan offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires that we give you this 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.

Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

Iowa requires that we give you this Disclosure Document at the earlier of the first personal meeting or 14 calendar days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Sylvan 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 state agencies listed in Exhibit M.

The franchisor is Sylvan Learning, LLC, located at 4 North Park Drive, Hunt Valley, Maryland 21030. Its telephone number is (410) 843-8000.

Issuance date: March 30, 2023

The franchise seller for this offering is _____, who is a member of Sylvan's Franchise Development Department. Sylvan's and the franchise seller's principal business address and telephone number is:

4 North Park Drive
Hunt Valley, MD 21030
(410) 843-8000

Sylvan authorizes the respective agencies identified on Exhibit N to receive service of process for it in the particular state.

I received a Disclosure Document dated March 30, 2023 (and with effective dates of state registration as listed on the State Effective Dates page) that included the following Exhibits:

A. License Agreement for Sylvan and SylvanSync	K. Financial Statements
B. License Agreement Riders for Certain Registration States	L. Multi-Territory Incentive Plan Amendment
C. Amendment to License Agreement for Territory Description	M. List of State Administrators
D. SylvanSync Educational Software License and Terms of Use	N. List of Agents for Service of Process
E. Sylvan EDGE Package License Agreement	O. State Addenda to the Disclosure Document
F. Ace it! Tutoring System License Agreement	P. Summary of Laws and Regulations
G. [Reserved]	Q. Franchise Application
H. Manuals – Table of Contents	R. Acknowledgment and Representations Statement
I. Franchises in Operation and Franchisees Who Have Signed But Not Yet Opened	S. Receipts
J. Former Franchisees	State Effective Dates

Signature

Print Name

Home Address: Number and Street

Home Address: City, State and ZIP

Date

(N/A)

Control No.

Please sign this copy of the receipt, date your signature, and keep 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.

If Sylvan offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

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Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

Iowa requires that we give you this Disclosure Document at the earlier of the first personal meeting or 14 calendar days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Sylvan 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 state agencies listed in Exhibit M.

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Hunt Valley, MD 21030
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F. Ace it! Tutoring System License Agreement	P. Summary of Laws and Regulations
G. [Reserved]	Q. Franchise Application
H. Manuals – Table of Contents	R. Acknowledgment and Representations Statement
I. Franchises in Operation and Franchisees Who Have Signed But Not Yet Opened	S. Receipts
J. Former Franchisees	State Effective Dates

Signature

Print Name

Home Address: Number and Street

Home Address: City, State and ZIP

Date

(N/A)

Control No.

Please sign this copy of the receipt, date your signature, and return to Sylvan Learning, LLC, 4 North Park Drive, Hunt Valley, Maryland 21030, (410) 843-8000.